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Transactional Matter Files

Schedule 2.3(h)

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Schedule 2.3(h)

Offset against iCare Royalties and Guarantee Amounts

Impact of out-of-pocket costs resulting from breach:

If Seller breaches any of its obligations under the Master Consulting Services Agreement or the attached Statements of Work and Purchaser incurs out-of-pocket costs to replace such services, future iCare Royalty and Guarantee Amount payments will be affected as follows:

An amount (the “**Reduction Amount**”) equal to 150% of any expenditures that Purchaser is required to make in order to replace products and/or the services that it failed to receive in a timely fashion as a result of the breach will be treated as if it were a cash payment in respect of Purchaser’s obligation to pay iCare Royalties and Guarantee Amounts pursuant to Section 2.3 and the following section of this Schedule. No Reduction Amount will reduce an iCare Royalty and Guarantee Amount that has already been paid at the time that the breach takes place.

Impact of delays resulting from breach:

If Seller breaches any of its obligations under the Master Consulting Services Agreement or the attached Statements of Work and the completion of Version 2.0 of the iCare Software is delayed as a result, future Guarantee Amounts will be reduced as follows:

If the cumulative delay is 45 days or less,

No reduction

If the delay is more than 46 days
beyond the 45th day

\$1,100/day for each day

Any reductions to Guarantee Amounts required by this section shall be imposed before any reductions imposed by the preceding section of this Schedule.

Any reductions required by this section shall be imposed in the order that remaining Guaranteed Amounts are due.

This section can only reduce Guarantee Amounts. It cannot reduce iCare Royalties.