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Transactional Matter Files

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**Schedule 2.3(i)**

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### Schedule 2.3(i)

#### Royalty-Free, Non-Transferable License

Purchaser grants UT, its faculty and staff and its nursing, other health care and veterinary students a royalty-free, non-transferrable license to use the then most recent iCare product as follows:

Purchaser intends to commercialize a product incorporating, based on, or derived from the iCare Software (the "iCare product") as a web-based "software as a service." Once Purchaser commercializes the iCare product and for so long as it continues to operate the iCare platform and offer it for sale to nursing, other health care or veterinary students, all similarly-situated students of any UT or UT-affiliated facility located in Knoxville, Tennessee, shall be entitled to have access to and to use the commercialized iCare product (which shall include iCare Software and all case studies and other items that are made available to those who pay for the product, but shall not include content of a nature that is currently included in textbooks, workbooks and other printed materials) without cost to the student in connection with a course at UT.

In addition, once Purchaser commercializes the iCare product and for so long as it continues to operate the platform and offer it for sale to nursing or other health care professionals, all similarly-situated employees and faculty of any UT or UT-affiliated facility located in Knoxville, Tennessee (*e.g.*, the health care center) shall be entitled to have access to and to use the commercialized iCare product in connection with training activities conducted by their employers or UT without cost to the trainee in connection with such training activities.

In addition, if Purchaser elects to impose charges for the commercialized iCare product on the academic institution, its faculty members, staff or the trainers (either in addition to or in conjunction with a charge imposed on the students or trainees), for so long as Purchaser continues to operate the platform and offer it for sale to nursing, other health care or veterinary students or trainees, it will not impose a charge on UT or its faculty, staff, or trainers in any situation in which it would not have charged the end-user students or trainees in accordance with the preceding paragraph.

In no event will UT be entitled to resell or otherwise make the commercialized iCare product available to any person, unless that person is (i) a student of UT who physically attends in Knoxville, Tennessee, one or more classes associated with the use of the product or, (ii) an employee or faculty member of UT or any UT-affiliated facility who physically teaches or attends in Knoxville, Tennessee, one or more training classes associated with the use of the product.

Each such student's or trainee's (and possibly each faculty member's or trainer's) right to use the iCare product will have the same benefits, and will be subject to the same restrictions,

undertakings and limitations, that are granted to, and imposed on, paying students and trainees (and possibly faculty members and trainers).

Each teacher's, trainer's, student's and trainee's right to use the iCare product shall be subject to the completion of an online "once-per-course" evaluation or feedback form that will be designed to be completed in approximately ten minutes or less by each student or trainee and in approximately twenty minutes or less by a trainer or teacher.

In addition, (i) if a student is enrolled in any UT or UT-affiliated facility located in Knoxville, Tennessee; a class is conducted by such facility; and such student participates in such class remotely; then whether or not such student is physically present in Knoxville, Tennessee, such student and his or her teacher shall have the same rights under this Schedule as if such student physically attended in Knoxville, Tennessee, one or more classes associated with the use of the product, and (ii) if a nursing or health care professional has a place of employment at any UT or UT-affiliated facility located in Knoxville, Tennessee; a training activity or class is conducted by such employer; and such professional participates in such activity or class remotely; then whether or not such professional is physically present in Knoxville, Tennessee, such professional and his or her trainer shall have the same rights under this Schedule as if such professional physically attended in Knoxville, Tennessee, one or more training activities or classes associated with the use of the product.