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UTRF Policy 2008-1

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION (UTRF)

POLICY NO. 2008-1*

Revenue Sharing

SECTION 1.   General Policy.

When a Disclosure is submitted to UTRF by UT, it shall be the policy of UTRF to share any Revenue resulting from commercialization of that Disclosure with the Originator(s), the Originator(s)' academic department(s) at UT (if any) and the Originator(s)' campus(es) or institute(s) at UT.

SECTION 2.   Distribution of Revenue.

UTRF will distribute Revenue in the following manner:

2.1   Current Disclosures (those received on or after July 1, 2008)

(1)   The first Five Thousand dollars ($5000) of Revenue attributable to a particular Current Disclosure shall be distributed entirely (100%) to the Originator(s).

(2)   The next Nine Hundred Ninety-Five Thousand dollars ($995,000) of Revenue attributable to a Current Disclosure shall be distributed as follows:

i.   First, to arrive at Net Revenue, UTRF shall deduct from Revenue all Expenses attributable to the Current Disclosure;
ii.   Forty percent (40%) of Net Revenue shall go to the Originator(s);
iii.   Fifteen percent (15%) of Net Revenue shall go to the Originator(s)' academic department(s);
iv.   Fifteen percent (15%) of Net Revenue shall go to the Originator(s)' campus(es) / institute(s); and
v.   Thirty percent (30%) of Net Revenue shall be retained by UTRF.

(3)   All further Revenue attributable to a Current Disclosure (that which is in excess of One Million Dollars ($1,000,000)) shall be distributed as follows:

i.   First, to arrive at Net Revenue, UTRF shall deduct from Revenue any Expenses attributable to the Current Disclosure that have not previously been deducted;
ii.   Thirty-five percent (35%) of Net Revenue shall go to the Originator(s);
iii.   Twenty percent (20%) of Net Revenue shall go to the Originator(s)' academic department(s);
iv.   Twenty percent (20%) of Net Revenue shall go to the Originator(s)' campus(es)/institute(s); and
v.   Twenty-five percent (25%) of Net Revenue shall be retained by UTRF.

2.2   <u>Former Disclosures (those received before July 1, 2008)</u>

    (1)   First, to arrive at Net Revenue, UTRF shall deduct from Revenue attributable to a particular Former Disclosure all Expenses attributable to that Former Disclosure.

    (2)   UTRF shall distribute Fifty percent (50%) of Net Revenue to the Originator(s) (Fifty percent being the Originator(s)' Share under the income-sharing policy in effect when the Former Disclosure was received).

    (3)   If UTRF's Available Cash is less than the Reserve in effect at that time, UTRF shall retain Fifty percent (50%) of Net Revenue.

    (4)   If UTRF's Available Cash is greater than the Reserve in effect at that time:

        i.   First, UTRF shall calculate Excess Net Revenue (two times the lesser of (a) the Originator(s)' Share of Net Revenue or (b) the Excess Reserve);
        ii.   Fifteen percent (15%) of Excess Net Revenue shall go to the Originator(s)' academic department(s);
        iii.   Fifteen percent (15%) of Excess Net Revenue shall go to the Originator(s)' campus(es)/institute(s); and
        iv.   Twenty percent (20%) of Excess Net Revenue shall be retained by UTRF.

SECTION 3.   Multiple Originators.

If there are multiple Originators of a single Disclosure, they may in their discretion, agree on the percentage of the Originators' Share that each of them will receive. If all the Originators do not agree on the division of the Originator(s)' Share within a reasonable time, the division of the Originator(s)' Share among the Originators will be determined by UTRF. Such decision by UTRF shall be subject to modification by UTRF upon the subsequent addition or removal of Originator(s), but shall otherwise be final.

SECTION 4.   Multiple Departments or Multiple Campuses / Institutes.

If multiple academic departments or multiple campuses/institutes are represented in a single Disclosure due to the respective affiliations of the Originator(s), the share of Net Revenue (or Excess Net Revenue) that is due to these organizational units shall be divided among them in the same percentages as those established for division of the Originator(s)' Share under Section 3. If a single Originator is affiliated with multiple departments or multiple campuses/institutes, unless the Originator designates one of them to receive his or her entire share, they will each receive a pro rata portion of his or her share.

SECTION 5. Securities.

Securities received as consideration for a Commercialization Agreement do not constitute Revenue. If and when such Securities are sold by UTRF in exchange for cash, such cash revenues will constitute Revenue and will be distributed in accordance with the provisions of this policy. All decisions concerning such Securities, including the timing of any sale thereof, will be made at the discretion of UTRF's Committee for Equity and Investments.

SECTION 6. Definitions.

When used in this Agreement, the following terms shall have the meanings set out below. The singular shall be interpreted as including the plural and vice versa, unless the context clearly indicates otherwise.

6.1 **"Available Cash"** means the total amount of UTRF's cash and cash equivalents.

6.2 **"Basic Agreement"** means a written contract among UT, UTRF, and one or more Originators (and possibly third parties as well) which sets out the agreement of the parties pertaining, among other things, to the distribution of Revenue from one or more Disclosures.

6.3 **"Commercialization Agreement"** means any agreement whereby UTRF is entitled to receive cash and/or Securities as consideration for a grant of rights to a third party in one or more Disclosures.

6.4 **"Current Disclosure"** means a Disclosure received by UTRF on or after July 1, 2008.

6.5 **"Disclosure"** shall mean (a) a written document submitted to UTRF by UT whereby one or more Originators report the development of one or more inventions or creations and (b) the invention(s) and/or creation(s) reported in such document, as well as any intellectual property rights pertaining thereto.

6.6 **"Excess Net Revenue"** means two times the lesser of (a) the Originator(s)' Share of Net Revenue or (b) the Excess Reserve.

6.7 **"Excess Reserve"** means the amount by which the Available Cash exceeds the Reserve.

6.8 **"Expenses"** shall mean attorney fees and other actual out-of-pocket expenses attributable to one or more Disclosures that are incurred by UTRF, excluding the salary paid to any UTRF staff member. By way of illustration, but not limitation, Expenses may include amounts expended in:

    (1)   the acquisition and maintenance of intellectual property rights, including but not limited to copyright and trademark registration and the preparation, filing, prosecution, and maintenance of patent rights;

    (2)   the negotiation, implementation, monitoring and enforcement of Commercialization Agreements and other agreements relevant to a Disclosure;

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(3) the prosecution or defense of any lawsuit or participation in any mediation, arbitration, interference or other proceeding;

(4) research and development, testing, marketing, and general administration;

(5) compensation of any joint owner, co-inventor, co-author, or other third party who has the right to share in Revenue;

(6) excise, sales, use, value added and other taxes; delivery charges; and expenses connected with the import and export of goods; and

(7) the determination, judicial or otherwise, of any issues involving or arising out of a Basic Agreement.

6.9 **"Former Disclosure"** means a Disclosure received by UTRF before July 1, 2008.

6.10 **"Net Revenue"** shall mean Revenue allocable to commercialization of one or more Disclosures less Expenses allocable to such Disclosure(s), provided that:

(1) Where a single Basic Agreement covers multiple Disclosures, UTRF may aggregate Expenses attributable to any or all of the Disclosures and deduct such Expenses from Revenue generated by any or all of the Disclosures.

(2) UTRF may deduct Expenses from Revenue even though such Expenses are incurred after the receipt of Revenue.

(3) When Expenses are expected to exceed Revenue under a particular Basic Agreement, UTRF may set aside sufficient funds from Revenue to cover those Expenses.

(4) Where Revenue is received under a Commercialization Agreement that covers multiple Disclosures, UTRF may allocate that Revenue (and the Expenses attributable to those Disclosures) among those Disclosures as UTRF deems appropriate under the circumstances.

6.11 **"Originator"** means (a) a part-time or full-time (paid or unpaid) faculty, staff, or student employee of UT who has developed an invention or creation that is reported in a Disclosure or (b) an individual who is designated an Originator for any or all purposes by UTRF.

6.12 **"Originator(s) Share"** means the percentage of Net Revenue attributable to a particular Disclosure that is distributed to the Originator(s) of that Disclosure.

6.13 **"Reserve"** means a reserve of funds maintained and administered by UTRF in an amount established from time to time by the UTRF Board of Directors as a threshold for certain distributions of Revenue attributable to Former Disclosures.

6.14 **"Revenue"** shall mean UTRF's actual cash revenues from a Commercialization Agreement (including cash revenues from sale of Securities). Revenue shall not include payments to UT or UTRF for support of research and development activities.

6.15 **"Securities"** shall mean all securities of every kind and rights and options with respect thereto, including stock, notes, bonds, debentures, evidences of indebtedness and other equity or

debt ownership interests in any partnership, corporation, limited liability company, joint venture, proprietorship or other entity, domestic or foreign, accruing to UTRF's benefit pursuant to a Commercialization Agreement.

6.16   "**UT**" means The University of Tennessee.

*This policy statement replaces UTRF Policy No. 85-1 and 88-1 which is/are hereby rescinded.

APPROVED, UTRF BOARD OF DIRECTORS: November 30, 2007 and June 5, 2008.
EFFECTIVE: July 1, 2008

SOFTWARE LICENSE

between

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION

and

ICARE ACADEMIC, LLC

This Software License ("Agreement") is made effective as of the ___ day of _____, 2010 (the "Effective Date"), between the UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION, a Tennessee non-profit corporation having an address at UT Conference Center, Suite 211, 600 Henley Street, Knoxville, Tennessee 37996-4122 ("UTRF"), and iCARE ACADEMIC, LLC, a Tennessee limited liability company with its principal place of business at 2450 E.J. Chapman Drive Knoxville, TN 37996 ("Licensee").

RECITALS

WHEREAS, UTRF has been assigned by the Authors, as defined below, the copyright rights that exist as of the Effective Date in the Licensed Software, defined below; and

WHEREAS, Licensee desires to obtain a license to the Licensed Software, and UTRF desires to grant such a license, upon the terms and conditions set forth herein,

IT IS THEREFORE AGREED between the parties as follows:

1.   **DEFINITIONS.** As used in this Agreement, these terms shall have the following definitions:

1.1   "Authors" means Chayawat Indranoi and Xueping Li

1.2   "End User" means any third party who is granted the right to access Licensed Software on a Server owned or controlled by Licensee for such End User's own personal use and without the right to copy, publish, distribute, or sublicense the Licensed Software for any purpose or use the Licensed Software for commercial purposes.

1.3   "Enhancement" means, with regard to the Licensed Software, any functional revision, derivative work, release, update, correction, patch, modification or "bug fix".

1.4   "Field of Use" means education, training, and certification in the fields of medicine, nursing, allied health, and veterinary medicine.

1.5   "Gross Receipts" means all amounts received by Licensee, whether in the form of rentals, license fees, sales price, or otherwise, for the right to use Licensed Software or any part thereof, including all amounts paid for installation, maintenance, service, training, and customization, but excluding sales taxes and freight delivery charges if separately enumerated on the invoice.

1.6   "Indemnified Party" shall have the meaning set forth in Section 11.1 hereof.

1.7   "Institutional User" means any third party who is granted the right to make the Licensed Software available to End Users on a Server owned or controlled by Licensee.

1.8   "License Issue Fee" shall have the meaning set forth in Section 3.1 hereof.

1.9   "Licensed Software" means (a) the computer program(s) developed at UT and assigned to UTRF constituting the iCare Electronic Health Record software tool and related materials set forth in Appendix A; and (b) any Enhancements assigned and delivered to UTRF under Section 2.3; and (c) any Enhancements made available to Licensee under Section 2.6.; and (d) any Enhancements assigned and delivered to UTRF under Section 4.

1.10   "Running Royalties" shall have the meaning set forth in Section 3.2 hereof.

1.11   "Server" shall mean the device on which the Software resides (designated by type, serial number, and location) and which may be accessed by an End User for the purpose of using the Licensed Software.

1.12   "Territory" means the world.

1.13   "UT" means The University of Tennessee.

2.   GRANT OF LICENSE.

2.1   Subject to the provisions of this Agreement, UTRF hereby grants to Licensee an exclusive commercial license, limited to the Territory and the Field of Use, under the copyright rights to the Licensed Software:

(a)   to make derivative works based on the Licensed Software; and

(b)   to grant sublicenses to Licensed Software in the Territory for use by End Users and Institutional Users in the Field of Use as permitted under Section 2.2 hereof.

The parties agree that subject to the rights reserved to UTRF and UT and the remaining provisions of this Agreement, the term "exclusive" as used herein, means that during the term of this Agreement, UTRF shall not grant any commercial license in the Licensed Software to a third party in the Field of Use in the Territory that would conflict with the rights granted herein to Licensee. It is understood and agreed that a third party's unauthorized reproduction, use, sale, licensing, or distribution of Licensed Software shall not be, and shall not be considered a breach of this Agreement by UTRF.

2.2   Licensee may grant sublicenses only (a) to End Users to access the Licensed Software for their own personal use on a Server owned or controlled by Licensee but not to copy, publish, distribute, or sublicense the Licensed Software or use the Licensed Software for commercial purposes and (b) to Institutional Users to make the Licensed Software available on a Server owned or controlled by Licensee to End Users who are faculty, staff, or students of such Institutional User, but not otherwise to copy, publish, distribute, or sublicense the Licensed Software or use the Licensed Software for any other commercial purposes. All sublicenses must be in writing and shall be non-exclusive. LICENSEE shall provide UTRF with a copy of each executed sublicense to an Institutional User within thirty (30) days of its execution and shall provide UTRF with a copy of each executed sublicense to an End User upon request. Any sublicense that does not conform to this Article will be voidable at UTRF's sole discretion, and shall be deemed a breach of this Agreement by Licensee giving UTRF the right to terminate under Section 8.3.

2.3   The copyright to all Enhancements created by or for Licensee is hereby assigned by Licensee to UTRF and hereby licensed by UTRF to Licensee as part of the Licensed Software. During the Term of this Agreement, Licensee shall deliver to UTRF at least once each calendar half-year a current copy of the source code and a current copy of the object code (in machine-readable form) for the Licensed Software incorporating any such Enhancements.

2.4   UTRF hereby reserves for itself and UT the perpetual, royalty-free right to practice, use, copy, distribute, sell, and make derivative works of the Licensed Software for non-profit educational, research, and academic purposes throughout the world, including, without limitation, the right to grant licenses to End Users to access the Licensed Software for their own use on a Server owned or controlled by UTRF and/or UT. Notwithstanding the foregoing, neither UT nor UTRF shall have the right to give End Users the right to practice, use, copy, distribute, or sell any derivative work of the Licensed Software created by Licensee except End Users who are faculty, staff, or students of UT's Knoxville, Tennessee campus and UT's budgetary units located in Knoxville, Tennessee including without limitation the UT Institute of Agriculture and the UT College of Veterinary Medicine. For purposes of clarity, during the term of this Agreement, neither UTRF nor UT shall have the right to grant licenses in the Licensed Software to Institutional Users. All rights in the Licensed Software not specifically granted to the Licensee are retained by UTRF.

2.5   Licensee understands that the Licensed Software may have been developed under a funding agreement with the government of the United States of America, and, if so, that the government may have certain rights relative thereto. This Agreement is explicitly made subject to the government's rights under any such government agreement and under any applicable law or regulation. To the extent that there is a conflict between any

such government agreement, law, or regulation and this Agreement, the provisions of such government agreement, law, or regulation shall prevail.

2.6   In the event that any Enhancements to the Licensed Software are developed by one or more of the Authors in the course of their employment by UT and assigned and delivered to UTRF by UT during the term of this Agreement, UTRF will make such Enhancements available to Licensee in the same form (i.e., source code and/or object code) that such Enhancements are delivered to UTRF.

3.   CONSIDERATION.

3.1   Subject to all the provisions of this Section 3.1, as a license issue fee ("License Issue Fee") in consideration of the execution of this Agreement, Licensee shall, within thirty (30) days after the Effective Date, complete all action required to issue, and issue to, UTRF units representing financial and governance membership interests equal to ten percent (10%) of all units issued in Licensee ("Units") and shall provide UTRF with a written Unit Certificate evidencing UTRF's ownership of such Units and provide UTRF copies of Licensee's Articles of Organization, Licensee's Operating Agreement and Licensee's Joinder Agreement evidencing UTRF's admission as a member in Licensee and as a party to said Operating Agreement.

(a)   Licensee shall not maintain or create any membership interests with superior rights or preferences with regard to distributions of profits and/or losses and/or upon liquidation and dissolution to the Units issued to UTRF; provided, however, Licensee may create a class of membership interests with superior rights or preferences to UTRF's Units in connection with any bona fide equity investment in Licensee of $1 million or more, so long as UTRF's Units are treated on par with the membership interests of, and UTRF is granted rights and privileges equal to, the holders of a majority of Licensee's Units immediately prior to such investment.

(b)   Licensee represents to UTRF as follows:

(i)   Licensee is validly organized and existing pursuant to applicable state law; and

(ii)   Licensee has completed, or will have completed by the time UTRF's Units are issued, all necessary and appropriate company action to make UTRF a member of Licensee as set forth in this Agreement; and

(iii)   UTRF's Units are, or will be by the time UTRF's Units are issued, validly issued, fully paid, and not subject to any assessments or charges; and

(iv)   Information provided, or to be provided, to UTRF pursuant to Section 5.4 is true and correct to the best of Licensee's knowledge.

(c)   UTRF agrees to execute and deliver a Joinder Agreement in form reasonably acceptable to counsel for UTRF containing the usual and customary investment representations as appropriate for issuance of UTRF's Units.

(d)   Licensee shall provide UTRF with the documents identified in Section 3.1 when action is completed making UTRF a member of Licensee. Licensee shall annually provide UTRF with a copy of: its audited financial statements (in years Licensee does not have audited financial statements, Licensee shall provide UTRF with a copy of its unaudited financial statements, certified by an officer of Licensee); any annual report required by the state in which Licensee is organized; any annual report to the members; and minutes of its annual members meeting; and any other information generally made available to Licensee's members.

(e)   Licensee shall neither take nor permit any action that would have the affect of diluting UTRF's membership interest below 10% of Licensee's total Units unless and until Licensee has received bona fide equity investment in excess of $100,000.

(f)   Beginning with the sixth (6ᵗʰ) anniversary of the Effective Date, Licensee shall not consent to any transfer of its membership interests, and Licensee shall not issue additional membership interests to any party, unless UTRF has had the option at the same time as part of the same transaction to transfer its proportionate share of its Units for the same consideration. UTRF shall have thirty (30) days after full notice of the details of such transaction to exercise its option to participate in the transaction.

(g)   By notice in writing to Licensee, UTRF shall have the right to put its Units to Licensee during the thirty (30) day period beginning with the tenth (10ᵗʰ) anniversary of the Effective Date, and Licensee shall be obligated to redeem UTRF's Units. Unless the parties agree otherwise, the exercise price for this option shall be determined by appraisal by a qualified independent appraiser. Unless the parties otherwise agree, the appraiser shall be selected by two appraisers, one each designated by each party. The expense of the appraisal shall be split between Licensee and UTRF.

(h)   The provisions of this Article 3.1 shall survive the termination of the Agreement, and shall continue in force and effect as long as UTRF holds Units in Licensee.

3.2   Licensee agrees to pay UTRF non-refundable royalties ("Running Royalties") in the amount of six and one-half percent (6.5%) of Gross Receipts.

3.3   Upon impending transfer of all of Licensee's assets to another party, UTRF agrees to enter into good faith negotiations to evaluate the Running Royalties rate and the expected future Gross Receipts within the context of such transfer, including specifically consideration of the potential for a mutually agreeable amendment to this Agreement to provide for the conversion of future Running Royalties into a single lump sum or other forms or methods of payment of agreed-upon equivalent present value. While both parties agree to conduct such negotiations in good faith, this Section 3.3 shall not be interpreted to require either party to enter into any such amendment, except in the exercise of such party's sole discretion following those good faith negotiations.

4.   DEVELOPMENT AND DILIGENCE.

4.1   Licensee shall be responsible for all aspects of the marketing of Licensed Software including, without limitation, all sales functions, promotion, delivery, invoicing and collection. Licensee will at all times use its best efforts to promote and market Licensed Software throughout the Territory in the Field of Use.

4.2   In addition, Licensee will use its best efforts to meet the following milestones ("Diligence Milestones"):

(a)   First Diligence Milestone: Prior to the expiration of thirty (30) days after the Effective Date, Licensee will enter into a contract with an established non-affiliated third-party software developer reasonably acceptable to UTRF ("Developer") to develop and deliver to Licensee a fully-functional beta version of the Licensed Software in both source code and object code (machine readable form) that preserves all existing functionality of the Licensed Software and includes, at a minimum, a user interface that links the user with data records on a data server, two-way exchange of data, context-sensitive response to user inputs, and user documentation. In addition, such contract must provide for ownership by UTRF of copyright in all new versions or other Enhancements of the Licensed Software made pursuant to such contract, which must be approved in advance by UTRF, such approval not to be unreasonably withheld.

(b)   Second Diligence Milestone: Prior to the expiration of four (4) months after the Effective Date, Licensee shall deliver to UTRF a beta version of the Licensed Software in both source code and object code (machine readable form) that meets all the criteria set forth in the First Diligence Milestone. Upon timely achievement of the Second Diligence Milestone, UTRF, as an intellectual property development and protection expense, will pay the amount due to the Developer under the software development contract approved by UTRF, provided that UTRF's contribution does not exceed Ten Thousand Dollars ($10,000).

(c)   Third Diligence Milestone: Prior to the expiration of eight (8) months after the Effective Date, Licensee shall complete and deliver to UTRF a comprehensive business plan for the commercialization of the Licensed Software.

(d)   Fourth Diligence Milestone: Prior to the expiration of ten (10) months after the Effective Date, Licensee will have executed at least three (3) agreements with institutions for beta testing of the Licensed Software.

(e)   Fifth Diligence Milestone: Prior to the expiration of twenty-four (24) months after the Effective Date, Licensee will have entered into at least one sublicense with a non-affiliated Institutional User.

(f)   Sixth Diligence Milestone: On or before the date indicated below, Licensee will have cumulative Gross Receipts equal to or exceeding the indicated amount:

DATE	AMOUNT
Second anniversary of Effective Date	$25,000
Third anniversary of Effective Date	$50,000
Fourth anniversary of Effective Date	$100,000

4.3   Licensee will notify UTRF in writing of the achievement of each Diligence Milestone within thirty (30) days thereafter, including sufficient information for UTRF to determine whether such Diligence Milestone has been fully accomplished, and Licensee will provide UTRF with all relevant information requested by UTRF pertaining to the achievement of each Diligence Milestone. Failure to achieve any Diligence Milestone on or before the specified date shall be a material breach of this Agreement.

4.4   Until the achievement of the Sixth Diligence Milestone, Licensee shall provide UTRF with written Development Reports summarizing Licensee's development activities since the last Development Report. Licensee agrees to provide each Development Report to UTRF on or before the last day of March and the last day of September each year, and shall set forth in each Development Report sufficient detail to enable UTRF to ascertain Licensee's progress toward meeting the Diligence Milestones. UTRF reserves the right to audit Licensee's records relating to the development activities required hereunder. Such record keeping and audit procedures shall be subject to the procedures and restrictions set forth in Section 5 for auditing the financial records of Licensee.

4.5   Licensee agrees to and warrants that it has, or will obtain, the expertise necessary to develop the Licensed Software for license to the commercial market and that it intends to do so. Licensee acknowledges that any failure by Licensee to make timely submission to UTRF of any notification under Section 4.3 or any Development Report under Section 4.4 or the providing of any false or misleading information to UTRF regarding Licensee's development activities hereunder, shall be a material breach of this Agreement.

5. ACCOUNTING; PAYMENTS.

5.1   No Running Royalties shall be due for Gross Receipts received during the period from the Effective Date through December 31, 2011, and therefore the first payment of Running Royalties will be due on July 30, 2012 Beginning with the payment due on July 30, 2012, Running Royalties on Gross Receipts received by Licensee from the first day of January through the last day of June each year during the term of this Agreement will be due and payable within thirty (30) days (i.e., on or before July 30 of the same year) and Running Royalties on Gross Receipts received by Licensee from the first day of July through the last day of December each year during the term of this Agreement will be due and payable within thirty (30) days (i.e., on or before January 30 of the next year)..

5.2   LICENSEE shall not pay royalties into any escrow or other similar account.

5.3   In the event any payments are not received by UTRF when due, LICENSEE shall (i) pay to UTRF interest on the overdue balance at the lesser of one percent (1%) per month or the maximum rate of interest allowed by law, and (ii) pay all reasonable collection costs at any time incurred by UTRF in obtaining payment of amounts past due, including reasonable attorneys fees. The payment of such interest and/or collection costs shall not foreclose UTRF from exercising any other rights it may have as a consequence of the lateness of any payment. In no event shall this provision be construed as a grant of permission for any payment delays.

5.4   All payments to UTRF shall be paid in United States dollars at its address in Knoxville, Tennessee, or at such other place as UTRF may reasonably designate consistent with the laws and regulations controlling in the United States or any foreign country. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the exchange rate listed in the Wall Street Journal for major New York banks on the last business day of the calendar half year to which such royalty payments relate. If LICENSEE is required by law, rule or regulation to withhold taxes from the types of payment due UTRF hereunder, the parties shall (a) deduct those taxes from the amount otherwise remittable to UTRF hereunder, (b) pay such taxes to the proper taxing authority, and (c) send evidence of the obligation together with proof of payment to UTRF within thirty (30) business days following that payment.

5.5   If an examination of records provided under Article 6.9 of this Agreement reveals a payment shortage, LICENSEE shall promptly pay UTRF the amount of the shortage and the interest accrued on the shortage at the rate set forth in Article 6.4 of this Agreement, and if the shortage is greater than 5% of the total amount due under any one royalty payment, LICENSEE shall also promptly reimburse UTRF for the reasonable cost of examination.

5.6   LICENSEE's failure to pay any undisputed amounts owed to UTRF shall constitute an event of default and UTRF shall have the option to terminate this Agreement in accordance with the terms and provisions of Article 8.3 of this Agreement.

5.7   Receipt or acceptance by UTRF of any payment or report under this Agreement shall not prevent UTRF from subsequently challenging the validity or accuracy of such payment or report.

5.8   A full accounting showing how any Running Royalties have been calculated shall be submitted to UTRF on the earlier of the date of each payment is due or the date such payment is made. Such accounting shall be on a per-country and product line, version or trade name basis. In the event no payment is owed to UTRF, a statement setting forth that fact shall be supplied to UTRF.

6.   **WARRANTIES; NEGATION OF WARRANTIES.**

6.1   UTRF Warranties.

(a)   UTRF warrants that it owns title to all of the copyright rights licensed hereunder or otherwise has the right to grant the licenses granted under this Agreement. However, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS:

(i)   A WARRANTY OR REPRESENTATION BY UTRF AS TO THE VALIDITY OR THE SCOPE OF PROTECTION OF THE COPYRIGHT ON THE LICENSED SOFTWARE;

(ii)   A WARRANTY OR REPRESENTATION THAT THE MANUFACTURE, USE, SALE, IMPORT, COPYING, DISTRIBUTION, OR PUBLICATION OF THE LICENSED SOFTWARE IS OR WILL BE FREE FROM INFRINGEMENT OF THE PATENT OR COPYRIGHT RIGHTS OF THIRD PARTIES;

(iii)   AN OBLIGATION TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT; OR

(iv)   AN OBLIGATION TO FURNISH TECHNICAL INFORMATION, DOCUMENTATION, OR KNOW-HOW OTHER THAN (x) THE SOURCE CODE OF THE LICENSED SOFTWARE AND THE DOCUMENTATION, IF ANY, LISTED ON APPENDIX A AS OF THE EFFECTIVE DATE AND (y) ENHANCEMENTS AS REQUIRED BY SECTION 2.6; OR

(v)   AN OBLIGATION TO FURNISH ANY SERVICES OR PROVIDE ERROR CORRECTION OR ANY OTHER SUPPORT WHATSOEVER.

(b)   OTHER THAN THE SPECIFIC WARRANTY IN THE FIRST SENTENCE OF SECTION 6.1(a), UTRF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2   Licensee Warranties. Licensee warrants that:

(a)   it has the power to enter into this Agreement;

(b)   it will take no action that would negatively affect the enforceability of the copyright rights of UTRF in the Licensed Software;

(c)   it will require an effective copyright notice to appear printed on all media, displayed as a part of the user interface during execution, and in the program code, if possible, of all copies of the Licensed Software; and

(d)   it will consider all source code of the Licensed Software delivered to or developed by or for Licensee to be trade secret information. Licensee will not permit disclosure of the source code to any person other than employees of Licensee and shall take all reasonable measures to maintain the confidentiality of the source code including at least the same measures that Licensee takes to protect its own trade secrets.

7.   RECORDKEEPING.

7.1   Licensee shall keep books and records sufficient to verify the accuracy and completeness of Licensee's accounting referred to above, including without limitation, inventory, purchase and invoice records relating to the Licensed Software or their manufacture. Such books and records shall be preserved for a period not less than six (6) years after they are created during and after the term of this Agreement.

7.2   Licensee shall take all steps necessary so that UTRF may within thirty (30) days of its request review and copy all the books and records at a single United States location to verify the accuracy of Licensee's accounting. Such review may be performed by any staff member of UTRF as well as by any attorney or registered CPA designated by UTRF, upon reasonable notice and during regular business hours.

7.3   If a royalty payment deficiency is determined, Licensee shall pay the royalty deficiency outstanding within thirty (30) days of receiving written notice thereof, plus interest on outstanding amounts as described in Section 3.

8.   TERM AND TERMINATION.

8.1   Subject to early termination by Licensee under Section 8.2 or by UTRF under Section 8.3, the term of this license shall begin on the Effective Date of this Agreement and continue until the date that is twenty (20) years after the Effective Date of this Agreement, at which time it shall terminate.

8.2   Licensee may terminate this Agreement at any time by giving at least ninety (90) days written and unambiguous notice of such termination to UTRF. Such a notice shall be accompanied by a statement of the reasons for termination.

8.3   If Licensee at any time defaults in the timely payment of any monies due to UTRF, the timely issuance of the Units to UTRF, or the timely submission to UTRF of any Development Report, or commits any other breach or default of any other covenant herein contained, and Licensee fails to remedy any such breach or default within thirty (30) days after written notice thereof by UTRF, UTRF may, at its option, terminate this Agreement by giving notice of termination to Licensee. UTRF at its option may also terminate this Agreement upon notice to Licensee if the payment of Running Royalties under Section 3, once begun, falls below Twelve Thousand Five Hundred Dollars $12,500 for more than four (4) half-year periods as set out in Section 5.1.

8.4   Upon the termination of this Agreement, Licensee shall remain obligated to provide an accounting for and to pay Running Royalties earned up to the date of the termination. Termination of this Agreement shall not terminate any sublicense granted to an End User or an Institutional User; however, any royalties due from such End User or Institutional User after termination of this Agreement shall be paid directly to UTRF.

9.   **ASSIGNMENT.**

9.1   This Agreement may not be transferred to assigned by Licensee in whole or in part without the prior written consent of UTRF.

10.   **PROTECTION; ENFORCEMENT.**

10.1   Until the expiration of forty-eight (48) months after the Effective Date, UTRF will be responsible at its own expense for copyright registration of the Licensed Software in the United States, limited to the version of the Licensed Software in existence as of the Effective Date as described in Appendix A and one (1) beta version delivered to UTRF by Licensee in both source code and object code (machine readable form) that meets all the criteria set forth in the First Diligence Milestone and the Second Diligence Milestone. Thereafter, copyright registration for the Licensed Software in the Territory shall be the responsibility of the Licensee and at the Licensee's expense.

10.2   In the event of any infringement of any rights granted to Licensee hereunder, Licensee shall have, after consultation with UTRF, the first option to bring any action for such infringement on behalf of itself and UTRF, and UTRF shall cooperate fully with Licensee in such action. Licensee agrees to reimburse UTRF for ordinary and necessary out-of-pocket expenses incurred by UTRF in connection with such cooperation. In the event Licensee elects to bring such action, Licensee shall bear the expenses of the action. Recoveries or reimbursements from such action shall first be applied to reimburse UTRF for its actual costs not previously reimbursed by Licensee and to reimburse Licensee for its actual costs sustained in connection with such action. Any remaining recoveries or reimbursements shall be shared equally by Licensee and UTRF. If Licensee declines to bring any such action, Licensee shall promptly so notify UTRF, and UTRF may proceed and shall bear all expenses of the action, and shall be entitled to retain all proceeds of such action. Licensee shall cooperate fully with UTRF at UTRF's request, and UTRF agrees to reimburse Licensee for ordinary and necessary out-of-pocket expenses incurred by Licensee in connection with such cooperation.

11.   **INDEMNIFICATION; INSURANCE.**

11.1   Licensee shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless the Authors and UTRF, UT, and their respective employees, students, directors, trustees, and agents (each an "Indemnified Party") against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising out of or resulting from the marketing, development, production, manufacture, sale, use, sublicense, copying, publishing or advertisement of Licensed Software or arising from any right or obligation of Licensee hereunder. Notwithstanding the above, the Indemnified Parties shall each have the right to retain counsel of their own to defend their respective interests. Licensee shall not enter into any settlement (i) without the prior approval of UTRF, which shall not be unreasonably withheld, if such settlement affects the rights of UTRF hereunder; or (ii) without the prior approval of the Indemnified Party(ies), which shall not be unreasonably withheld, if such settlement contains an admission of fault or wrongdoing on the part of such Indemnified Party(ies);

11.2   Licensee warrants that at all times during the term of this Agreement, it will maintain liability insurance coverage appropriate to the risk involved in commercializing Licensed Software hereunder and that such insurance coverage lists UTRF, UT, and the Authors as additional insureds and requires at least thirty (30) days prior written notice to UTRF of any change in or cancellation of the insurance coverage. Within sixty (60) days after the execution of this Agreement and thereafter annually between January 1 and January 31 of each year, Licensee will present evidence to UTRF that the coverage is being maintained with UTRF, UT, and the Authors listed as additional insureds.

12.   USE OF NAMES.

Licensee shall not use UTRF's name, UT's name, or the name of any of the Authors without the prior written approval of the entity or person whose name is being used. Notwithstanding the foregoing, Licensee may in good faith quote or refer to publicly-available documents in which UTRF's name, UT's name, or the name of any of the Authors is used without obtaining such prior approval, provided that Licensee shall not under any circumstances use UTRF's name, UT's name, or the name of any of the Authors in manner that is false or misleading and further provided that iCare includes a prominently-displayed statement to the effect that such publicly-available documents do not constitute an endorsement of iCare's products by UTRF, UT, or the Authors. No blog or other personal publication of UT's or UTRF's faculty, staff, or students shall constitute a publicly-available document for purposes of this Section 12.

13.   MISCELLANEOUS.

13.1   This Agreement shall be construed in accordance with the internal laws of the State of Tennessee. If any provisions of this Agreement are or shall come into conflict with the law or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations. The parties hereto are independent contractors and not joint venturers or partners.

13.2   The parties shall attempt in good faith to resolve any claims, disputes, and controversies that may arise under, out of, or in connection with this Agreement quickly, amicably and voluntarily. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or to prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement that the parties do not resolve voluntarily, shall be resolved upon thirty (30) days written notice of either party to the other by final and binding arbitration in Knoxville, Tennessee under the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator(s) shall have no power to add to, subtract from or modify any of the terms or conditions of this Agreement, nor to award punitive damages. The prevailing party in any such arbitration shall, in addition to recovering reasonable out-of-pocket costs of the arbitration, be entitled to an award of reasonable attorneys fees incurred in connection with the arbitration, with any action necessary to perfect the arbitration award as a judgment, and for any collection action required to secure payment of any arbitration award. Any award rendered in such arbitration may be entered and enforced by either party in either the courts of the State of Tennessee or in the United States District Court for the Eastern District of Tennessee, to whose jurisdiction for such purposes UTRF and Licensee each hereby irrevocably consents and submits, or in any other United States court having jurisdiction.

13.3   LICENSEE hereby gives written assurance (a) that it will comply with all United States export control laws and regulations, including without limitation all Export Administration Regulations of the United States Department of Commerce, (b) that it will require written assurance of such compliance from each sublicensee, (c) that it bears sole responsibility for its own violation of such laws and regulations, and (d) that it will indemnify, defend, and hold UT and UTRF and the Indemnified Parties harmless in accordance with Section 11 for the consequences of any such violation by itself or any sublicensee.

13.4   A facsimile of this Agreement shall be deemed a binding original; if faxed, the party faxing the Agreement shall then provide a complete and signed original hard copy to the other party by regular mail within three (3) business days.

13.5   The headings and recitals contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.   **NOTICES.**

Any payment, notice or other communication required or permitted hereunder (hereinafter "notice") shall be in writing and shall be hand-delivered, sent by overnight courier, mailed by certified United States mail, return receipt requested, or sent by email or facsimile, to the address(es) given below or to such other address(es) as the parties may hereafter specify in writing. Notice shall be deemed given and received five (5) days after being deposited with the U.S. Postal Service certified mail (postage prepaid and return receipt requested), or if notice is hand-delivered or sent by overnight courier, upon the date of actual delivery, or if sent by facsimile or email, upon the date the recipient Party acknowledges receipt in writing, by email or otherwise. An email notice shall be given concurrently to up to three email addresses provided by the recipient party and the first acknowledgment of receipt from the recipient party shall establish the date on which such notice is given.

UTRF:

If notice is given by means other than email, to:

University of Tennessee Research Foundation
UT Conference Center, Suite 211
600 Henley Street
Knoxville, TN 37996-4122
USA
Attn: President

With copy to:

John A. Hopkins
UT Conference Center, Suite 211
600 Henley Street
Knoxville, TN 37996-4122
USA

If notice is given by email, to:

jhop@utk.edu
jlsnider@utk.edu

LICENSEE:

If notice is given by means other than email, to:

Matthew A. Bell
iCare Academic, LLC
2450 E.J. Chapman Drive

Knoxville, TN 37996

If notice is given by email, to:

icare.matt@gmail.com
icare.tami@gmail.com

15. INTEGRATION.

15.1   The Parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto.

15.2   The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

15.3   The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION ("UTRF")

By:_____   Date_____

Name: John A. Hopkins

Title: Vice President

ICARE ACADEMIC, LLC ("Licensee")

By:_____   Date_____

Name:_____

Title:_____

APPENDIX A

to

SOFTWARE LICENSE

between

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION

and

ICARE, LLC

<u>LICENSED SOFTWARE</u>

Case_1_BMP_0700.mht
Case_1_CBC_0700.mht
Case_1_Demographic.xml
Case_1_FlowSheet.xml
Case_1_HnP.mht
Case_1_NursesNotes.mht
Case_1_PTT_0700.mht
Case_1_VitalSigns.xml
Case_2_Demographic.xml
Case_2_FlowSheet.xml
Case_2_HnP.mht
Case_2_Orders.xml
Case_2_VitalSigns.xml
Case_3_Demographic.xml
Case_3_FlowSheet.xml
Case_3_HnP.mht
Case_3_NursesNotes.mht
Case_3_VitalSigns.xml
Case_4_CBC.mht
Case_4_Demographic.xml
Case_4_Encounters.xml
Case_4_FlowSheet.xml
Case_4_NursesNotes.mht
Case_4_Orders.xml
Case_4_VitalSigns.xml
Case_5_BMP_1350.mht
Case_5_CBC_1350.mht
Case_5_Demographic.xml
Case_5_FlowSheet.xml
Case_5_HnP.mht
Case_5_NursesNotes.mht
Case_5_Orders.xml
Case_5_VitalSigns.xml

Case_6_CBC_0900.mht
Case_6_Demographic.xml
Case_6_FlowSheet.xml
Case_6_HnP.mht
Case_6_NursesNotes.mht
Case_6_VitalSigns.xml
Case_7_Demographic.xml
Case_7_FlowSheet.xml
Case_7_HnP.mht
Case_7_NursesNotes.mht
Case_7_VitalSigns.xml
Case_8_CBC_1000.mht
Case_8_Demographic.xml
Case_8_FlowSheet.xml
Case_8_HnP.mht
Case_8_NursesNotes.mht
Case_8_VitalSigns.xml
CaseMixed.xml
frmAboutiCare.cs
frmAboutiCare.Designer.cs
frmAdminPanel.cs
frmAdminPanel.Designer.cs
frmForgotPassword.cs
frmForgotPassword.Designer.cs
frmInstructorPanel.cs
frmInstructorPanel.Designer.cs
frmLogin.cs
frmLogin.Designer.cs
frmMain.cs
frmMain.Designer.cs
frmOptions.cs
frmOptions.Designer.cs
frmSearchCourse.cs

frmSearchCourse.Designer.cs
frmSearchInstructor.cs
frmSearchInstructor.Designer.cs
frmSearchPatient.cs
frmSearchPatient.Designer.cs
frmSearchStudent.cs
frmSearchStudent.Designer.cs
frmStudentPanel.cs
frmStudentPanel.Designer.cs
frmStudentReg.cs
frmStudentReg.Designer.cs
iCare.cs
iCare.Designer.cs
ICareDBTool.cs
ICareUtil.cs
Program.cs

iCare v.1.0 Software Sublicense Agreement

This iCare v.1.0 Software Sublicense Agreement ("Agreement") is entered as of _____,
20____, by and between _____ of _____ ("Sublicensee"),
and iCare Academic, LLC of Knoxville, Tennessee ("iCare").

Sublicensee and iCare agree as follows:

1. SUBLICENSE

   a. *Grant of Sublicense.* iCare grants to Sublicensee a limited, non-exclusive, nontransferable sublicense to use
   the software, iCare v. 1.0, which iCare licenses exclusively from the University of Tennessee Research Foundation
   ("UTRF") (the "Software") for the Term (as defined in Section 1(b) below). The grant of this sublicense covers the
   use of the Software by _____ Authorized Users.

   b. *Term.* This Agreement shall commence on the date set forth above and have a term ("Term") until
   _____, unless terminated earlier or extended pursuant to the provisions of this Agreement.

   c. *Software.* Sublicensee understands that in order to make the Software available to Sublicensee, iCare and
   UTRF entered into a licensing agreement effective as of _____("the License") that provides the
   terms under which UTRF will provide the Software to iCare. Sublicensee understands that the Software is and shall
   remain the property of iCare pursuant to the License. Sublicensee understands that, if the License is terminated for
   any reason during the Term of this Agreement, the Software will no longer be available to Sublicensee, and
   this Agreement will terminate in accordance with Section 11 below. Except as the rights and obligations of
   Sublicensee and iCare under this Agreement may be affected as described in this section, the rights and obligations
   between Sublicensee and iCare with respect to the Software are governed solely by the terms and conditions of this
   Agreement.

2. TITLE AND USE

   a. *Intellectual Property.* The Software and all applicable rights in patents, copyrights, trade secrets, and
   trademarks are and shall at all times remain the property of UTRF and iCare. Sublicensee shall not hold any interest
   in any intellectual property related to the Software.

   b. *Authorized User.* For the purpose of this Agreement, an "Authorized User" will be considered

   (i) any current student, faculty, staff, or other employee of Sublicensee or

   (ii) any individual who otherwise has received express written permission from iCare to use the Software in
   a manner specifically limited in scope to that which is granted within the express written permission.

3. PAYMENTS

   a. Sublicensee shall pay to iCare a software license fee of $_____ to be paid at the signing of this
   Agreement. Sublicensee shall also pay to iCare a maintenance fee of $_____, and a subscription fee per
   user of $25.00, for the license and use of the Software.

   b. Sublicensee agrees to pay to iCare a late fee of $150.00, for any fee payment that is not received by iCare
   within thirty (30) days after the date such payment is due. Sublicensee also agrees to pay to iCare a late fee of
   $75.00, for any Sublicensee check that is returned for insufficient funds.

c. Except as otherwise provided herein, Sublicensee's obligation to make payments to or at the direction of iCare shall be absolute, unconditional, non-cancelable and independent and shall not be subject to any setoff, claim or defense for any reason, including any claims Sublicensee may have relating to performance or for loss or damage of or to the Software or any updates.

d. Sublicensee shall be responsible for paying any sales or uses tax imposed at any time whatsoever on this transaction.

4. IMPROVEMENTS AND OTHER MODIFICATIONS

Improvements and modifications in the Software, made by iCare at any time after the commencement of this Agreement that do not change the basic program functions or create a new program function, shall be furnished to Sublicensee for the term of this Agreement. Thereafter, improvements will be furnished at iCare's then current charges.

5. REPRESENTATIONS AND COVENANTS

Sublicensee covenants and agrees to the following:

a. Sublicensee shall indemnify and hold harmless iCare and UTRF and their directors, officers, agents, representatives, employees, successors and assigns from all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) arising out of the use of Software by Sublicensee,

b. Neither iCare nor UTRF shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Software for any purpose whatsoever whether or not Sublicensee has been advised of the possibility of such damages.

c. Sublicensee will not (i) attempt to gain access to the source code or object code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party who is not an Authorized User. In the event that Sublicensee does modify the Software in violation of this Agreement or makes suggestions to iCare concerning modifications or enhancements, Sublicensee gives to iCare exclusive ownership, without any limitations or conditions, of any modification Sublicensee makes or suggests to iCare during the term of this Agreement.

d. Sublicensee will provide iCare with written notice of any legal proceeding or arbitration in which Sublicensee is named as a defendant and that alleges defects in the Software within five (5) days after Sublicensee receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.

e. Sublicensee shall not sell or otherwise transfer its interest in the Software. Sublicensee represents that it is not the intent of Sublicensee to use the Software to produce or recreate the Software for the purposes of resale or distribution to any third party, in any market location.

f. Sublicensee understands that the Software is still being tested and because of the on-going testing, access to the Software is being granted at a discounted price for the term of this Agreement. Further, in return for the discounted price of the Software, Sublicensee agrees to participate in the research and development of the program as follows:

(i) During the term of this Agreement, Sublicensee shall conduct three focus groups as outlined in the research protocol developed by iCare.

(ii) If the Sublicensee or any agent of Sublicensee publishes or presents data related to participation in iCare focus group testing, Sublicensee will appropriately cite iCare and the members of its Research and Development department.

(iii) Sublicensee will assign a lead faculty collaborator to serve as a liaison with iCare and project manager for the Software implementation and testing. The duties of the lead faculty collaborator may include gaining university approval to engage in research related to the focus groups, organizing focus groups, gathering data and obtaining consent from students to engage in focus groups.

iCare covenants and agrees to give the lead faculty collaborator a $500.00 honorarium after completion of each focus group. iCare will also give the lead faculty collaborator authorship in all publications and presentations which are submitted by iCare and refer to or use data from a focus group that was conducted by the lead faculty collaborator.

6. DEFAULT

   a. Each of the following events shall be an Event of Default by Sublicensee under this Agreement:

   (i) Sublicensee's failure to pay, for any reason, any amount required under this Agreement within thirty (30) days after the date that such payment is due or if Sublicensee fails to observe, keep or perform any other obligation or provision of this Agreement; or

   (ii) Sublicensee's failure to maintain the security of the Software by allowing a third party who is not an Authorized User to access to the Software; or

   (iii) The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Sublicensee; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

   (iv) Sublicensee's failure to duly perform any of its other obligations in this Agreement and fails to remedy such failure for 30 days after notice by iCare to the Sublicensee specifying the default and requiring it to be remedied.

   b. An Event of Default by iCare under this Agreement will occur upon the termination of the License for any reason.

7. RIGHTS AND REMEDIES

   a. Upon the occurrence of an Event of Default by Sublicensee, iCare may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

   (i) Assess Sublicensee late fees as described in this Agreement;

   (ii) Terminate this Agreement and deactivate Sublicensee's access to the Software;

   (iii) Bill the Sublicensee for any outstanding amounts owed under this Agreement; and/or

(iv) Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by iCare in connection with the exercise of its rights and remedies under this Agreement.

b.   If iCare deactivates the Software because of a default by Sublicensee under this Agreement, but does not otherwise terminate this Agreement, Sublicensee will be entitled to seek to have the Software reactivated. In order to do so, Sublicensee shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys fees incurred by iCare in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, iCare shall reactivate access to the Software as soon as is reasonably possible.

c.   In the event iCare institutes any action for the collection of amounts due and payable hereunder, Sublicensee shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by iCare in connection with collecting under this Agreement. Sublicensee expressly waives all rights to possession or use of the Software or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to termination of use.

d.   iCare's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach of such right or remedy. iCare's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

8.   SECURITY OF SOFTWARE AND PROPRIETARY INFORMATION

a.   Sublicensee acknowledges that it is necessary to maintain security of the Software to prevent its use by unauthorized persons and agrees:

(i)   to only permit Authorized Users to use the Software;

(ii)   to establish specific procedures designed to meet the obligations of this section;

(iii)   to not duplicate the Software or allow other persons to do so;

(iv)   to not assign, transfer or pledge this Agreement or the Software;

(v)   to immediately notify iCare in writing of the loss or theft of any user account information and the circumstances surrounding such loss or theft; and

(vi)   to follow all additional security procedures or relevant operating procedures as specified from time to time by iCare.

b.   Sublicensee understands and agrees that the Software constitutes valuable properties and trade secrets of UTRF and iCare embodying substantial creative efforts and confidential information, ideas, and expressions. The Software, whether the original or any complete or partial copies thereof, whether said original and copies are made by Sublicensee or anyone else, and all copyright, patent, trade secret, and other intellectual and proprietary rights therein, are and remain the property of iCare under the License. Aspects of the Software that are iCare and UTRF's trade secrets include the specific design and structure of the individual program. Further, any and all details of this Agreement, the consideration paid by Sublicensee for the Software, and all other related details and information are Proprietary Information and, thus, the property of iCare. Sublicensee agrees not to disclose, discuss, or divulge this information to any third party or legal entity except as required by law, regulation or court order.

Sublicensee acknowledges that it is necessary to maintain the trade secrets and Propriety Information of the Software to prevent its use by unauthorized persons and agrees as follows:

(i) All materials comprising the Software furnished to Sublicensee and any copies made by Sublicensee in violation of this Agreement shall carry notices of iCare and UTRF's copyrights, trade secrets, and proprietary rights printed on any materials distributed to Sublicensee, and embedded in the source code or object code, including partial copies or updated versions thereof.

(ii) Sublicensee agrees to not alter or remove any proprietary rights or copyright notices or identification which indicates iCare and UTRF's ownership interests from any part of the Software.

(iii) Sublicensee understands and agrees that the Software is an unpublished work and agrees that the existence of any copyright notice shall not be construed as an admission or presumption that publication of the Software has occurred.

(iv) Sublicensee agrees to take any and all necessary or desirable actions to ensure continued protection of iCare and UTRF's copyright and Proprietary Information and to prevent access thereto or use thereof by any person or entity not authorized by this Agreement.

(v) iCare is hereby authorized to make reasonable inquiries concerning Sublicensee's compliance with the provisions of this Section.

c. The provisions of this Section with respect to confidentiality of the Software survive any termination of this Agreement.

9. ARBITRATION; LITIGATION

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted at a location chosen by iCare. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with Tennessee law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

10. NOTICES

All notices hereunder shall be sent by any of the following: (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being noticed at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, five (5) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

11. TERMINATION

a. This Agreement will terminate 60 days after written notice of the Sublicensee's desire to terminate this Agreement is received by iCare and after Sublicensee pays iCare any amounts owing prior to such termination,

including any annual fees owing prior to such termination which remain unpaid. Upon termination, any annual fees that would have become owing after the date of termination of this Agreement are released and discharged by iCare.

   b.   iCare may terminate this Agreement upon termination of the License with UTRF for any reason, including without limitation, a default by iCare under the License. Upon termination, Sublicensee shall be obligated to satisfy the obligations in Section 11(a).

   c.   Upon the occurrence of an Event of Default by iCare or termination of this Agreement, Sublicensee shall be required to return to iCare any materials provided by iCare and to pay iCare any outstanding amounts owed under this Agreement. Sublicensee's obligations under this Agreement that do not explicitly survive termination shall terminate upon the occurrence of an Event of Default by iCare or termination of this Agreement.

   d.   In addition, Sublicensee shall not be entitled to any refund of any unused portion of any fee previously paid for use of the Software.

12. SOFTWARE TRAINING AND SUPPORT

a. Sublicensee will select at least three and no more than ten faculty members of Sublicensee that iCare will train in the use and functionality of iCare. There will be no fee for this training. However, Sublicensee agrees to reimburse iCare for travel and lodging costs not to exceed two nights for two agents of iCare to deliver training at a location to be designated by Sublicensee.

b. Sublicensee agrees to provide (i) a computer lab, (ii) a projector and screen and (iii) Internet access at the location designated by Sublicensee for training.

c. For the term of this Agreement, iCare shall provide at no charge reasonable support or maintenance services for the Software to Sublicensee if such support or maintenances services are requested during iCare's normal business hours and do not require on-site service. Upon receipt by iCare of a request from Sublicensee of an error, defect, malfunction or problem associated with the Software, iCare will respond to the request within 48 hours. Actual performance of the service, if possible, may take additional time as determined by iCare. Support services shall be performed during normal local business hours. Support services do not include (a) custom programming services; (b) support of any software which is not Software; (c) training; or (d) hardware and related supplies.

   If on-site maintenance and support services of iCare are required at Sublicensee's place of business, at the specific request of Sublicensee, Sublicensee shall compensate iCare in the amount of $1000.00 per day for on-site services and shall reimburse iCare for all reasonable and related travel and lodging expenses.

13. LIMITED WARRANTY

   The Software is warranted by iCare against defects in workmanship and/or materials for the term of the Agreement and that the unmodified Software will perform substantially the functions described in the documentation. iCare shall, without charge, repair or replace such defective Software media for the term of the Agreement. Neither iCare nor UTRF warrants that the Software will work in combination with other products used by Sublicensee, that the Software will meet Sublicensee's requirements, that the operation of the Software will be error free, or that Software errors will be corrected. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of Software media by the Sublicensee. Sublicensee agrees to cooperate with iCare and UTRF by performing diagnostic tests provided to Sublicensee when Sublicensee initially seeks warranty service. Neither iCare nor UTRF warrants that the Software will work in combination with other products used by Sublicensee, that the Software will meet Sublicensee's requirements, that the operation of the Software will be error-free, or that all Software errors will be corrected.

Except as expressly set forth above, no other warranties, either express or implied, are made with respect to this Software, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and iCare and UTRF expressly disclaim all warranties not stated herein. Sublicensee's sole remedies and the entire liability of iCare and UTRF are set forth above. In no event will iCare or UTRF be liable to Sublicensee or any other person for damages, expenses, lost profits, lost savings, or other damages arising out of use or inability to use such Software. Some states do not allow the limitation or exclusion of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to Sublicensee.

14. RULES AND REGULATIONS

Sublicensee has reviewed and agrees to comply with the Rules and Regulations relating to the use of the Software, which are set forth in the provisions of the End User License Agreement.

iCare may publish and make available to Sublicensee any other rules or regulations that iCare from time to time deems necessary and appropriate, and Sublicensee will be given 30 days from the date of publication of the additional rules or regulations to notify iCare of any objections to the additional rules or regulations. If Sublicensee does not notify iCare of any objection within that time period, iCare will consider Sublicensee to have accepted the additional rules or regulations, and Sublicensee agrees to comply with the additional rules or regulations.

15. GENERAL PROVISIONS

a. This Agreement and any exhibits attached hereto constitute the entire agreement between iCare and Sublicensee relating to the sublicense of Software and use of the Software.

b. This Agreement shall be effective and binding when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

c. This Agreement may be amended from time to time upon agreement by both parties in writing. Neither course of conduct nor trade practice shall modify this Agreement or any of its provisions.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. This Agreement shall be governed by the laws of the State of Tennessee without reference to Tennessee's conflicts of law provision, and Sublicensee agrees that all legal disputes will be brought in a court of competent jurisdiction in Knox County, Tennessee. No action, regardless of form, arising out of this Agreement may be brought by Sublicensee more than two years after the cause of action has arisen.

g. This Agreement shall be binding upon and inure to the benefit of iCare, and its successors and assigns, and Sublicensee.

h. Sublicensee is fully able to enter this Agreement, and such ability is not limited or restricted by any agreement or understanding between Sublicensee and other persons or companies.

i. In the event that any term or provision of this Agreement shall be deemed by a Court of competent jurisdiction to be overly broad, the parties agree that such provision shall be construed in a manner that is not overly broad and may be enforced as so limited. Subject to the foregoing sentence, the invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

j. This Agreement is the entire Agreement between the parties with respect to subject matter and, as of the date of this Agreement, it supersedes any prior negotiations or agreements.

k. Any of the titles or headings of sections or subsections, or of entities, shall not affect the legal interpretation of the contents of any section or subsection or the legal existence of any entity.

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

iCare Academic, LLC   Title: _____

By: _____   Address: _____

Title: _____   _____

Address: 2450 E.J. Chapman Dr.,

            Knoxville, TN 37996

Sublicensee:_____

By: _____

February 2015

Mini calendars:

February 2015

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2 8:00am Lawmeets registration 8:00am Send e-mail about a potential. 12:00pm corbin 3:00pm Patricia Lee 3:00pm SEALS Panel	3 30th and 31st of July Seals Registration 3:00pm Trademark Moot Court	4 Trial	5 Trial 3:00pm Trademark Moot Court 5:00pm Clancy's Tavern & Whiskey House	6	7
8	9 register for ABA 8:00am register for aba 12:00pm Penny White	10 6:00pm Sherry Mahar (Naples)	11	12 1:30pm Keith McGreggor, Executive Director of Georgia Tech's current I-Corps Node grant	13	14 3:00pm Absolute appointment
15	16 12:00pm symposium meeting	17	18 11:00am Lucy Jewel 12:00pm Faculty Meeting	19 12:00pm Iris Godwin	20	21
22	23 11:00am Entrepreneurship class (Monday, February 23, 2015 from 11:10-12:25 12:00pm Symposium meeting	24	25	26 10:00am Nutting Comprehensive	27 Lawmeets competiton	28

March 2015

March 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1	2 12:00pm faculty forum presentation 3:00pm SEALS Meeting	3 4:00pm Appointment with Gifts Of Touch Massage & Wellness Center - Stacy Breeden Massage	4	5	6 Health Care Symposium	7
8	9	10	11	12	13 12:00am Steven Smith (Set up an appointment for the 27th or 30th.)	14
15	16	17	18	19	20	21
22	23	24 2:30pm Alcoa Municipal Court, Judge Allen Bray	25	26	27 8:00am Register for 2015 Tennessee Business Law Conference	28
29	30	31	Apr 1	2	3	4

April 2015

April 2015

Su Mo Tu We Th Fr Sa
5 6 7 1 2 3 4
12 13 14 8 9 10 11
19 20 21 15 16 17 18
26 27 28 22 23 24 25
29 30

May 2015

Su Mo Tu We Th Fr Sa
3 4 5 6 7 1 2
10 11 12 13 14 8 9
17 18 19 20 21 15 16
24 25 26 27 28 22 23
31 29 30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1 12:00pm 1L advising lunch	2 1:00pm Leesy	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	May 1	2