

END USER LICENSE AGREEMENT

IMPORTANT! This software, known as CareOptions Analytics™ Program (CAP™)- Financial Intelligence for Care Planning is copyrighted and can only be used if you have a license from NavGate Technologies.

THIS MEANS THAT IT IS ILLEGAL AND STRICTLY PROHIBITED TO COPY, DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE, SUBLICENSE, TRANSMIT, GIVE OR DISCLOSE TO ANY OTHER PARTY THIS SOFTWARE OR THE ACCOMPANYING DOCUMENTATION IN HARD COPY, DIGITAL FORM OR ANY OTHER MEDIUM WHETHER EXISTING OR NOT YET EXISTING, EXCEPT AS SPECIFICALLY PERMITTED BELOW.

CAP™ is licensed only on the condition that the licensee (referred to in this Agreement as "You") agrees with NavGate® Technologies (referred to in this Agreement as ("NavGate ") to the terms and conditions set forth in the following legal agreement. **READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENSE, THEN REMOVE ALL CAP™ SOFTWARE FROM YOUR MACHINE AND CONTACT NAVGATE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS LICENSE.** If no resolution is obtained with NavGate regarding the CAP™ you purchased and if you have destroyed all unlicensed copies of CAP™, your money will be refunded. The use of this Software is governed by the terms and conditions contained in this End User License Agreement (EULA). This EULA is applicable to all of the documentation included in, to and with the Software. You are deemed to have read, understood and accepted the terms of this EULA when you use the Software unless you remove all CAP™ Software from your machine and contact NavGate within 30 days of your receipt of this license, and comply with the other conditions of return as stated above.

1. License Grant. NavGate will grant You a nontransferable, nonexclusive license to use the enclosed software (the "Licensed Software") and the accompanying documentation (the Licensed Software, the media embodying the Licensed Software, and the documentation are referred to in this Agreement as the "Licensed Materials"), if You agree to the following terms and conditions. **YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE LICENSED MATERIALS, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT.**

2. Term; Termination. This Agreement is effective from the date on which You use the Licensed Software and/or Licensed Materials. This Agreement may be terminated by You at any time by destroying the Licensed Materials, together with all copies. It will also terminate automatically and without notice if You fail to comply with any provision of this License. Upon termination you must destroy the Licensed Materials and all copies thereof, in whatever form.

3. Ownership. The Licensed Materials are the sole and exclusive property of NavGate. NavGate remains the owner of all right title and interest in the Licensed Materials. The Licensed Materials are for professional use and intended to be used by licensees with their prospects or clients,

4. Copy Restrictions. The Licensed Materials contain copyrighted material, trade secrets and other proprietary material.

(a) You may make one (1) copy of the Licensed Software in machine readable form for backup purposes only.

(b) In no event does the copying permitted under this Agreement include the right to decompile, reverse engineer, disassemble, or electronically transfer and/or transmit the Licensed Software, or to translate the Licensed Software into another computer language or otherwise reduce the Licensed Software to a human-perceivable form. You may not make or attempt to derive the source code of the Licensed Software, or the underlying ideas or algorithms of the Licensed Software. You may not copy the documentation. You may not digitally transmit or make available the Licensed Software or its content through local networks, intranets, extranets, FTP, newsgroups, bulletin boards, online discussion boards, list-serve, forums, peer to peer networks or technologies or any other mode of shared communication system, or put the Licensed Software onto a server so that it is accessible by a public network such as the internet.

(c) The functionality, processes, algorithms, protocols, interfaces, etc. of CAP™ are owned by NavGate and no data may be harvested from CAP™; any disclosure of such material may be actionable as a violation of NavGate's trade secret rights.

You agree to include the copyright notice set forth on the label of the media and embodied in the Licensed Software, and any other proprietary legends that were on the original copy of the Licensed Software, on any copy of the Licensed Software in any form, in whole or in part.

(d) You may not modify, network, rent, lend, loan, distribute or create derivative works based upon the Licensed Software in whole or in part, including modifications, enhancements, translation or localization.

(e). Use of any third party's intellectual property or proprietary rights may be subject to the terms and conditions typically found in that party's own license agreement.

(f) You agree that you will not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures, or any other confidential, financial, business or proprietary information of NavGate which you learn during the course of this EULA without the prior written consent of NavGate. This obligation shall survive the cancellation or termination of this EULA.

5. Protection and Security. You agree to use your best efforts and take all reasonable steps to safeguard the Licensed Materials to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form shall be made. You acknowledge that the Licensed Materials contain valuable, confidential information and trade secrets and that unauthorized use and/or copying is harmful to NavGate. The Licensed Materials may include security measures designed to control access and prevent unauthorized copying and use. You agree not to interfere with such security measures.

6. Duty to Backup Data. IT IS YOUR RESPONSIBILITY TO MAINTAIN PERIODIC BACKUP COPIES OF ALL DATA AND PROGRAMS USED IN CONJUNCTION WITH THE LICENSED SOFTWARE TO PREVENT CATASTROPHIC LOSS.

7. Limited Warranty.

(a) The only warranty NavGate makes to You in connection with the Licensed Materials is that the media on which the Licensed Software is recorded will be replaced without charge, if NavGate in good faith determines that it was defective and not subject to misuse, and if

the media and proof of purchase are returned to NavGate or the dealer from whom it was obtained within ninety (90) days of the date of purchase.

(b) You assume full responsibility for the selection of the Licensed Software and for its installation and use and the results of that use.

8. Warranty Disclaimers; Liability Limitations.

(a) NAVGATE MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE LICENSED SOFTWARE AND IT IS LICENSED "AS IS." THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT IT WILL MEET YOUR REQUIREMENTS FOR ANY PARTICULAR APPLICATION AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

(b) NAVGATE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. FURTHERMORE, NAVGATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NAVGATE OR ANY NAVGATE'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT NAVGATE OR NAVGATE'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE SOFTWARE SHOULD NOT BE RELIED ON FOR SOLVING A PROBLEM WHICH INCORRECT SOLUTION COULD RESULT IN INJURY TO A PERSON OR LOSS OF PROPERTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE NOT TO USE THE LICENSED SOFTWARE IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR.

(c) YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE LICENSED MATERIALS. IN NO EVENT WILL NAVGATE OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF NAVGATE OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN NO EVENT SHALL NAVGATE'S OR SUCH OTHER PARTY'S LIABILITY FOR ANY

DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE PRICE PAID FOR THE LICENSED MATERIALS.

(d) Some states and/or countries do not allow limitations on how long an implied warranty lasts and some states and/or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and/or country to country.

9. General.

(a) If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

(b) This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin. Any suit brought with respect to this Agreement may be brought ONLY in the federal courts sitting in Milwaukee County, Wisconsin, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Circuit Court of Winnebago County, Wisconsin. Any suit brought by you regarding the Licensed Materials must be filed no later than one (1) year after the acquisition date of the Licensed Software.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

(d) Should you have any questions regarding this Agreement, you may contact NavGate by certified mail at the address listed inside the back cover of the Licensed Software user's guide.

10. U.S. Government Restricted Rights. If the Licensed Materials were acquired by or on behalf of a unit or agency of the United States Government this provision applies. The Licensed Materials are provided with RESTRICTED RIGHTS. If this Software is acquired by or on behalf of any unit or agency of the United States Government, this provision applies. This Software (a) was developed at private expense, and no part of the software application was developed with government funds, (b) is a NavGate trade secret for all purposes of the Freedom of Information Act, (c) is restricted computer software submitted with restricted rights in accordance with 52.227-19 (a) through (d) of the Commercial Computer Software Restricted Rights Clause and successors, (d) in all respects is proprietary data belonging solely to NavGate, and (e) is published and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DOD), this Software is licensed only with Restricted Rights as that term is defined in the DOD Supplement to the Federal Acquisition Regulations, 52.227-7013 (c) (1) (iii) and its successors. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of The Rights in Technical Data and Computer Software clause at 52.227-7013. The contractor/ manufacturer of this Software is NavGate, a division of CareQuest, Inc., 583 D'Onofrio Drive, Suite 101, Madison, Wisconsin 53719.

11. Renewal. This license agreement may be renewed on an annual basis if at that time NavGate approves such renewal. Such renewal shall be in writing.

12. If you have purchased the version of CAP™ that allows use of COOL™ access codes through the Licensed Software, then the COOL™ Vendor Terms and Conditions of Use are incorporated by reference into this License as though fully set forth within this License.

13. Software Updates. By using the Licensed Software you consent to receiving software updates, modifications, patches, etc, that address security, performance and interoperability. Your use of the updates, modifications, patches, etc. shall be governed by this EULA unless you are asked to agree to a new EULA at the time of download or installation.

14. EULA Violations. NavGate reserves all rights not specifically granted to You above. If You infringe against NavGate's rights, NavGate will have the right to bring action against You. Any use not within the specifications of this EULA will be considered an infringement. You acknowledge and agree and NavGate's damages in the event of your violation of this EULA will be substantial and NavGate will suffer irreparable harm in such event. NavGate will then have the right to obtain equitable remedies, including but not limited to recovery of damages, obtaining injunctions, recovering statutory damages and attorneys fees and any other legal remedy that is available to NavGate.

15. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the License Materials and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by as duly authorized representative of NavGate.