

06-15-2010

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103599656

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

eWebHealth Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 3/1/2010

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Hyland Software, Inc.

Internal Address: 28500 Clemens Rd.

Street Address: 28500 Clemens Rd.

City: Westlake

State: Ohio

Country: US Zip: 44145

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

09/497,383

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Legal Dept., Hyland Software, Inc.

Internal Address: 28500 Clemens Rd.

Street Address: 28500 Clemens Rd.

City: Westlake

State: Ohio Zip: 44145

Phone Number: (440) 788-6000

Fax Number: (440) 788-6100

Email Address: tim.pembbridge@hyland.com

6. Total number of applications and patents involved: \_\_\_\_\_

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name: 06/14/2010 MIAHA1 00000041 09497383  
01 FC:8021

9. Signature: \_\_\_\_\_

Signature

6-10-10  
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 24

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

**SHARE PURCHASE AGREEMENT**

**by and among**

**HYLAND SOFTWARE, INC.**

**and**

**THE SHAREHOLDERS OF EWEBHEALTH INC. LISTED ON EXHIBIT A  
ATTACHED HERETO**

**Dated as of March 1, 2010**

# SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "*Agreement*"), dated as of March 1, 2010, is by and among Hyland Software, Inc., an Ohio corporation (the "*Buyer*"), the shareholders of eWebHealth Inc., a Delaware corporation (the "*Company*"), listed on Exhibit A attached hereto (each, a "*Shareholder*" and collectively, the "*Shareholders*"), and Warburg, Pincus Equity Partners, L.P. (the "*Shareholders' Representative*").

## RECITALS

A. The Shareholders are, or will be at the Closing, the registered and beneficial owners of all of the issued and outstanding shares of capital stock of the Company; and

B. The Shareholders desire to sell to the Buyer, and the Buyer desires to purchase from the Shareholders, all of the issued and outstanding shares of capital stock of the Company, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1: DEFINITIONS

"*Affiliate*" of any Person means any Person directly or indirectly controlling, controlled by, or under common control with, any such Person and any officer, director or controlling Person of such Person. The term "*Affiliate*" also includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of any such natural person.

"*Agreement*" has the meaning set forth in the preamble.

"*Ancillary Agreements*" means each agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Buyer, the Shareholders' Representative or any of the Shareholders in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"*Acquisition Balance Sheet*" means the balance sheet of the Company as of June 30, 2009, which is included in the Interim Financial Statements.

"*Business Day*" means any weekday on which the commercial banks in New York, New York are open for business.

"*Buyer*" has the meaning set forth in the preamble.

***“Buyer Indemnatee”*** and ***“Buyer Indemnitees”*** have the meanings set forth in **Section 12.1(a)**.

***“Cash Adjustment Amount”*** has the meaning set forth in **Section 2.3(b)**.

***“Claims Notice”*** has the meaning set forth in **Section 12.2(a)**.

***“Closing”*** has the meaning set forth in **Section 2.2**.

***“Closing Date”*** means the date on which the Closing occurs.

***“Closing Cash”*** means the aggregate amount of cash in the following bank accounts of the Company at 12:01 am New York time on the Closing Date:

<b>Bank Account</b>	<b>Account Number</b>
Operating Account RBC Bank 301 Fayetteville Street, 11 <sup>th</sup> Floor Raleigh, NC 27601	021-232-235-1
Payroll Account RBC Bank 301 Fayetteville Street, 11 <sup>th</sup> Floor Raleigh, NC 27601	021-232-238-6
Money Market Account RBC Bank 301 Fayetteville Street, 11 <sup>th</sup> Floor Raleigh, NC 27601	021-232-237-8

***“Code”*** means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

***“Company”*** has the meaning set forth in the preamble.

***“Company Intellectual Property”*** is defined in **Section 5.11(b)**.

***“Company Products”*** means all software products developed, licensed, delivered or implemented by the Company, other than third party software.

***“Company Released Parties”*** has the meaning set forth in **Section 8.5(a)**.

***“Confidential Information”*** means all information of the Company that is not generally available to the public, whatever its nature and form and whether obtained orally, by observation, from written materials or otherwise, including but not limited to information that relates to any research, technical, business or educational activities or plans of the Company, including all systems, business techniques, programs, inventions, discoveries and improvements, software, software code, databases, concepts, prototypes, training, promotional materials, vendor and product information, whether or not patented or patentable. Confidential Information shall not

***“IT Systems”*** means the hardware and Software that is used by the Company, expressly excluding Company Products.

***“Intellectual Property”*** means Copyrights, Patents, Trademarks and Trade Secrets.

***“Interim Financial Statements”*** has the meaning set forth in Section 5.6(a).

***“Investment”*** means any equity interest (including any convertible debt, options, warrants and similar instruments), owned of record or beneficially, directly or indirectly, in any Person.

***“Knowledge of the Shareholders”*** and ***“Shareholders’ Knowledge”*** means the actual knowledge of George Abatjoglou and the knowledge that a person in his position would reasonably be expected to have and the actual knowledge of Jeffrey O’Connell and William Sweeney.

***“Law”*** means any law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Authority.

***“Leases”*** is defined in Section 5.9(b).

***“Liability Claim”*** has the meaning set forth in Section 12.2(a).

***“Liens”*** means any interest or equitable interest (whether known or unknown) of any Person, including any mortgage, pledge, hypothecation, deed of trust, lease, right of others, right of first refusal, claim, security interest, encumbrance, easement, servitude, proxy, title defect, title retention agreement, voting trust agreement, transfer restriction, community property interest, option, lien, charge or similar restriction or limitation.

***“Litigation Conditions”*** has the meaning set forth in Section 12.2(c).

***“Losses”*** has the meaning set forth in Section 12.1(a).

***“Material Adverse Effect”*** means any change or effect having a material adverse effect on the properties, assets, liabilities, results of operations, or condition (financial or otherwise) of the Company, taken as a whole, except that “Material Adverse Effect” shall not include any effects resulting from (i) this Agreement, the transactions contemplated hereby or the announcement thereof, (ii) changes in general economic or political conditions or the securities, credit or financial markets in general, or (iii) changes in conditions generally applicable to businesses in the same or similar industries of the Company including, without limitation, (I) changes in Laws generally applicable to such businesses or industries or (II) changes in GAAP or its application.

***“Material Contract”*** and ***“Material Contracts”*** have the meaning set forth in Section 5.14(a).

***“Material Customers”*** has the meaning set forth in Section 5.25(a).

(c) The Company is not in default under the terms of any Lease, and, to Shareholders' Knowledge, no events have occurred and no circumstances exist which, if not remedied, and whether with or without notice or the passage of time or both, would result in such a default.

(d) No notices, orders, proposals, applications, requests or schedules of dilapidations affecting or relating to any of the Properties have been served or made by any Person and, to the Shareholders' Knowledge, there are no circumstances that are likely to result in any being served or made.

(e) The Company has not subleased, licensed or otherwise granted any Person the right to use or occupy any of the Properties or any portion thereof. To the Knowledge of Shareholders, there exists no dispute between the Company and the landlord of any of the Properties or the owner or occupier of any other premises adjacent to any of the Properties, and, to the Knowledge of the Shareholders no circumstances exist that may give rise to any such dispute.

(f) Other than the Properties, the Company does not own, occupy or otherwise use or have any interest in any land or buildings (whether of freehold, leasehold or other tenure) or have any rights or obligations to acquire any such interest, and the Company has no liability (existing or contingent) in respect of any such land or building previously owned, occupied or otherwise used by it or in which it had any interest.

(g) There has not been any material interruption in the delivery of adequate service of any utilities required in the operation of the business of the Company currently conducted at any of the Properties. The Company has not experienced any material disruptions to its operations arising out of any recurring loss of electrical power, flooding, limitations to access to public sewer and water or restrictions on septic service. To Shareholders' Knowledge, all of the streets, roads and avenues adjoining or adjacent to the Properties are publicly owned and maintained without assessment or charge to the Company. To the Knowledge of the Shareholders, no fact or condition exists that would result in the termination or impairment of the access of the Properties to publicly dedicated roadways.

#### 5.10 **Personal Property.**

(a) The Company owns each of the items of tangible personal property reflected on the Acquisition Balance Sheet or acquired thereafter (except for assets reflected thereon or acquired thereafter that have been disposed of in the Ordinary Course of Business since the date of the Acquisition Balance Sheet), free and clear of all Liens, except for Permitted Liens. Except as set forth on **Schedule 5.10(a)**, no Person, other than the Company, owns or utilizes any material equipment of the Company.

(b) Except as set forth on **Schedule 5.10(b)**, all of the tangible assets of the Company are located at the Properties listed on **Schedule 5.9(a)**.

#### 5.11 **Intellectual Property.**

(a) Schedule 5.11(a)(1) contains a true, complete and accurate list of all (i) patented or registered Intellectual Property owned by the Company, (ii) pending patent applications and applications for other registrations of Intellectual Property filed by or on behalf of the Company, and (iii) Domain Names, trade names, material unregistered trademarks and material unregistered service marks owned by the Company.

(b) The Company owns and possesses all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable license, all Intellectual Property necessary for or used in the operation of the business of the Company as presently conducted (collectively, "***Company Intellectual Property***"). The Company Intellectual Property which is owned by the Company is owned free and clear of all Liens, other than Permitted Liens. The Company Intellectual Property is not subject to any third party restrictions or limitations regarding use or disclosure other than pursuant to written license agreements listed on Schedule 5.14(a)(iv), (v) and (vi), and all payments relating to the Company Intellectual Property which were due to be paid by the Company on or before the Closing Date have been paid, or may be included as an "account payable" or "accrued expense" for purposes of Schedule 2.4. Without limiting the generality of the foregoing, to Shareholders' Knowledge, the Company owns and possesses all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable agreement, all material Intellectual Property (x) created or developed by any Company employees, consultants or contractors within the scope of their employment/engagement and relating to the business of the Company or (y) embodied in any Company Products; and, to Shareholders' Knowledge, no current or former employee, consultant or contractor has (or has asserted) any valid claim of ownership, in whole or part, to any such Intellectual Property, or any valid right to use any such Intellectual Property or derivative works thereof, including any claims of moral rights in copyright works included in the Intellectual Property, all of which have been waived by such Persons. For purposes of this Section 5.11(b), the term "derivative work" shall have the same meaning as provided in 17 U.S.C. § 101. No loss or expiration of any Intellectual Property owned by Company is threatened, pending or reasonably foreseeable other than the expiration of such Company Intellectual Property in accordance with applicable Law at the end of their applicable term and not due to any act or omission of the Company. To Shareholders' Knowledge, all of the Company Intellectual Property is valid, subsisting and enforceable. The Company has taken commercially reasonable steps to maintain and protect the Intellectual Property owned by Company. To Shareholders' Knowledge, the owners of any Intellectual Property licensed to the Company have taken commercially reasonable action to maintain and protect the Intellectual Property which is subject to such licenses. All licenses listed on Schedule 5.14(a)(iv) and (v) are in full force and effect and, to Shareholders' Knowledge, are enforceable by the Company in accordance with their respective terms; the Company has performed all material obligations required to be performed by it pursuant to such licenses and agreements, and there is no existing or, to Shareholders' Knowledge threatened, default under or violation of any of such licenses or agreements by any other party thereto.

(c) Except as set forth on Schedule 5.11(c), the Company has not received notice of any claims made against the Company asserting the invalidity, misuse or unenforceability, or contesting the ownership or registrability, of any of the Company Intellectual Property and, to Shareholders' Knowledge, there is no basis for any such claim. Except as set forth on Schedule 5.11(c), the Company has not received any claims or notices of any infringement of, misappropriation of, or conflict with, the Intellectual Property of other

Persons by the Company (including any demand or request that the Company license any rights from another Person, or cease and desist any allegedly wrongful activity), and, to Shareholders' Knowledge, the conduct of the Company's business does not infringe, misappropriate or conflict with any Intellectual Property of other Persons and has not done so during the past six (6) years. To Shareholders' Knowledge, the Intellectual Property owned by the Company has not been infringed or misappropriated by, or in conflict with the Intellectual Property of, other Persons. The Company has neither requested nor received any opinions of counsel related to the foregoing. Except as set forth on Schedule 5.11(c), the transactions contemplated by this Agreement do not give any Person the right under any Contract to terminate the Company's right, title or interest in and to any of the Company Intellectual Property listed on Schedule 5.11(a) or require any payment greater than \$5,000 to any other Person.

(d) The Company has taken commercially reasonable measures to protect the confidentiality and value of the Trade Secrets owned by, or licensed or entrusted to, the Company. The Company requires all of its employees (and consultants and contractors who contribute to the authorship of any works of authorship or the inventorship of any inventions) to enter into agreements pursuant to which such individuals agree to assign to the Company all Intellectual Property developed by such individual in the course of his or her relationship with the Company, without further consideration or any restrictions or obligations on the use or ownership of such Intellectual Property whatsoever. To Shareholders' Knowledge, no current or former employee, consultant or contractor of the Company is in violation of any term of any employment agreement, patent disclosure agreement, non-competition agreement or any restrictive covenant or Contract relating to the non-disclosure or non-use of proprietary information. To Shareholders' Knowledge, no employee, consultant or contractor has improperly copied, downloaded or otherwise gained improper access to any assets of any of the Company or to any Company Intellectual Property.

(e) None of the Company's Contracts with customers, outside consultants or any end user or reseller of Company Products, confers upon any party other than the Company any ownership right with respect to any Intellectual Property developed in connection with such agreement or license.

(f) **[Intentionally Omitted.]**

(g) Except as set forth in Schedule 5.11(g), the Company has not used any freeware, libraries or any Source Code that is subject to the GNU General Public License, or any similar open source license or any other license requiring the disclosure of Source Code, in a manner that subjects the Company to any legal obligation to (a) disclose or distribute to any third party, in Source Code form, any Company Products; (b) permit any third party the right to make derivative works based upon any Company Products; or (c) permit any third party to redistribute any Company Products at no or minimal charge.

(h) Except as set forth in Schedule 5.11(h), no rights or licenses in or to the Source Code used to create any of the Company Products have been granted at any time to any Person.



(i) Except as set forth in Schedule 5.11(i), the Company is not a party to any Contract requiring the deposit of any Source Code to any Company Products with an escrow agent or escrow service. No Person has asserted any right to access the Source Code for any Company Products, including rights of access pursuant to any such escrow agreement.

(j) Except as set forth in Schedule 5.11(i), all Company Products have been and currently are in conformity in all material respects with all applicable Contracts and applicable Law and all express warranties and performance criteria (including service level commitments). Except as set forth in Schedule 5.11(i), to Shareholders' Knowledge, there is not presently a reasonable basis for any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against it giving rise to any liability for replacement of any Company Product or for the payment of service level credits or other damages in connection therewith in excess of any reserve specifically established with respect thereto and included on the face of the Acquisition Balance Sheet (rather than in the notes thereto).

(k) No Company Products are subject to any Guarantee, warranty, performance level, service level commitment or obligation to defend or indemnify beyond the applicable standard terms and conditions of the Company's standard license, service or other Contract, as the same has been and may be modified from time to time on a case by case basis. Buyer has been provided copies of all such standard license, service or other Contracts (containing applicable Guarantee, warranty, performance criteria, and indemnity provisions). Except as set forth in Schedule 5.11(k), the Company has not been notified during the past two (2) years of any claims for any extraordinary returns, defects or bugs, warranty obligations, claims for service level credits or maintenance services relating to any of the Company Products. To Shareholders' Knowledge, there are not now, and there have not been during the last three years, any viruses, worms, Trojan horses or similar programs in any Company Products. The Company is in possession of the Source Code for all Company Products, including, without limitation, installation and user documentation, engineering specifications, flow charts, and know-how reasonably necessary for the use, maintenance, enhancement, development and other exploitation of such Company Products.

(l) The Company has not had or incurred, individually or in the aggregate, any material liability or loss (and, to Shareholders' Knowledge, there is not presently a reasonable basis for any action, suit, proceeding, complaint, claim or demand against it giving rise to any material liability or loss) arising out of any injury to any Person or property, loss or corruption of data or impairment of system or application functionality as a result of the ownership, possession or use of any Company Products.

(m) Schedule 5.11(m) sets forth a true, correct and complete list of all Company Products currently sold or licensed, whether directly or indirectly, or supported or maintained by the Company.

(n) To the Shareholders' Knowledge, the Software and computer hardware used by the Company in the conduct of its business are sufficient in all material respects for the current needs of such business. No government funding has been utilized by the Company in the development of any Company Products or Intellectual Property owned by the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

By: 

Name: A.J. Hyland

Title: CEO

WARBURG, PINCUS EQUITY PARTNERS, L.P.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_

Name:

Title::

WARBURG, PINCUS NETHERLANDS EQUITY  
PARTNERS I, C.V.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_

Name:

Title::

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WARBURG, PINCUS EQUITY PARTNERS, L.P.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_

Name: Elizabeth H. Weatherman  
Title: Partner

WARBURG, PINCUS NETHERLANDS EQUITY  
PARTNERS I, C.V.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_

Name: Elizabeth H. Weatherman  
Title: Partner

[Signature Page to Share Purchase Agreement]

WARBURG, PINCUS NETHERLANDS EQUITY  
PARTNERS III, C.V.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: 

Name: Elizabeth H. Weatherman  
Title: Partner

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Thomas S. Volpe

The undersigned hereby agrees to serve as the Shareholders' Representative in connection with the Share Purchase Agreement by and among Hyland Software, Inc. and the shareholders of eWebHealth Inc. listed on Exhibit A attached thereto, dated as of 3/1, 2010, and hereby agrees to act and perform its obligations thereunder.

WARBURG, PINCUS EQUITY PARTNERS, L.P.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: 

Name: Elizabeth H. Weatherman  
Title: Partner

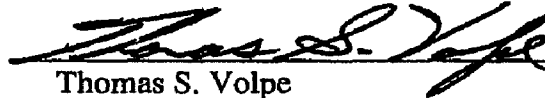
[Signature Page to Share Purchase Agreement]

WARBURG, PINCUS NETHERLANDS EQUITY  
PARTNERS III, C.V.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_  
Name:  
Title:

  
Thomas S. Volpe

The undersigned hereby agrees to serve as the Shareholders' Representative in connection with the Share Purchase Agreement by and among Hyland Software, Inc. and the shareholders of eWebHealth Inc. listed on Exhibit A attached thereto, dated as of \_\_\_\_\_, 2010 and hereby agrees to act and perform its obligations thereunder.

WARBURG, PINCUS EQUITY PARTNERS, L.P.

By: Warburg Pincus Partners LLC,  
General Partner

By: Warburg Pincus & Co.,  
Managing Member

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Share Purchase Agreement]

**1. Registered Trademarks**

**iCopy**

Registration number: 2,572,731

Registration date: May 28, 2002

Type: Use

**View Manager**

Registration number: 2,751,360

Registration date: August 12, 2003

Type: Use

**Chart Vault**

Registration number: 2,974,019

Registration date: July 19, 2005

Type: Use

**vChart**

Registration number: 3,018,874

Registration date: November 29, 2005

Type: Use

**eWebHealth (logo)**

Serial number 77181099

Application date: May 15 2007

Registration date: registration pending

Type: Intent to Use

**eWebHealth (name)**

Serial number 77181104

Application date: May 15, 2007

Registration date: registration pending

Type: Use

**Redefining HIM Excellence**

Serial number: 77571805

Application date: September 17, 2008

Registration date: November 3, 2009

Type: Use

## 2. Patents

### iCopy

Application number: 09/497,383

File date: February 3, 2003

Status: Pending

Attorney: Alston & Bird

## 3. Unregistered Trademarks

eWebHIM

eWebCompletion

eWebCoding

eWebSignature

eWebCapture

eWebView

eWebRelease



#### 4. Domain Names

<b>Service</b>	<b>Expiration</b>
chartexpert.com	12/15/2013
chartmanagement.com	11/19/2013
chartone-ondemand.com	1/9/2015
Chartrelease.com	12/15/2013
chartsafe.com	7/15/2013
chartsecure.com	12/15/2013
chartvault.com	7/15/2013
chartvault.net	7/15/2014
chartxpert.com	12/15/2013
chartxpress.com	11/16/2013
ewebcoding.com	12/10/2013
ewebcoding.net	1/7/2012
ewebcoding.org	9/24/2015
ewebcorp.biz	5/15/2015
ewebcorp.com	5/16/2015
ewebcorp.info	5/16/2015
ewebcorp.net	5/16/2015
ewebcorp.org	5/16/2015
ewebcorp.us	5/15/2015
ewebhealth.biz	5/29/2015
ewebhealth.com	5/8/2014
ewebhealth.info	5/30/2015
ewebhealth.net	8/15/2014
ewebhealth.org	5/30/2014
ewebhealthcare.com	5/8/2014
ewebhealthcare.net	5/8/2014
ewebhealthtechnology.com	1/9/2015
ewebmedical.com	5/8/2014
ewebmedical.net	5/8/2014
ewebrelease.com	8/30/2014
ihipaa.com	11/15/2013
netchart.net	2/17/2014
onechart.com	8/22/2013
ptchart.com	11/15/2013
thechartmasters.com	1/27/2014
webchart.net	1/18/2014



**Schedule 5.11(b)**

None.

**Schedule 5.11(c)**

1. Settlement Agreement dated as of October 26, 2006 between SoftMed Systems, Inc. and ChartOne, Inc. relating to the CHARTSAFE trademark.
2. Consent Agreement dated as of July 16, 2007 between ChartOne, Inc. and ICOPY LLC relating to the iCOPY trademark.
3. Consent Agreement dated as of May 3, 2007 between ChartOne, Inc. and Intellectuality, Inc. relating to the iCOPY trademark.
4. The terms of the Oracle Credit Corporation Payment Plan Agreement dated February 27, 2009 which was subsequently assigned to National City Commerce Capital Company, LLC will require payment of \$122,594.34 if National City Commerce Capital Company, LLC does not give its prior written consent to the transaction contemplated by this Agreement.
5. The terms of the Oracle Credit Corporation Payment Plan Agreement dated May 1, 2009 which was subsequently assigned to National City Commerce Capital Company, LLC will require payment of \$67,301.78 if National City Commerce Capital Company, LLC does not give its prior written consent to the transaction contemplated by this Agreement.

None.

### **Schedule 5.11(h)**

Rights granted in the Intellectual Property Escrow Agreement dated November 4, 2002 with Recall Total Information Management, Inc. (now NCC Group, Inc.). The Designated Licensees under such agreement are:

- The Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System; and
- Eclipsys Corporation/El Camino Hospital
- Seton Healthcare Network

Pursuant to the contract with Meadows Regional Medical Center, at go-live of the software, the source code for the eWebHIM platform must be added to the Intellectual Property Escrow Agreement and Meadows Regional Medical Center added as a Designated Licensee under such agreement.

**Schedule 5.11(i)**

Intellectual Property Escrow Agreement dated November 4, 2002 with Recall Total Information Management, Inc. (now NCC Group, Inc.). The Designated Licensees under such agreement are:

- The Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System; and
- Eclipsys Corporation/El Camino Hospital
- Seton Healthcare Network
- Meadows Regional Medical Center must be added as a Designated Licensee upon go-live of the software at such facility

### **Schedule 5.11(j)**

1. Section J(3) of Attachment A to the Services Agreement between UMass Memorial Health Care, Inc. and the Company states that the features outlined in Schedule 5 of Attachment A will be included in the Company Products on or before January 1, 2009 and furthermore states that the for purposes of the warranty in Section I subsection 3.1 of the Services Agreement the features will be part of the user documentation effective January 1, 2009.

The features are currently under development by the Company and not included in a generally available version of the Company Products.

2. Additional Provision #4 under the Software Service Order to the Master Services Agreement with St. Joseph's Hospital dated October 30, 2009 includes a representation that the eWebHealth product roadmap includes the development of physician-coder query functionality on or before September 30, 2010 and includes general requirements for the functionality. The functionality is scheduled to be built and deployed between April and June 2010 but does not exist in the product currently.

**Downtime Credits**

1. In March 2007 downtime credits totaling \$74,369.69 were issued due to the Atlanta eWebCoding downtime due to firewall failure (firewall were subsequently upgraded/replaced)
2. In January 2008 downtime credits totaling \$107,658.85 were issued due to Atlanta eWebCoding downtime caused by file system locking event. File system hardware subsequently upgraded/replaced.
3. In June and July 2008 20% service credits totaling \$11,680.00 were issued.
4. In September 2008 a downtime credit in the amount of \$17,500.00 was issued due to ChartVault file system error in Hitachi SAN.
5. In January 2009 a service credit in the amount of \$7,900.00 was provided due to support SLAs not being met.

**Products**

1. **eWebCoding-Atlanta Platform**

eWebCoding  
eWebCoding Extend  
eWebCoding ED

2. **ChartVault Platform**

eWebView  
eWebCoding  
eWebCompletion  
eWebCapture  
eWebSignature  
DCS

3. **eWebHIM (.Net) Platform**

eWebView  
eWebCoding  
eWebCompletion  
eWebCapture  
eWebSignature