

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5290235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYEE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID DYELL	01/07/2011
CHRISTOPHER ROGOWSKI	09/21/2010
SCOTT KAHLER	12/16/2010
JENNIFER MILAN	01/09/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ISIRONA, LLC
<b>Street Address:</b>	430 W 5TH ST.
<b>City:</b>	PANAMA CITY
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32401
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16155006
<b>Application Number:</b>	16146974
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)855-6371
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9498551246
<b>Email:</b>	knelson@stetinalaw.com
<b>Correspondent Name:</b>	STETINA BRUNDA GARRED & BRUCKER
<b>Address Line 1:</b>	75 ENTERPRISE, SUITE 250
<b>Address Line 4:</b>	ALISO VIEJO, CALIFORNIA 92656
<b>ATTORNEY DOCKET NUMBER:</b>	NANSR-002C & NANSR-003C
<b>NAME OF SUBMITTER:</b>	WILLIAM J. BRUCKER
<b>SIGNATURE:</b>	/WILLIAM J. BRUCKER/
<b>DATE SIGNED:</b>	12/18/2018
<b>Total Attachments: 25</b>	
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## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), entered into and effective as of January 7, 2011 (the "Effective Date"), is by and between iSirona, LLC, a Florida limited liability (the "Company") and David Dyell, ("Employee").

In consideration of Employee's continued employment by the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment; Duties.** The Company currently employs Employee, and agrees to continue to employ Employee while this Agreement is in effect, to serve as the Company's Chief Executive Officer and as a member of the Company's Board of Managers, and Employee hereby accepts such employment on the terms and conditions set forth herein. Employee's duties include duties customary for the position of Chief Executive Officer, as established by the Company's Board of Managers, which Employee shall perform faithfully and diligently. Employee shall devote his skills and attention to the business and affairs of the Company, render such services to the best of his ability, comply with the Company's rules and policies as set forth in the Company's employee manual as amended from time to time, and use his reasonable best efforts to promote the interest of the Company on a full-time basis while employed by the Company pursuant hereto. Employee shall not engage in any other business or occupation during the term of his employment, including, without limitation, any activity that (i) conflicts with the interests of the Company or its subsidiaries, (ii) interferes with the proper and efficient performance of his duties for the Company, or (iii) interferes with the exercise of his judgment in the Company's best interests. Notwithstanding the foregoing or any other provision of this Agreement, it shall not be a breach or violation of this Agreement for the Employee to (y) serve on corporate, civic or charitable boards or committees, or (z) manage personal investments, so long as such activities do not significantly interfere with or significantly detract from the performance of the Employee's responsibilities to the Company in accordance with this Agreement.

2. **Compensation; Benefits.**

(a) ***Salary.*** In consideration for Employee's services to the Company and performance of Employee's other obligations hereunder, the Company shall pay to Employee a base salary at the annual rate of \_\_\_\_\_ payable in installments consistent with the Company's normal payroll schedule, subject to applicable withholding and other taxes, and effective with the date of this agreement.

(b) ***Bonus.*** In addition to the base salary, Employee shall be eligible for a bonus based on the achievement of certain targets, as determined from time to time by the Board. The Company shall pay any bonuses per the terms and schedule determined by the Board, subject to applicable withholding and other taxes.

(c) ***Benefits.*** While employed by the Company, Employee shall be entitled to participate in all medical, dental, hospitalization, life, accidental death and disability or similar insurance, as well as any savings, pension, profit sharing and/or deferred compensation plans as

are offered by the Company to its employees in similar positions, as the same may be amended from time to time in the Company's sole discretion.

(d) *Vacation.* Employee shall be entitled to three (3) weeks of paid vacation per twelve (12) month period, with vacations to be scheduled by mutual agreement of Employee and the Company so as not to disrupt the Company's business. Vacation time accrued but unused as of the end of any such twelve (12) month period shall not be accumulated for use in later periods or be redeemable for cash or other compensation.

3. **Term; Termination; Severance Pay.**

(a) *Term; Termination.* Employee's employment with the Company pursuant to this Agreement shall continue for an initial term of three (3) years after the date set forth above unless terminated sooner. Either party shall have the right, immediately by delivering written notice to the other party, to terminate Employee's employment for "Cause" as defined herein. For purposes of this Agreement, the term "Cause" shall mean (i) an action or omission of the other party which constitutes a material breach of, or a material failure or refusal to perform such party's obligations hereunder which is not cured within ten (10) days after delivery of said notice by the non-breaching party to the breaching party, or in the case of termination by the Company, (ii) fraud, embezzlement, misappropriation of funds or breach of trust in connection with Employee's services hereunder; (iii) as to Employee, an arrest or conviction of Employee of any crime which involves dishonesty or a breach of trust, or (iv) as to Employee, gross negligence in connection with the performance of Employee's duties hereunder. Notice of any termination for Cause shall be given in writing to the other party, which notice shall set forth in reasonable detail all acts or omissions upon which the terminating party is relying for such termination prior to the effective date of termination. Additionally, at any time the Company may terminate Employee's employment hereunder without Cause by providing written notice to Employee not less than thirty (30) days in advance of the effective date of such termination. Upon any termination of employment, Employee shall be deemed to have resigned as an officer and/or manager.

(b) If Employee's employment is terminated by the Company hereunder other than for Cause: (i) Employee will be entitled to receive twelve (12) months' of base salary compensation payable in twelve (12) equal monthly installments commencing on the first day of the calendar month after the month of termination; and (ii) so long as the Employee, his spouse and dependents are eligible for medical insurance benefits under COBRA pursuant to the Company's medical insurance plan in effect on the date of the Executive's termination, provided the Employee so elects COBRA and is not eligible to participate in medical insurance benefits from another employer, the Company shall pay that portion of the Employee's monthly COBRA premiums in an amount equal to the portion of the monthly premium that the Company would have paid had the Employee remained an active employee of the Company for a period of twelve (12) months after the date of termination; provided that the Employee shall not be entitled to the amounts set forth in clauses (i) and (ii) above unless and until the Employee executes and delivers to the Company a Separation Agreement and full release in the form provided by the Company at the time of such termination.

4. **Confidential Information.** By virtue of Employee's employment by the Company, Employee may from time to time obtain or have access to the Company's and/or its affiliates' Confidential Information. "Confidential Information" means any and all proprietary information relating and/or belonging to the Company or any of its affiliates, whether in oral, written, graphic or machine-readable form, including without limitation: know-how, trade secrets, business methods and practices; techniques; security measures; price lists; customer lists; current and/or prospective business relationships and referral sources; policy, operational and business decisions; inventions, improvements, concepts and ideas; business plans and proposals; technical data, research reports, designs and specifications; new product and service developments; software developed by or for the Company or licensed to or otherwise acquired by the Company (including object code and source code and related notes and documentation), comparative analyses of competitive products, services and operating procedures; and other information, data and documents now existing or later acquired by the Company, regardless of whether any of such information, data or documents qualify as "trade secrets" under applicable federal or state law. As used herein, "affiliate" means any person or entity directly or indirectly controlling or having the power to control, or controlled by or being under common control with another person or entity. For this purpose, "control" means the direct or indirect possession of power to direct or cause the direction of the management or policies of such party, whether through ownership or stock or other securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interest of an entity shall be conclusive evidence that control exists.

5. **Non-Disclosure.** Employee agrees that, except as expressly authorized by the Company and only to the extent necessary for Employee to perform his duties as an employee of the Company, he will not at any time (during Employee's employment by the Company or at any time thereafter) disclose to any person or use any Confidential Information whatsoever for any purposes whatsoever, or permit any person whatsoever to examine and/or make copies of materials in any media tangible or otherwise, embodying any Confidential Information prepared by Employee or that comes into Employee's possession or under Employee's control by reason of Employee's employment by the Company or by reason of any services Employee has performed or may in the future perform for the Company which contain or are derived from Confidential Information. Employee further agrees that, while employed by the Company, no Confidential Information shall be removed from the Company's business premises without prior written consent of the Company. Additionally, Employee agrees that he shall treat as Confidential Information any and all information regarding or received from third parties by the Company either previously or at any time during Employee's employment with the Company and that the Company is obligated not to disclose or use. Employee shall not, at any time while employed by the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or any other third party.

6. **Company Property.** As used in this Agreement, the term "Company Property" means all furniture, fixtures, utensils, documents, papers, computer printouts and disks, records, customer or prospect lists, files, manuals, supplies, computer hardware and software, equipment, inventory and other materials that have been created, used or obtained by the Company, or otherwise belonging to the Company or any of its affiliates, as well as any other materials containing Confidential Information as defined above. Employee recognizes and agrees that:

(a) All Company Property shall be and remain the property of the Company and shall not be removed from the Company's offices without the prior written consent of the Company;

(b) Employee will preserve, use and hold Company Property only for the benefit of the Company and to carry out the Company's business; and

(c) When Employee is no longer employed by the Company, Employee will immediately deliver to the Company all Company Property, including all copies or any other types of reproductions that Employee has in his possession or control.

7. **Non-Solicitation.** During the period of Employee's employment and at any time during the two (2) years thereafter, regardless of the reason for Employee's cessation of employment with the Company, Employee shall not, on his own behalf or on behalf of any person, firm or corporation, or in any capacity whatsoever: (i) solicit any persons or entities with which the Company or any of its affiliates had contracts or was negotiating contracts regarding products or services during Employee's employment; or (ii) induce, suggest, persuade or recommend to any such persons or entities or any other present or future employee of the Company or any of its affiliates that they terminate, alter or refrain from renewing or extending their relationship with the Company or any of its affiliates or become a client of Employee or any third party; and Employee shall not himself, and shall not induce or permit any other person to, approach any such person or entity for any purpose. Should Employee become aware that any other employee of the Company or any third party has engaged in such conduct, Employee agrees to immediately notify the Company of same.

8. **Non-Competition.** Employee acknowledges that Employee's employment with the Company will enable Employee to obtain knowledge regarding the Company's business as well as the business of the Company's affiliates in the field of healthcare based medical device integration software applications development, and will also enable Employee to form certain relationships with individuals and entities with which the Company furnishes its products and/or services. Employee further acknowledges that the goodwill and other legitimate business and proprietary interests of the Company will suffer irreparable and continuing damage in the event Employee competes or assists others in competing with the Company within two (2) years subsequent to the termination of his employment. Therefore, Employee agrees that during his employment and for a period of two (2) years thereafter, regardless of the cause (or lack of cause) of the termination of Employee's employment, Employee will not, without the prior written consent of the Company, which consent may be withheld by the Company in its sole and absolute discretion, engage directly or indirectly in any conduct, activity, or business whatsoever competing with the Company's or any of its affiliates' businesses, products or services wherever the Company or any of its affiliates may engage in business or otherwise market or sell its products or services. Employee further acknowledges that Employee's employment with the Company constitutes fair and adequate consideration for Employee's agreement not to engage in such conduct within two (2) years of the termination of Employee's employment regardless of the cause of such termination. Notwithstanding the foregoing, in the event that Employee's employment is terminated by the Company without Cause and the Company fails to make separation payments as and when due pursuant to Section 3(b) above, Employee shall be

released from its noncompetition obligations hereunder for the time period remaining with respect thereto at the time of such nonpayment.

9. **Inventions Retained and Licensed.** Employee represents and warrants that Employee has disclosed to the Company all inventions, original works of authorship, developments, improvements, and trade secrets which were conceived of, reduced to practice, created or otherwise developed prior to Employee's employment with the Company which belong to Employee, which relate to the Company's business, products or services, and which are not assigned to the Company hereunder. If in the course of Employee's employment with the Company, Employee incorporates into a Company product or service any of the foregoing, Employee hereby grants to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sublicense and sell same as part of or in connection with such product or service.

10. **Work Product.** Employee agrees that, during his employment with the Company:

(a) Employee will disclose promptly and fully to the Company all works of authorship, ideas, inventions, discoveries, improvements, designs, processes, software, or any improvements, enhancements, or documentation of or to the same that Employee makes, works on, conceives, or reduces to practice, individually or jointly with others, in the course of Employee's employment by the Company or with the use of the Company's time, materials or facilities, in any way related or pertaining to or connected with the present or anticipated business, products or services of the Company or which results from or is suggested by any work Employee may do for the Company and whether produced during normal business hours or on personal time (collectively the "Work Product");

(b) All Work Product of Employee shall be deemed, as applicable, to be a "work made for hire" within the meaning of §101 of the Copyright Act. All intellectual property rights, including patent, trademark, trade secret and copyright rights, in and to the Work Product are and shall be the sole property of the Company. To the extent that the Work Product is deemed not to be "work made for hire," this Agreement shall constitute an irrevocable assignment by the Employee to the Company of all right, title and interest in and to all intellectual property rights in and to the Work Product. Any and all rights of whatever kind and nature, now or hereafter, to make, use, sell, license, distribute or otherwise transfer and reproduce such Work Product in any and all media throughout the world, are and shall be the sole property of the Company. Employee hereby agrees to assist the Company in any manner as shall be reasonably requested by the Company to protect the Company's interest in such intellectual property rights and to execute and deliver such assignments and other legal instruments or documents as the Company shall request in order to effectuate the foregoing provisions and to enable the Company to obtain protection of the Work Product throughout the world, including but not limited to, declarations of inventorship, powers of attorney, affidavits and other documents. Likewise, Employee hereby agrees to assist the Company by executing such other documents and instruments which the Company deems necessary to enable it to evidence, perfect and protect its rights, title and interest in and to the Work Product. Employee further agrees that Employee's obligation to execute or cause to be executed any such instrument or document shall continue after Employee's cessation of employment with the Company,

regardless of reason for cessation of employment. If the Company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations assigned to the Company in accordance herewith, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee. Employee will at any time, including after termination of Employee's employment with the Company, upon request, communicate to the Company, its successors, assigns, or other legal representatives, such facts relating to the Work Product as may be known to Employee, and to testify, at the Company's expense, as to the same in any interference or other legal proceeding;

(c) Employee shall make and maintain adequate and current written records and evidence of all Work Product, including drawings, work papers, graphs, computer code, documentation, records and any other document which shall be and remain the property of the Company, and which shall be surrendered to the Company upon request and upon the cessation of Employee's employment with the Company, regardless of the reason for such cessation; and

(d) Employee hereby waives, and further agrees not to assert, any moral rights in or to the Work Product, including, but not limited to, rights to attribution and identification of authorship, rights to approval of modifications or limitations on subsequent modifications, and rights to restrict, cause or suppress publication or distribution of the Work Product.

11. **Enforcement.** The breach or threatened breach by Employee of any of the provisions of this Agreement shall: (i) constitute Cause for the immediate termination of Employee's employment; and (ii) entitle the Company to permanent injunctive and other equitable relief in order to prevent or restrain any such breach or threatened breach by Employee or Employee's partners, agents, representatives, servants, independent contractors, or any and all persons or entities directly or indirectly acting for or with Employee. The rights and remedies of the Company under this Agreement shall be in addition to and not in limitation of any of the rights, remedies, and monetary or other damages or redress available to it at law or equity.

12. **Acknowledgment.** Employee acknowledges that he has carefully read and considered the provisions of this Agreement, and having done so, agrees that the restrictions set forth are fair and reasonably required for the protection of the legitimate business interests of the Company. In the event that, notwithstanding the foregoing, any part of the covenants set forth shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

13. **Survival.** Sections 3-18 of this Agreement shall survive any termination of Employee's employment, whether or not for cause and the time periods specified herein with respect to post-termination non-competition covenants will be tolled in the event of any breach.



of this Agreement by Employee until either such breach has been fully cured or all legal proceedings with respect thereto have ended, whichever is later.

14. Benefit; Agreement to Be Disclosed By Employee. This Agreement is expressly intended to benefit the Company, any assignee or other successor in interest of the Company, and any parent, subsidiary, or other corporation or partnership under common ownership or control with the Company. The Employee acknowledges and agrees that this Agreement shall be assignable by the Company to any affiliate or successor to the Company's business or portion of the Company's business for which the Employee is employed. Employee agrees to disclose the existence of Employee's obligations to the Company under this Agreement to all third parties who engage or employ Employee after the date hereof, and hereby irrevocably consents to the Company's contacting any such third parties at any time and providing them with a copy of this Agreement to verify compliance with the terms hereof. Employee shall not assert, and hereby releases the Company from, any claims relating to the Company's communications or actions with respect to such third parties pursuant to the foregoing provisions.

15. Notices. All notices in accordance with this Agreement shall be in writing and given by hand-delivery, overnight express delivery, or certified U.S. mail, return-receipt requested, and properly addressed to the party for whom it is intended at the following addresses or such other address as is most recently noticed for such party:

If to the Company:

iSirona, LLC  
2211 Highway 77  
Suite 101  
Lynn Haven, FL 32444  
Attn.: Chairman of the Board of Managers

If to Employee:

at Employee's address as set forth in the records of the Company.

16. Employee Release. Employee hereby irrevocably consents to the use of Employee's name, picture, portrait, voice or other likeness in any audio and/or visual work, including but not limited to photographs, audio recordings, video motion pictures, films, etc., which the Company and/or its agents produce in relation to the marketing and advertising of the Company's products and/or services, in perpetuity and without the requirement of any further consent, attribution or consideration whatsoever. Employee further hereby grants to the Company and its subsidiaries, affiliates and licensees the right to modify, publish, copy, sublicense, and distribute any of the above works, at the Company's sole discretion, or any part or remake thereof, in any medium throughout the world in perpetuity.

17. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement represents the parties' entire understanding regarding the subject matter of this Agreement and supersedes any and all other prior agreements regarding the same subject matter. The terms and provisions of this Agreement cannot be terminated, modified, amended or waived except in writing signed by the party against whom enforcement is sought, and any waiver shall apply only to the specific instance for which it is granted and shall not be

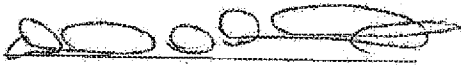
interpreted or constitute a continuing waiver. Except with respect to any claim by either party against the other party relating to this Agreement and seeking injunctive relief or specific performance, any dispute, controversy or claim arising out of or relating to this Agreement, Employee's employment with the Company, or the breach, termination or validity thereof, including specifically, but without limitation, any and all claims involving the Age Discrimination Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Occupational Safety and Health Act, the Fair Labor Standards Act, the Family Medical Leave Act, and/or any other claim based on any constitutional, federal, state, regional, county or local law, regulation, ordinance, rule or other basis, shall be asserted and finally settled in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association (the "AAA") then in effect, by a single arbitrator appointed by mutual agreement of the parties or in accordance with said Rules if the parties are unable to agree on an arbitrator. The place of arbitration shall be Panama City, Florida, U.S.A. and the parties agree to submit to personal jurisdiction exclusively in such venue for such arbitration and exclusively in the state courts located in or nearest to such venue for any proceeding brought by either party seeking injunctive relief or specific performance. The internal procedural and substantive laws of Florida shall govern this Agreement and all questions of arbitral procedure, arbitral review, scope of arbitral authority, and arbitral enforcement as well as in any other legal proceedings brought by either party involving this Agreement. The parties agree that, with the exception of claims seeking specific performance or injunctive relief, the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrator, that any monetary award shall be made and shall be promptly payable in U.S. dollars without deduction or offset. Arbitration fees and costs shall be payable by the Company, except that any costs, fees or taxes incurred in enforcing a decision against the Employee shall, to the maximum extent permitted by law, be charged against the Employee. Monetary awards shall include interest accruing from the date of damages incurred for breach or other violation of this Agreement, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator. The prevailing party in any court proceeding relating to this Agreement shall be entitled to payment of its attorney's fees and costs by the nonprevailing party.

18. No Guarantee of Employment; Representation Regarding Prior Employment. Nothing in this Agreement shall be interpreted or construed to be a guarantee of ongoing employment, or to otherwise limit the Company's right to terminate Employee's employment at any time. Employee represents and warrants that he is not subject to any agreement or other obligation of any kind that would prohibit or restrict his employment by the Company, and acknowledges that the foregoing representation is a material inducement for the Company to hire Employee.

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SIGNATURE PAGE FOLLOWS.]

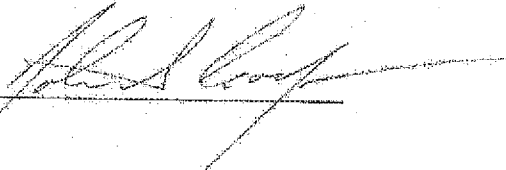
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

**EMPLOYEE:**  
David Dyell



(Name Printed)

**COMPANY:**  
ISIRONA, LLC

By: 

Name: John Cooper  
Title: Chairman of the Board



## Employment Agreement

Last 4 Digits of SSN:  

This Agreement is between iSirona, LLC. ("iSirona"), and (First Name: Christopher Last Name: Logowski) ("Employee"). This Agreement deals only with Employee's employment with iSirona.

1. Employee agrees to perform such duties as shall be determined by iSirona and communicated to Employee by and through a supervisor or designee and notwithstanding any such changes, the employment of Employee shall be construed as continuing under this Agreement, as modified.
2. **AT-WILL EMPLOYMENT.** Employee agrees that Employee's employment by and compensation from iSirona can be terminated, with or without cause, and without notice, at any time, at the option of either iSirona or Employee. Employee understands that no supervisor or iSirona representative, other than the President of iSirona, has authority to enter into an agreement for employment with iSirona for any specific period of time, or to make any agreement contrary to the foregoing. Any such agreement must be in writing.
3. **RESIGNATION AND TERMINATION.** Employee agrees to cooperate with iSirona by participating fully in an exit interview in the event Employee leaves the employ of iSirona. Employee agrees to give iSirona written notice of their intention to resign from employment at least fifteen (15) business days prior to the last day they intend to work at iSirona. To facilitate the provisions of paragraph 5 of this agreement, Employee agrees to report to iSirona, in conjunction with their written notice of intent, the identity of Employee's new employer (if any) and the nature of their proposed duties for that employer. iSirona, however, reserves the right either to accelerate Employee's intended effective termination date to an earlier actual date or to allow Employee's intended effective termination date to stand.
4. **DRUG TESTING.** When requested, Employee will voluntarily submit to a urinalysis test at a laboratory chosen by iSirona, and by signing consent agreement, will release iSirona from liability. Refusal to submit to the urinalysis screen or failure to qualify according to the minimum standards established by iSirona or its Customers may result in immediate suspension or discharge.
5. **NON-COMPETITION AND NON-SOLICITATION.** For a period of at least (2) years after the voluntary or involuntary termination of employment with iSirona:
  - a. Employee will tell any prospective new employer, prior to accepting employment that this Employment Agreement exists.
  - b. Employee will not participate in any implementation, development enhancement or design of, or to consult, directly or indirectly, with any person concerning any implementation, development, enhancement or design of, any software that competes with or is being developed to compete with the iSirona Software for a period of at least two (2) years after the date of Employee's last two (2) years of Employee's employment by iSirona or last access to iSirona Confidential Information, whichever is later.
  - c. If Employee has worked for iSirona in a sales role, Employee will not provide any services to any Conflicting Organization in connection with the marketing, sale or promotion of any similar Products or Services to which iSirona offers or has initiated plans to offer to any person or organization upon whom Employee called or whose account Employee supervised on behalf of iSirona during the last two (2) years of Employee's employment by iSirona.
  - d. If Employee has worked for iSirona in a non-sales role, Employee will not provide services directly or indirectly related to Employee's employment at iSirona to any iSirona Customer or Partner with which Employee has had contact during the last two (2) years of Employee's employment by iSirona.

Employee agrees not, on behalf of themselves or on behalf of any other person, entity, or organization to employ, solicit for employment, or otherwise seek to employ or retain any iSirona associate or employee, or any employee of a iSirona partner or customer, or in any way assist or facilitate any such employment, solicitation, or retention effort.

6. **NEW PRODUCTS AND IDEAS.** With respect to New Products and Ideas that Employee develops, authors, or conceives in whole or in part while employed at iSirona, plus for one year thereafter, Employee agrees to keep accurate, complete and timely records of such New Products and Ideas, and will promptly disclose and fully describe such New Products and Ideas in writing to iSirona. Employee further agrees to maintain all information respecting any New Products and Ideas as Confidential Information and shall not disclose such information to any party outside of iSirona without express written approval of an officer of iSirona.

Employee agrees to assign and transfer to iSirona, without further consideration, the Employee's entire right, title and interest in and to all such new Products and Ideas including any patents, copyrights, trade secrets and other proprietary rights in the same. Employee waives any and all moral rights and similar rights of copyright holders in other countries, including but not limited to rights of attribution and integrity, which Employee would otherwise have in any New Products and Ideas.

iSirona, LLC.

12/16/1007

Employee agrees to execute promptly at iSirona's expense, a written assignment of title to iSirona, and all letters (and applications for letters) of patent and copyright, in all countries, for any New Products or Ideas required to be assigned by this Agreement. Employee also agrees to assist iSirona or its nominees in every reasonable way both during and after their time of employment at iSirona, in vesting and defending title to the New Products and Ideas in and for iSirona, in any and all countries, including the obtaining and preservation of patents, copyrights, trade secrets and other proprietary rights.

This section does not apply to Employee's New Products and Ideas which do not relate directly to the business of iSirona, and which are developed entirely on Employee's own time.

Any and all patented and unpatented inventions, New Products and Ideas which Employee made prior to employment by iSirona are excluded from the scope of this Agreement and are documented in accompanying attachment titled, Inventory of Prior Inventions.

7. **NON-ISIRONA EMPLOYMENT.** Except for those employees hired to work less than 40 hours per week, employment at iSirona is a full-time responsibility. As a full-time employee, it is iSirona's expectation that employee devotes their full time and attention to meet their iSirona responsibilities and that Employee will not engage in any other employment activities which would detract from or conflict with their ability to carry out Employees' duties at iSirona.

As an employee who works less than 40 hours per week, it is iSirona's expectation that Employee devotes the required time and attention necessary to meet their iSirona responsibilities. Employee may engage in other employment activities so long as these activities are not in direct competition with iSirona, and so long as these activities do not detract from or conflict with Employees' ability to carry out their duties at iSirona.

8. **PROPRIETARY INFORMATION.** Employee acknowledges that they may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be related, directly or indirectly, to the present or future business of iSirona and its affiliates, partners, and customers including, without limitation, trade secrets, customer lists, marketing and business plans, strategic plans, software programs, protocols, pathways, methodologies and methods of doing business ("Proprietary Information").

Proprietary Information is a valuable, unique asset of each party and is continually used by iSirona in the development, promotion and operation of its businesses, and provides it certain advantages in its businesses.

Employee expressly agrees that all Proprietary Information shall be and shall remain the property of the party to which it belongs, and Employee will protect and preserve the confidential and proprietary nature of all such Proprietary Information and shall not (a) disclose any Proprietary Information to any other person or entity, except to the extent required to carry out each party's respective duties and responsibilities under this Agreement, or as may be otherwise required by law, (b) use such information to that party's advantage or the advantage of any other person or entity, except to the extent required to carry out its duties and obligations.

9. **EMPLOYMENT DECISIONS.** iSirona maintains a right to make personnel decisions and to evaluate Employee's qualifications, duties, work assignments and job performance.
10. **NOTICE OF WORKERS' COMPENSATION INSURANCE COVERAGE.** iSirona maintains workers' compensation insurance coverage for Employee. In the event of an injury in the workplace, Employee agrees that Employee's sole remedy against iSirona lies in coverage under iSirona's workers' compensation insurance.
11. **EFFECTIVE DATE.** This agreement and the Employee's beginning date of employment are not effective until after the first payroll has been paid by iSirona and includes the employee listed hereinabove. The Employee's effective date of employment, for all purposes including employee benefits and beginning of eligibility period, will be established retroactive to the first day of work for which Employee is paid by iSirona in that payroll.
12. **NOTICE OF COMPLAINT.** iSirona believes that the work environment should be free of discrimination and harassment and that the Employee has a means to discuss any complaint. Employee agrees that Employee will read and abide by iSirona's Anti-harassment Policy and will promptly report any such incident or problem to Employee's supervisor. As stated in the policy, if Employee believes it would be inappropriate to report the incident to Employee's supervisor, or if the problem is not addressed adequately by the supervisor, Employee agrees to escalate in accordance with the policy.
13. **POLICIES.** Employee agrees to abide by all iSirona policies made known to Employee.
14. **ENTIRE AGREEMENT.** This agreement supersedes any and all other Agreements between iSirona and Employee, either oral or in writing, with respect to the employment of Employee by iSirona and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever and in no way creates or alters any separate agreement iSirona may have with Employee.

Last 4 Digits of SSN: \_\_\_\_\_

15. SEVERABILITY. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

16. WAIVER. The failure of either party to require performance of any provision of this Agreement at any time, or on more than one occasion, shall not affect the right of either party, at a later time, to enforce that provision or any other term or provision of this Agreement.

This Agreement will not be accepted by iStroma, if there are any changes made to it unless the changes are prepared by iStroma.

Employer's Signature: Christopher Legend 9-21-10

Printed Name Per Social Security Card: Christopher Legend

RETURN THE COMPLETED, DATED AND SIGNED FORM

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WHILE PROCESSING YOUR REQUEST, THE ABOVE INFORMATION WAS LOCATED. PLEASE NOTE THAT TRAFFIC RELATED OFFENSES ARE NOT HELD WITHIN THE CRIMINAL INDEXES AT THE RESPECTIVE COUNTY COURTS. IF THIS INFORMATION IS CRITICAL TO YOUR EMPLOYMENT DECISION MAKING PROCESS, WE RECOMMEND REQUESTING A STATE SPECIFIC MVR (MOVING VIOLATION REPORT) FROM THE STATE BUREAU OF MOTOR VEHICLES, AS THESE ARE TRAFFIC INFRACTIONS AND NOT CRIMINAL CONVICTIONS. THE BUREAU OF MOTOR VEHICLES IS THE STATE'S REPOSITORY FOR ALL TRAFFIC INFRACTIONS/VIOLATIONS WITHIN ANY GIVEN STATE. THIS IS THE MOST CONSISTENT, RELIABLE AND DEFENSIBLE SEARCH FOR TRAFFIC VIOLATIONS THAT IS COMPLIANT WITH ALL STATE AND FEDERAL LAWS AND/OR GUIDELINES FOR EMPLOYMENT PURPOSES. PLEASE LET US KNOW IF YOU'D LIKE US TO PERFORM THE MVR SEARCH FOR YOU, AS WE ARE HAPPY TO ASSIST YOU WITH THIS.

SPECIAL SERVICES PROFILE: COMPLETE

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<END OF REPORT>

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When Insight Is Better Than Hindsight

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Human Resource Profile, Inc.  
8506 Beechmont Ave | Cincinnati OH 45255 | 800/969-4300 | FAX 513/388-4320



# NON-DISCLOSURE AGREEMENT FOR EMPLOYEES

This Non-Disclosure Agreement ("Agreement") is made by \_\_\_\_\_ ("You" or "Your"), an employee of iSirona, LLC. ("Your Employer") concerning the access to Confidential Information related to Your involvement with Your Employer's product and services.

## TERMS AND CONDITIONS

Your Employer and You agree as follows:

1. "iSirona Confidential Information" means the iSirona Hardware, iSirona Software or any information You obtain from or are provided access to by Your Employer or any iSirona licensee relating to the iSirona Software, iSirona or iSirona's plans or customers, including without limitation information concerning the functionality, operation or use of the iSirona Hardware, iSirona Software, any screen designs from the iSirona Software, iSirona's training or implementation methodologies or procedures, iSirona's business strategies, or iSirona's planned products or services.
2. "iSirona Software" means the computer program object and source code and the Documentation for all of iSirona's computer programs.
3. "iSirona Hardware" means proprietary or customized computer hardware used by itself or in conjunction with iSirona Software.
4. "Documentation" means any instructions, manuals or other materials created by iSirona, in any format, relating to the implementation, operation or computer program object and source code for all of iSirona's computer programs.
5. You will not do any of the following:
  - (a) Copy or duplicate by any means any iSirona Software, or any part thereof to which You have access; or
  - (b) Reverse engineer any of the iSirona Software or iSirona Hardware or any part thereof; or
  - (c) Use or access the iSirona Confidential Information for any purpose other than that required to fulfill Your job requirements.
6. You understand and agree that the iSirona Confidential Information contains trade secrets of iSirona protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of iSirona, You will:
  - (a) Maintain in confidence the iSirona Confidential Information and not disclose the information to other persons (including without limitation other employees of Your Employer who have not also signed an agreement in this form), except that You may disclose iSirona Confidential Information relating to the iSirona software licensed by iSirona's Customer to same iSirona Customer to the extent necessary for the accomplishment of Your job responsibilities, with the understanding that such information shall be kept confidential by iSirona's Customer;
- (b) Store all copies of the iSirona Confidential Information in a secure place;
- (c) Notify Your Employer promptly and fully in writing of any person, corporation or other entity that You knew has copied or obtained possession of or access to any of the iSirona Confidential Information without authorization from Your Employer and
- (d) Not participate in any implementation, development, enhancement or design of, or to consult, directly or indirectly, with any person concerning any implementation, development, enhancement or design of, any software that competes with or is being developed to compete with the iSirona Software for a period of at least two (2) years after the date that You last have access to such iSirona Confidential Information.
7. Upon Your Employer's written request, You will immediately return to Your Employer written materials, electronic files and other tangible manifestations of the iSirona Confidential Information received by You pursuant to this Agreement (and all copies and reproductions thereof) or, upon the written consent of Your Employer destroy and certify in writing that You have destroyed such materials.
8. The parties agree that the breach of this Agreement by You may cause Your Employer irreparable harm for which there is no adequate remedy at law. Therefore, in the event of any actual or threatened use or disclosure by You in violation of this Agreement, Your Employer may be entitled to equitable relief as granted by any appropriate judicial body.
9. The provisions of this Agreement shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.
10. This Agreement may be terminated by Your Employer any time. Upon such termination, Sections 5, 6, 7, 9, 10 and 11 shall apply for the maximum duration and scope allowed by law.
11. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Florida, without reference to its conflicts of laws principles, and any action arising under this Agreement shall be brought exclusively in Florida. You consent to the personal jurisdiction of the state and federal courts located in Florida for such purposes.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

By:

*Christopher Rogawski*  
[Signature of Employee]

*Christopher Rogawski*  
[Print Name of Employee]

Date:

7-5-10



## EMPLOYMENT AGREEMENT

Client Number (Optional)	Last 4 Digits of SSN
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This Agreement is between ADMINISTAFF COMPANIES II, L.P. ("Administaff"), and Scott  
First Name

David Kahler ("Employee") pursuant to a Client Service Agreement  
Middle Name Last Name (All Names per Social Security Card)

between Administaff and HCTSI ("Client Company") in which Client Company and Administaff have agreed to a co-employment relationship. This Agreement deals only with Employee's employment with Administaff. Termination of this Agreement may not necessarily terminate Employee's employment with Client Company.

1. Employee agrees to perform such duties as shall be determined by Administaff and Client Company and communicated to Employee by and through an on-site supervisor or designee and notwithstanding any such changes, the employment of Employee shall be construed as continuing under this Agreement, as modified.

2. **AT-WILL EMPLOYMENT.** Employee agrees that Employee's employment by and compensation from Administaff can be terminated, with or without cause, and without notice, at any time, at the option of either Administaff or Employee. Employee understands that an on-site supervisor or Administaff representative, other than the President or a Vice President of Administaff, has authority to enter into an agreement for employment with Administaff for any specific period of time, or to make any agreement contrary to the foregoing. Any such agreement must be in writing.

3. **EMPLOYMENT DECISIONS.** Administaff maintains a right as a co-employer along with Client Company to make personnel decisions and to evaluate Employee's qualifications, duties, work assignments and job performance. However, Administaff does not maintain a right to make decisions or give direction with regard to the products produced or services provided by the Client Company to its customers.

4. **ADDITIONAL PAYMENTS.** Employee agrees that Client Company is solely obligated for administering and paying all Client Company-initiated programs, policies and practices including, but not limited to, vacation, sick time, paid time off, paid leaves of absence, severance, bonus, commissions, stock option grants or deferred compensation plans (the "Additional Payments") even though the Additional Payments may be processed through Administaff. This provision does not in itself establish any such program, policy or practice, or create a right in them. Employee acknowledges that Administaff will not provide to Employee, and has no policy providing to workers similarly situated to Employee, benefits or payments such as the Additional Payments. To the extent the Additional Payments are paid through Administaff's payroll to Employee, it is solely as a payroll service for Client Company.

5. **NOTICE OF WORKERS' COMPENSATION INSURANCE COVERAGE.** Administaff maintains workers' compensation insurance coverage for Employee. In the event of an injury in the workplace, Employee agrees that Employee's sole remedy against Administaff and/or Client Company lies in coverage under Administaff's workers' compensation insurance.

6. **EFFECTIVE DATE.** This Agreement and the Employee's beginning date of employment are not effective until after the first payroll has been paid by Administaff and includes the employee listed hereinabove. The Employee's effective date of employment, for all purposes including employee benefits and beginning of eligibility period, will be established retroactive to the first day of work for which Employee is paid by Administaff in that payroll.

7. **NOTICE OF COMPLAINT.** Administaff believes that the work environment should be free of discrimination and harassment and that the Employee has a means to discuss any complaint. Employee agrees that Employee will read and abide by Administaff's Anti-Harassment Policy found in the Employee Service Center at [www.administaffservices.com](http://www.administaffservices.com) and will promptly report any such incident or problem to Employee's supervisor. As stated in the policy, if Employee believes it would be inappropriate to report the incident to Employee's supervisor, or if the problem is not addressed adequately by the supervisor, Employee agrees to promptly contact the Administaff Human Resources Services Department at 877-348-2431 or 281-312-3000. Employee also should contact the Administaff Human Resources Services Department regarding any complaint or concern Employee may have regarding any Administaff policy or Employee's co-employment with Administaff.

8. **POLICIES.** Employee agrees to abide by all Administaff policies made known to Employee.

9. **BENEFITS.** Nothing in this Agreement creates any right to participate in any Administaff employee benefit plan. All such eligibility is controlled by each plan.

Client Number (Optional)	Last 4 Digits of SSN
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10. **ASSIGNMENT.** In the event Client Company files bankruptcy and Administrastaff is ~~required~~ to pay an amount to Employee that would otherwise have been due from Client Company, Employee hereby assigns all rights that Employee has as an employee of Client Company to Administrastaff for any such amounts paid. In consideration for this assignment, Administrastaff agrees to compensate Employee an additional five percent (5%) premium on the amounts actually recovered by Administrastaff from Client Company through the bankruptcy assignment by Employee. It is expressly understood that the maximum premium Employee could receive under this paragraph is 5% of the amounts Administrastaff actually paid to Employee for which Employee made assignment under this paragraph.

11. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements between Administrastaff and Employee, either oral or in writing, with respect to the employment of Employee by Administrastaff and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever and in no way creates or alters any separate agreement Client Company may have with Employee.

12. **FOREIGN DUTY ASSIGNMENT.** If Employee is sent to work in any foreign country, Employee must contact the payroll specialist at Administrastaff, whose contact information can be located on the Employee Service Center at [www.adminstaffservices.com](http://www.adminstaffservices.com), to advise of Employee's new work location. This is necessary for several reasons, including that a foreign location may impact workers' compensation or other insurance coverage.

13. **SEVERABILITY.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14. **WAIVER.** The failure of either party to require performance of any provision of this Agreement at any time, or on more than one occasion, shall not affect the right of either party, at a later time, to enforce that provision or any other term or provision of this Agreement.

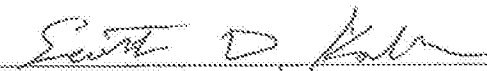
This Agreement will not be accepted by Administrastaff if there are any changes made to it unless the changes are prepared by Administrastaff.

CO-EMPLOYER  
ADMINISTAFF COMPANIES II, L.P.  
by: Administrastaff Companies, Inc.,  
its General Partner



19001 Crescent Springs Drive  
Kingwood, Texas 75339-3801  
Tel: 800-237-3170

EMPLOYEE

  
Employee's Signature

1/15/2007  
Date Signed

Sean David Kahler

Printed Name Per Social Security Card

Last 4 Digits of  
Social Security  
Number

RETURN THE COMPLETED, DATED AND SIGNED FORM  
TO YOUR ADMINISTAFF PAYROLL SPECIALIST.

*HIPAA Addendum to the Employment Agreement*

Last 4 Digits of SSN: \_\_\_\_\_

iSirona, LLC ("iSirona"), and [FULL NAME OF EMPLOYEE] ("Employee") enter into this HIPAA Addendum to the Employment Agreement ("HIPAA Addendum"), which iSirona and Employee each agree modifies the employment agreement entered into by the parties (the "Employment Agreement").

1. This HIPAA Addendum is effective on the date in which the Employment Agreement became or will become effective, as described in the Employment Agreement.
2. Employee acknowledges that Employee, as part of his or her employment by iSirona, may use, have access to, or become acquainted with information that may be protected under certain state and federal health information privacy and security laws ("Protected Information"), including, but not limited to, the privacy and security rules promulgated under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (collectively, "HIPAA"). Employee further acknowledges that iSirona may have received such Protected Information from iSirona's customers and clients, and iSirona may have both a contractual and legal obligation to use and disclose this Protected Information in a specified manner.
3. Employee agrees that all Protected Information shall be and shall remain the property of the party to which it belongs and that he or she will not act in a way that Employee knows or should know is not in compliance with state and federal health information privacy laws applicable to the Protected Information, including, without limitation, HIPAA.
4. Without limiting the generality of Paragraph 3 above, Employee shall not:
  - a. Use or disclose any Protected Information (except as permitted or required by law) for any purpose other than those purposes that are necessary for iSirona to provide the services for which iSirona and the applicable customer contracted;
  - b. Disclose any Protected Information (i) to any third party, except to the extent required by law, or (ii) to any employee, contractor, or agent of iSirona's unless such person has a bona fide need to know or use such information and such disclosure otherwise complies with this HIPAA Addendum; and
  - c. Use or disclose any Protected Information for Employee's advantage or the advantage of any other person or entity, except to the extent required to carry out iSirona's duties and obligations under its agreement with the applicable customer.
5. Without limiting the generality of Paragraph 3 above, Employee shall:
  - a. Protect and preserve the confidential nature of all Protected Information;
  - b. Promptly notify his or her supervisor or a member of iSirona's executive management team of any use or disclosure of Protected Information that is in violation of this HIPAA Addendum, iSirona's agreement with the customer, or applicable law; and
  - c. Otherwise comply with any rules, requirements, policies, and procedures implemented by iSirona in regard to Protected Information, including, but not limited to, any rules or requirements provided in the iSirona Employee Handbook.
6. All capitalized terms used but not otherwise defined in this HIPAA Addendum have the same meaning as provided in the Employment Agreement.
7. All other provisions of the Employment Agreement that are inconsistent with the above modifications are hereby amended to be consistent with the above modifications.
8. Except as expressly amended herein, the Employment Agreement remains in full force and effect.

This HIPAA Addendum will not be accepted by iSirona, if there are any changes made to it unless the changes are prepared by iSirona.

Employee's Signature: Scott D. Kahlen Date Signed: 11/4/2011  
Printed Name Per Social Security Card: Scott D. Kahlen

# NON-DISCLOSURE AGREEMENT FOR EMPLOYEES

This Non-Disclosure Agreement ("Agreement") is made by Scott Kahler ("You" or "Your"), an employee of iSirona, LLC ("Your Employer") concerning the access to Confidential Information related to Your involvement with Your Employer's product and services.

## TERMS AND CONDITIONS

Your Employer and You agree as follows:

1. "iSirona Confidential Information" means the iSirona Hardware, iSirona Software or any information You obtain from or are provided access to by Your Employer or any iSirona licensee relating to the iSirona Software, iSirona or iSirona's plans or customers, including without limitation information concerning the functionality, operation or use of the iSirona Hardware, iSirona Software, any screen designs from the iSirona Software, iSirona's training or implementation methodologies or procedures, iSirona's business strategies, or iSirona's planned products or services.
2. "iSirona Software" means the computer program object and source code and the Documentation for all of iSirona's computer programs.
3. "iSirona Hardware" means proprietary or customized computer hardware used by itself or in conjunction with iSirona Software.
4. "Documentation" means any instructions, manuals or other materials created by iSirona, in any format, relating to the implementation, operation or computer program object and source code for all of iSirona's computer programs.
5. You will not do any of the following:
  - (a) Copy or duplicate by any means any iSirona Software, or any part thereof to which You have access; or
  - (b) Reverse engineer any of the iSirona Software or iSirona Hardware or any part thereof; or
  - (c) Use or access the iSirona Confidential Information for any purpose other than that required to fulfill Your job requirements.
6. You understand and agree that the iSirona Confidential Information contains trade secrets of iSirona protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of iSirona, You will:
  - (a) Maintain in confidence the iSirona Confidential Information and not disclose the information to other persons (including without limitation other employees of Your Employer who have not also signed an agreement in this form), except that You may disclose iSirona Confidential Information relating to the iSirona software licensed by iSirona's Customer to same iSirona Customer to the extent necessary for the accomplishment of Your job responsibilities, with the understanding that such information shall be kept confidential by iSirona's Customer;
  - (b) Store all copies of the iSirona Confidential Information in a secure place;
  - (c) Notify Your Employer promptly and fully in writing of any person, corporation or other entity that You know has copied or obtained possession of or access to any of the iSirona Confidential Information without authorization from Your Employer and
  - (d) Not participate in any implementation, development, enhancement or design of, or to consult, directly or indirectly, with any person concerning any implementation, development, enhancement or design of, any software that competes with or is being developed to compete with the iSirona Software for a period of at least two (2) years after the date that You last have access to such iSirona Confidential Information.
7. Upon Your Employer's written request, You will immediately return to Your Employer written materials, electronic files and other tangible manifestations of the iSirona Confidential Information received by You pursuant to this Agreement (and all copies and reproductions thereof) or, upon the written consent of Your Employer destroy and certify in writing that You have destroyed such materials.
8. The parties agree that the breach of this Agreement by You may cause Your Employer reproducible harm for which there is no adequate remedy at law. Therefore, in the event of any actual or threatened use or disclosure by You in violation of this Agreement, Your Employer may be entitled to equitable relief as granted by any appropriate judicial body.
9. The provisions of this Agreement shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.
10. This Agreement may be terminated by Your Employer any time. Upon such termination, Sections 5, 6, 7, 8, 10 and 11 shall apply for the maximum duration and scope allowed by law.
11. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Florida, without reference to its conflicts of laws principles, and any action arising under this Agreement shall be brought exclusively in Florida. You consent to the personal jurisdiction of the state and federal courts located in Florida for such purposes.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

By: Scott Kahler  
 (Signature of Employee)

Scott Kahler  
 (Print Name of Employee)

Date: 12/16/2010

Last 4 Digits of SSN: \_\_\_\_\_

This Agreement is between Sirona, LLC ("Sirona"), and (First Name: Scott Last Name: Kehler) ("Employee"). This Agreement deals only with Employee's employment with Sirona.

1. Employee agrees to perform such duties as shall be determined by Sirona and communicated to Employee by and through a supervisor or designee and notwithstanding any such changes, the employment of Employee shall be construed as continuing under this Agreement, as modified.
2. **AT-WILL EMPLOYMENT.** Employee agrees that Employee's employment by and compensation from Sirona can be terminated, with or without cause, and without notice, at any time, at the option of either Sirona or Employee. Employee understands that no supervisor or Sirona representative, other than the President of Sirona, has authority to enter into an agreement for employment with Sirona for any specific period of time, or to make any agreement contrary to the foregoing. Any such agreement must be in writing.
3. **RESIGNATION AND TERMINATION.** Employee agrees to cooperate with Sirona by participating fully in an exit interview in the event Employee leaves the employ of Sirona. Employee agrees to give Sirona written notice of their intention to resign from employment at least fifteen (15) business days prior to the last day they intend to work at Sirona. To facilitate the provisions of paragraph 5 of this agreement, Employee agrees to report to Sirona, in conjunction with their written notice of intent, the identity of Employee's new employer (if any) and the nature of their proposed duties for that employer. Sirona, however, reserves the right either to accelerate Employee's intended effective termination date to an earlier actual date or to allow Employee's intended effective termination date to stand.
4. **DRUG TESTING.** When requested, Employee will voluntarily submit to a urinalysis test at a laboratory chosen by Sirona, and by signing consent agreement, will release Sirona from liability. Refusal to submit to the urinalysis screen or failure to qualify according to the minimum standards established by Sirona or its Customers may result in immediate suspension or discharge.
5. **NON-COMPETITION AND NON-SOLICITATION.** For a period of at least (2) years after the voluntary or involuntary termination of employment with Sirona:
  - a. Employee will tell any prospective new employer, prior to accepting employment that this Employment Agreement exists.
  - b. Employee will not participate in any implementation, development enhancement or design of, or to consult, directly or indirectly, with any person concerning any implementation, development, enhancement or design of, any software that competes with or is being developed to compete with the Sirona Software for a period of at least two (2) years after the date of Employees last two (2) years of Employees employment by Sirona or last access to Sirona Confidential Information, whichever is later.
  - c. If Employee has worked for Sirona in a sales role, Employee will not provide any services to any Conflicting Organization in connection with the marketing, sale or promotion of any similar Products or Services to which Sirona offers or has initiated plans to offer to any person or organization upon whom Employee called or whose account Employee supervised on behalf of Sirona during the last two (2) years of Employees employment by Sirona.
  - d. If Employee has worked for Sirona in a non-sales role, Employee will not provide services directly or indirectly related to Employee's employment at Sirona to any Sirona Customer or Partner with which Employee has had contact during the last two (2) years of Employees employment by Sirona.

Employee agrees not, on behalf of themselves or on behalf of any other person, entity, or organization to employ, solicit for employment, or otherwise seek to employ or retain any Sirona associate or employee, or any employee of a Sirona partner or customer, or in any way assist or facilitate any such employment, solicitation, or retention effort.

6. **NEW PRODUCTS AND IDEAS.** With respect to New Products and Ideas that Employee develops, authors, or conceives in whole or in part while employed at Sirona, plus for one year thereafter, Employee agrees to keep accurate, complete and timely records of such New Products and Ideas, and will promptly disclose and fully describe such New Products and Ideas in writing to Sirona. Employee further agrees to maintain all information respecting any New Products and Ideas as Confidential Information and shall not disclose such information to any party outside of Sirona without express written approval of an officer of Sirona.

Employee agrees to assign and transfer to Sirona, without further consideration, the Employee's entire right, title and interest in and to all such new Products and Ideas including any patents, copyrights, trade secrets and other proprietary rights in the same. Employee waives any and all moral rights and similar rights of copyright holders in other countries, including but not limited to rights of attribution and integrity, which Employee would otherwise have in any New Products and Ideas.

Employee agrees to execute promptly at iSirona's expense, a written assignment of title to iSirona, and all letters (and applications for letters) of patent and copyright, in all countries, for any New Products or Ideas required to be assigned by this Agreement. Employee also agrees to assist iSirona or its nominee in every reasonable way both during and after their time of employment at iSirona, in vesting and defending title to the New Products and Ideas in and for iSirona, in any and all countries, including the obtaining and preservation of patents, copyrights, trade secrets and other proprietary rights.

This section does not apply to Employee's New Products and Ideas which do not relate directly to the business of iSirona, and which are developed entirely on Employer's own time.

Any and all patented and unpatented inventions, New Products and Ideas which Employee made prior to employment by iSirona are excluded from the scope of this Agreement and are documented in accompanying attachment titled, Inventory of Prior Inventions.

7. **NON-ISIRONA EMPLOYMENT.** Except for those employees hired to work less than 40 hours per week, employment at iSirona is a full-time responsibility. As a full-time employee, it is iSirona's expectation that employees devote their full time and attention to meet their iSirona responsibilities and that Employee will not engage in any other employment activities which would detract from or conflict with their ability to carry out Employees' duties at iSirona.

As an employee who works less than 40 hours per week, it is iSirona's expectation that Employee devotes the required time and attention necessary to meet their iSirona responsibilities. Employee may engage in other employment activities so long as these activities are not in direct competition with iSirona, and so long as these activities do not detract from or conflict with Employees' ability to carry out their duties at iSirona.

8. **PROPRIETARY INFORMATION.** Employee acknowledges that they may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be related, directly or indirectly, to the present or future business of iSirona and its affiliates, partners, and customers including, without limitation, trade secrets, customer lists, marketing and business plans, strategic plans, software programs, protocols, pathways, methodologies and methods of doing business ("Proprietary Information").

Proprietary Information is a valuable, unique asset of each party and is continually used by iSirona in the development, promotion and operation of its businesses, and provides it certain advantages in its businesses.

Employee expressly agrees that all Proprietary Information shall be and shall remain the property of the party to which it belongs, and Employee will protect and preserve the confidential and proprietary nature of all such Proprietary Information and shall not (a) disclose any Proprietary Information to any other person or entity, except to the extent required to carry out each party's respective duties and responsibilities under this Agreement, or as may be otherwise required by law; (b) use such information in that party's advantage or the advantage of any other person or entity, except to the extent required to carry out its duties and obligations.

9. **EMPLOYMENT DECISIONS.** iSirona maintains a right to make personnel decisions and to evaluate Employee's qualifications, duties, work assignments and job performance.
10. **NOTICE OF WORKERS' COMPENSATION INSURANCE COVERAGE.** iSirona maintains workers' compensation insurance coverage for Employee. In the event of an injury in the workplace, Employee agrees that Employee's sole remedy against iSirona lies in coverage under iSirona's workers' compensation insurance.
11. **EFFECTIVE DATE.** This agreement and the Employee's beginning date of employment are not effective until after the first payroll has been paid by iSirona and includes the employee listed hereinabove. The Employee's effective date of employment, for all purposes including employee benefits and beginning of eligibility period, will be established retroactive to the first day of work for which Employee is paid by iSirona in that payroll.
12. **NOTICE OF COMPLAINT.** iSirona believes that the work environment should be free of discrimination and harassment and that the Employee has a means to discuss any complaint. Employee agrees that Employee will read and abide by iSirona's Anti-Harassment Policy and will promptly report any such incident or problem to Employee's supervisor. As stated in the policy, if Employee believes it would be inappropriate to report the incident to Employee's supervisor, or if the problem is not addressed adequately by the supervisor, Employee agrees to escalate in accordance with the policy.
13. **POLICIES.** Employee agrees to abide by all iSirona policies made known to Employee.
14. **ENTIRE AGREEMENT.** This agreement supersedes any and all other Agreements between iSirona and Employee, either oral or in writing, with respect to the employment of Employee by iSirona and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever and in no way creates or alters any separate agreement iSirona may have with Employee.

Last 4 Digits of SSN: \_\_\_\_\_

15. SEVERABILITY. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
16. WAIVER. The failure of either party to require performance of any provision of this Agreement at any time, or on more than one occasion, shall not affect the right of either party, at a later time, to enforce that provision or any other term or provision of this Agreement.

This Agreement will not be accepted by iStrong, if there are any changes made to it unless the changes are prepared by iStrong.

Employee's Signature: Scott Kahler Date Signed: 12/16/2010  
Printed Name Per Social Security Card: Scott David Kahler

RETURN THE COMPLETED, DATED AND SIGNED FORM



This Agreement is between Sirona, LLC, ("Sirona"), and (First Name: Wendy Lee, Last Name: Shaw) ("Employee"). This Agreement exists only with Employee's employment with Sirona.

1. Employee agrees to perform such duties as shall be determined by Sirona and consents to be employed by and through a corporation or designee and understands any such change, the employment of Employee shall be considered as continuing under this Agreement, as modified.
2. **AT-WILL, UNEMPLOYMENT.** Employee agrees that Employee's employment by and cooperation with Sirona can be terminated, with or without cause, and without notice, at any time, at the option of either Sirona or Employee. Employee understands that no supervisor or Sirona representative other than the President of Sirona, has authority to enter into an agreement for employment with Sirona for any specific period of time, or to make any agreement contrary to the foregoing. Any such agreement shall be null and void.
3. **REPRESENTATION AND TERMINATION.** Employee agrees to cooperate with Sirona by participating fully in an exit interview. In the event Employee leaves the employ of Sirona, Employee agrees to give Sirona written notice of their intention to resign their employment at least fifteen (15) business days prior to the last day they intend to work at Sirona. To fulfill the provision of paragraph 3 of this agreement, Employee agrees to report to Sirona, in conjunction with their written notice of intent, the identity of Employee's new employer (if any) and the nature of their proposed duties for that employer. Sirona, however, reserves the right within 60 calendar days of Employee's intended effective termination date to an earlier start date or to allow Employee's intended effective termination date to stand.
4. **ORCA TESTING.** When requested, Employee will voluntarily submit to a random test at a laboratory chosen by Sirona, and by signing current agreement, will release Sirona from liability. Refusal to submit to the random test or failure to comply according to the minimum standards established by Sirona or its Contractor may result in immediate suspension or discharge.
5. **NONCOMPETITION AND NONSOLICITATION.** For a period of at least (2) years after the voluntary or involuntary termination of employment with Sirona:
  - a. Employee will not solicit any prospective employee, prior to accepting employment that this Employee agrees to accept;
  - b. Employee will not participate in any implementation, development, enhancement or design of, or to consult, directly or indirectly, with any person concerning any implementation, development, enhancement or design of, any software that competes with or is being developed to compete with the software Sirona for a period of at least two (2) years after the date of Employee's last (2) years of Employee's employment by Sirona or its success or assigns Confidential Information, whichever is later;
  - c. If Employee has worked for Sirona in a sales role, Employee will not provide any services to any "Conflicting Organization" in connection with the marketing, sale or promotion of any similar Products or Services in which Sirona sells or has outlined plans to offer to any person or organization upon whom Employee performs sales account Employee supervised or visited of Sirona during the last two (2) years of Employee's employment by Sirona;
  - d. If Employee has worked for Sirona in a non sales role, Employee will not provide services directly or indirectly related to Employee's employment at Sirona in any Sirona Company or Partner with which they have had contact during the last two (2) years of Employee's employment by Sirona.

Employee agrees not on behalf of themselves or on behalf of any other person, entity, or organization to employ, solicit for employment, or otherwise seek to employ or recruit any Sirona employee or employee of a Sirona parent or subsidiary, or in any way assist or facilitate any such employment, solicitation, or recruitment effort.

6. **NEW PRODUCTS AND IDEAS.** With respect to New Products and Ideas that Employee develops, authors, or conceives in whole or in part while employed at Sirona, plus for one year thereafter, Employee agrees to keep accurate, complete and timely records of such New Products and Ideas, and will promptly disclose and fully describe such New Products and Ideas to Sirona. Employee further agrees to maintain all information regarding any New Products and Ideas as Confidential Information and shall not disclose such information to any party outside of Sirona without express written approval of an officer of Sirona.

Employee agrees to assign and transfer to Sirona, without further consideration, the Employee's entire right, title and interest in and to all such New Products and Ideas including any patent, copyrights, trade secrets and other proprietary rights in the same. Employee waives any and all moral rights and other rights of copyright holders, in other jurisdictions, including but not limited to rights of attribution and integrity, which Employee would otherwise have in any New Products and Ideas.

Employee agrees to execute promptly all Illinois' expense, a written assignment of Illinois' Illinois, and all letters and applications for letters of patent and copyrights, in all countries, for any New Products or Ideas assigned to or assigned by this Agreement. Employee shall not be liable to Illinois or its members in any reasonable way both during and after their term of employment at Illinois, in writing, and in any other way, for any New Products and Ideas in and for Illinois, in any and all countries, including the development and presentation of patents, copyrights, trade secrets and other proprietary rights.

This section does not apply to Employee's New Products and Ideas which do not relate directly to the business of Illinois, and which are developed entirely on Employee's own time.

Employee shall protect and maintain in confidence, New Products and Ideas which Employee acquires or develops by Illinois or which are disclosed from disclosure of this Agreement and avoid disclosure of such confidential information to third parties.

7. **EMPLOYEE'S EMPLOYMENT.** Except for those employees hired to work less than 40 hours per week, employment at Illinois is a full-time employment. As a full-time employee, it is Illinois' expectation that employees devote their full time and attention to meet their current responsibilities and that Employee will not engage in any other employment activities which would detract from or conflict with their ability to carry out Employee's duties at Illinois.

As an employee who works less than 40 hours per week, it is Illinois' expectation that Employee devote the required time and attention necessary to carry out their responsibilities. Employee may engage in other employment with Illinois so long as these activities do not in direct competition with Illinois, and so long as these activities do not detract from or conflict with Employee's ability to carry out their duties at Illinois.

8. **PROPRIETARY INFORMATION.** Employee acknowledges that they may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be related directly or indirectly to the present or future business of Illinois and its affiliates, partners, and customers including, without limitation, trade secrets, customer lists, marketing and business plans, strategic plans, software programs, products, patents, methodologies and methods of doing business ("Proprietary Information").

Proprietary Information is a valuable asset of each party and is confidential to each party in the development, promotion, and protection of its business, and provides it certain advantages in the marketplace.

Employee expressly agrees that all Proprietary Information shall remain the property of the party to which it belongs, and Employee will protect and preserve the confidential and proprietary nature of all such Proprietary Information and shall not (a) disclose any Proprietary Information to any other person or entity, except to the extent required to carry out each party's respective duties and responsibilities under this Agreement, or (b) use the information required by this Agreement to its party's advantage or the advantage of any other person or entity, except to the extent required to carry out its duties and obligations.

9. **EMPLOYMENT DECISIONS.** Illinois reserves a right to make personnel decisions and to evaluate Employee's qualifications, duties, work assignments and job performance.

10. **NOTICE OF WORKERS' COMPENSATION INSURANCE COVERAGE.** Illinois maintains workers' compensation insurance coverage for employees. In the event of an injury to the workplace, Employee agrees that Employee's sole remedy against Illinois lies in coverage under Illinois' workers' compensation insurance.

11. **EFFECTIVE DATE.** This agreement and the employee's beginning date of employment are not effective until after the first payroll has been paid by Illinois and includes the employee listed heretofore. The Employee's effective date of employment, for all purposes, including employee benefits and beginning of probationary period, will be a calendar date to the first day of work for which Employee is paid by Illinois on that payroll.

12. **NOTICE OF GRIEVANCE.** Illinois believes that the work environment should be free of discrimination and harassment and that the Employee has a right to discuss any complaint. Employee agrees that Employee will read and abide by Illinois' Anti-Harassment Policy and will promptly report any such incident or problem to Employee's supervisor. And that in the policy, if Employee believes it would be in his/her best interest to report the incident to Employee's supervisor, or if the problem is not addressed adequately by the supervisor, Employee agrees to consult in accordance with the policy.

13. **ENTIRETY.** Employee agrees to abide by all Illinois policies made known to Employee.

14. **ENTIRE AGREEMENT.** This agreement incorporates any and all other Agreements between Illinois and Employee, either oral or in writing, with respect to the employment of Employee by Illinois and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever and in no way creates or alters any separate agreement Illinois employee with Employee.

Witness my hand

12/28/2005

15. **ENTIRE AGREEMENT.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the provisions of the provisions of this Agreement shall survive in full force and effect and shall as to those be affected, amended, or modified.
16. **WARRANTY.** The parties of either party to require performance of any provision of this Agreement at any time, or on more than one occasion, shall not affect the right of either party at a later time, to enforce that provision or any other term or provision of this Agreement.
- This Agreement will not be accepted by either party, if there are any changes made to it before the changes are proposed by either party.

Signature of \_\_\_\_\_ Date signed: 19 DEC 18  
Printed Name for \_\_\_\_\_

WITNESS THE SIGNATURE, DATED AND SIGNED ABOVE

Shen, LLC

10/13/18