BILLSPAN™ SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License Agreement ("Agreement") is entered into between Consumer Health Technologies, Inc. ("CHT"), with a principal office at 6700 N. Andrews Avenue, Suite 210, Fort Lauderdale Florida, 33309 and the State of Minnesota, acting through its Commissioner of Commerce ("Licensee") as of the last date signed below ("Effective Date").

1. DEFINITIONS

1.1 "BillSpan™" is a financial transaction and revenue cycle management software that facilitates bill generation, bill aggregation, bill reconciliation, payment collection, interfaces to third party payment processors, payment aggregation and de-aggregation and many-to-many billing to payment reconciliation.

1.2 "Documentation" means any user manuals, training materials, bulletins, information sheets, technical information or other documentation pertaining to the Software, both in digital and paper form.

1.3 "License" means this Software License and Support Agreement including any attachments where applicable between CHT and Licensee.

1.4 "Licensee" means the legal entity that is acquiring the right to use the Software in accordance with the terms of this License as well as any affiliates of the Licensee on whose behalf the Licensee is licensing the Software.

1.5 "License Fee" means the fees payable by Licensee for the right to use the Software.

1.6 "Professional Services" means services related to Software deployment, configuration, customization, and interface.

1.7 "Software" means the software modules listed in Schedule A for which Licensee has paid the License Fees and otherwise provided to Licensee pursuant to this Agreement. "Software" includes any new releases, upgrades, and updates, bug fixes and patches for which Licensee has paid the applicable Support Fees.

1.8 "Support Services Fees" means the fees payable on an annual basis by Licensee for Support Services.

1.9 "Support Services" means Software maintenance and technical support services excluding training.

1.10 "Third Party Software" means any software to which CHT is not the copyright holder.

2. LICENSE GRANT

2.1 CHT grants to Licensee a non-exclusive, non-transferable, non-sublicensable and perpetual (unless terminated as provided herein) license to use, in object code format, CHT's software identified in Schedule A ("Software"), subject to the terms, conditions and restrictions set forth herein. In consideration of the license grant under this Agreement, the Licensor shall accept payment by Maximus, the appointed prime contractor of Licensee, on behalf of Licensee for the fees set out in the applicable [payment schedule]. Maximus will invoice Licensee in accordance with the terms set out in the applicable [payment schedule]. Furthermore, for the avoidance of doubt, such payment by Maximus shall not give rise to any rights to or of Maximus howsoever arising in connection with or under this Agreement, except as may be expressly set out in the Agreement.

2.2 Use of the Software shall be limited to the internal data processing and computing needs of Licensee, and to the terms and conditions set forth in the Software's Documentation current at the time of licensing, a copy of which shall be made available to Licensee upon request. Licensee shall not make the Software available to unauthorized third parties. The Software may not be used to provide a service directly or indirectly to third parties, including, without limitation, for the creation or manipulation of data to be sent to a third party or for the processing of data provided by a third party. Licensee may not relicense, rent or lease the Software for third-party training or commercial time-sharing. Licensee shall not distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof, and shall not use the Software except as expressly permitted hereunder. Notwithstanding this limitation, Licensee may transfer the license to a quasi-governmental or private entity to the extent that entity has been delegated responsibility to carry out the governmental functions for which the Licensee has obtained this license, and Licensee is authorized to allow Licensee's Contractor to use the Software in providing technical professional services to Licensee, which includes making enhancements and modifications to the Software, at no additional cost to Licensee as provided in this Agreement. No third-party software that is provided with the Software may be used independently from CHT Software, unless otherwise mutually agreed in writing and except to the extent specified by law, Licensee further agrees not to adapt, translate, reverse engineer, decompile, modify, alter or otherwise derive the source code for the Software or any of the related features of the Software or to allow third parties to do so.

2.3 For each copy of the Software licensed, Licensee may only install one (1) copy of the Software on equipment located at Licensee's facility identified in the 'Ship To' address on the applicable Purchase Order or as directed by Licensee in writing. Licensee shall inform CHT in writing in advance of any change in the equipment upon which the

Software is installed or the location of such equipment. Additional installations or quantities of the Software, or any relocation of the Software outside the "Ship To" facility location shall require additional licenses for which additional License Fees shall apply. Licensee shall have no right to copy the Software or use the Software for any purpose or in any manner not expressly permitted in this Agreement. All titles, trademarks and copyright and restricted notices shall be reproduced in such copies.

2.4 Licensee shall have the right to print copies of the softbound version of the Documentation provided with the Software ("Documentation") in the form generally available and post the PDF format of the Documentation on Licensee's own intranet solely for Licensee's internal use. Licensee shall not have the right to make copies of the hardbound version of the Documentation.

2.5 Licensee acknowledges that CHT owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software. Any references to "sale" or "purchase" of the Software shall be deemed to mean "license" in accordance with the terms contained in this Agreement. Licensee agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output. CHT reserves all rights not expressly granted to Licensee in this Agreement.

3. SUPPORT SERVICES

3.1 In the event Licensee subscribes to Support Services and subject to payment of the applicable annual Support Services fee, CHT agrees to provide the following support services for the Software, with such Support Services to commence upon ninety (90) days from the date of delivery of the Software:

(a) Error Correction. Upon receipt from Licensee of notice of a problem with the Software (which problem can be reproduced at an CHT support facility or via remote access to Licensee's facility), CHT shall use reasonable efforts to correct or circumvent the problem;

(b) Updates. CHT shall notify Licensee of all new maintenance releases (collectively "Updates") for the Software. CHT shall make available to Licensee, at no additional charge, all currently supported Updates that are developed or published by CHT and made generally commercially available to CHT Support Services Licensees at no additional charge. Updates shall not include any option or future products which CHT licenses separately.

(c) Product Lifespan. A product release of the Software shall be supported for a period of eighteen (18) months from the date of general availability of a subsequent major product release. For example, release 8.x shall only be supported for a period of eighteen (18) months after the general availability of release 9.0.

(d) Assistance. CHT shall provide Licensee with access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems. The hours for such assistance depend on the level of Support Services purchased by Licensee as set forth in Section 4.1 herein.

3.2 If Licensee cancels Support Services for the Software, Licensee may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive Support Services for such Software. To reinstate Support Services, Licensee must pay to CHT all accumulated Support Fees for the period during which Licensee did not purchase Support Services and the Support Fees for the annual term in which Licensee re-enrolls the Software licenses under Support Services. Licensee must also upgrade the Software to a Software release supported by CHT pursuant to Section 2.1(c) above.

3.3 If Licensee chooses to install Updates made available pursuant to this Agreement, Licensee must uninstall and cease use of all previous versions of the Software so that Licensee's use of the Software corresponds to the number of Licenses purchased for the Software.

3.4 To the extent that any modification, enhancement, interface, program, tool, application or derivative work to the Software or any other deliverable ("Work Product") is produced as a result of the Support Services provided by CHT, Licensee shall have the same rights in such Work Product as Licensee has in the Software. Licensee acknowledges and agrees that other than Third Party software, CHT owns all computer programs, utilities and intellectual property, including without limitation, any Work Product which is produced as a result of the Support Services or which aid CHT in performing the Support Services. Licensee shall not have the right to sublicense, transfer, assign, convey or copy any Work Product.

4. FEES, CHARGES, TAXES AND DELIVERY

4.1 Subject to the agreed upon payment process, Licensee shall pay to CHT the License Fee and annual Support Fees for the Software as set forth in Schedule A. Annual Support Fees are defined as follows:

(a) Level 1 - Monday - Friday ((Holidays excluded) 8:00AM - 6:00PM (EST): Twenty-Two Percent (22%) of the total License Fee;
(b) Level 2 - Monday - Friday (Holidays excluded) 8:00AM - 8:00PM (EST): Twenty-Six Percent (26%) of the total License Fee; and
(c) Level 3 - 24 Hours, Seven Days A Week: Thirty-Two Percent (32%) of the total License Fee.

The total License Fee and annual Support Fees shall be invoiced upon delivery of the Software. The Support Fees for subsequent years will be invoiced annually approximately sixty (60) days prior to the start of each such annual Support Services term.

4.2 The initial annual Support Fees for the first year of Support Services shall be as set forth on the Schedule A. After the first year of Support Services, the annual Support Services renewal fee shall be the annualized fee paid in the prior year, plus an increase based on the most recently available percentage change in the Consumer Price Index-All Urban Consumers (1982-1984 = 100) for the prior twelve (12) month period.

4.3 All invoices shall be due and payable within thirty (30) days of receipt. A late charge equal to the lesser of (a) one percent (1%) per month or (b) the maximum amount permitted by law will be assessed for all invoices over thirty (30) days past due, in addition to any costs incurred in collecting such late fees.

4.4 CHT shall have the right, on at least ten (10) days' prior written notice and not more than once every twelve (12) months, to conduct a software audit during Licensee's normal business hours to verify Licensee's use of the Software, compliance with the terms of this Agreement and payments made to CHT hereunder. Licensee agrees to immediately remit to CHT any shortfall in payment disclosed by such software audit including any late charges applicable thereto. In addition, if any such examination discloses a shortfall in payment to CHT of more than five percent (5%) for any year, Licensee agrees to pay or reimburse CHT for that software auditing expense upon written request by CHT if so ordered by court.

4.5 Licensee shall pay, in addition to the License Fee and the Support Fees, all taxes (excluding taxes based on CHT's net income) however designated, levied or based on the prices, terms or performance of this Agreement, including, without limitation, state and local sales and use taxes, duties and privilege and excise taxes, unless Licensee furnishes appropriate evidence of exemption.

4.6 Unless requested otherwise as set forth below, the Software, Documentation and all Updates furnished under Support Services shall be shipped via electronic delivery. Licensee acknowledges that such electronic transfer shall satisfy CHT's Software delivery requirements under the Agreement, and CHT shall have no obligation to deliver the Software on tangible media to Licensee. Nothing contained in this section shall relieve Licensee of its obligation to pay any applicable sales or use taxes which may ultimately be imposed on its license of the Software or purchase of Support Services. In the event that Licensee elects to receive the Software and Documentation physically, the Software shall be shipped FOB Origin. All freight, handling and similar charges or costs incurred in connection with delivery shall be borne by CHT. CHT will replace the Software if it is damaged or lost while in transit to Licensee. If Licensee loses or damages the media containing the Software licensed hereunder, following receipt of Licensee's written notice, CHT shall provide a replacement copy.

5. PROFESSIONAL SERVICES

5.1 Professional Services may be provided under a separate standard Professional Services Agreement ("PSA") upon request by Licensee.

5.2 Professional Services shall include, without limitation, services related to Software deployment, configuration, customization, and interface and any other services as may be reasonable requested by Licensee. Professional Services shall not include Support Services which are provided pursuant to a separate agreement for Support Services.

5.3 To the extent that any modification, enhancement, interface, program, tool, application or derivative work to the Software or any other deliverable ("Work Product") is produced as a result of the Professional Services provided by CHT, Licensee shall have the same rights in such Work Product as Licensee has in the Software. Licensee acknowledges and agrees that other than Third Party software, CHT owns all computer programs, utilities and intellectual property, including without limitation, any Work Product which is produced as a result of the Professional Services provided by CHT and which aid CHT in performing the Professional Services. Licensee shall not have the right to sublicense, transfer, assign convey or copy any Work Product except as provided in this Agreement.

6. CONFIDENTIALITY

6.1 For purposes of this Agreement, (a) the term "Receiving Party" shall mean CHT with respect to Confidential Information (as defined below) supplied to CHT by Licensee, and Licensee with respect to Confidential Information supplied to Licensee by CHT; and (b) the term "Disclosing Party" shall mean CHT with respect to Confidential Information supplied to Licensee by CHT, and Licensee with respect to Confidential Information supplied to CHT by Licensee. "Confidential Information" Information that is protected from disclosure under the Minnesota Data Practices Act and means the Software (both object and source code), and may mean the following: the accompanying Documentation and all related technical and financial information and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, Licensees, markets or finances of the Disclosing Party which (i) has been marked as confidential or proprietary; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential.

6.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of the Disclosing Party.

6.3 The parties hereby agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement;(b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth herein; and (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party confidentiality obligations set forth herein or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, its agents, or contractors.

7. WARRANTY

7.1 CHT warrants that the Software will operate in conformity with the then current standard Documentation (except for minor defects or errors which are not material to Licensee) for a period of ninety (90) days from the date of initial delivery of the Software ("Warranty Period"), but Warranty Period is exclusive of any time when the Software is rendered unusable by Licensee because of a defect or error.

7.2 If the Software does not perform in accordance with the warranty set forth in Section 7.1 during the Warranty Period, upon written notice by Licensee during the Warranty Period, CHT will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Licensee's sole and exclusive remedy, and CHT's sole obligation, in the event of nonconformity of the Software with the foregoing warranty will be the correction of the condition making it nonconforming.Licensee shall provide all information reasonably requested to enable CHT to cure the non-conformity.

7.3 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 CHT agrees to indemnify, defend, with the approval of the Minnesota Attorney General's Office and hold Licensee harmless from any claim of United States patent, trade secret or copyright infringement asserted against Licensee by virtue of Licensee's licensed use of the Software, provided that: (a) CHT is given prompt written notice of any such claim; (b) CHT has the right to control and direct the defense of such claim; and (c) Licensee shall reasonably cooperate with CHT in such defense.

8.2 CHT shall have no liability for any claim of infringement that results from: (a) any modification of the Software by Licensee; (b) any failure by Licensee to implement Updates to the Software as supplied by CHT; or (c) the combination, operation, or use of the Software with non-CHT programs, data or documentation, if such infringement would have been avoided by the use of the Software without such combination, operation or use.

8.3 In the event the Software, in CHT's opinion, is likely to or does become the subject of a claim of infringement, CHT shall have the right at its sole option and expense to: (a) modify the Software to be non-infringing while preserving substantially equivalent functionality; (b) obtain for Licensee a license to continue using the Software; or (c) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Licensee a pro rata portion of the License Fee paid to CHT hereunder for that portion of the Software which is the subject of such infringement, such refund based on a straight line amortization over a five (5) year term beginning on the Effective Date.

8.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF CHT, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

9. TERMINATION; EFFECTS OF TERMINATION

9.1 Either party has the right to terminate this Agreement and the license granted hereunder upon written notice to the other party if the other party: (a) is in default of any material obligation hereunder which default is incapable of being

cured, or which, being capable of being cured, has not been cured within thirty(30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.

9.2 Immediately upon termination, the licenses granted hereunder shall terminate, and Licensee shall cease all use of the Software. Within five (5) days after termination, Licensee will de-install the Software and all copies thereof and (a) return to CHT the Software in the form provided by CHT and all copies in whole or in part made by Licensee; or (b) upon request by CHT destroy the Software and all copies, and certify in writing that they have been destroyed.

9.3 Termination shall not relieve Licensee from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies for Support received.

9.4 Sections 4 through 11 shall survive termination of this Agreement.

10. LIMITATION OF LIABILITY

10.1 THE LIABILITY OF CHT TO LICENSEE OR ANY THIRD PARTY ARISING FROM THE LICENSE OR USE OF THE SOFTWARE, OR THE PROVISION OF SUPPORT SERVICES, INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THE AMOUNT PAID FOR THE RELATED LICENSE.

10.2 IN NO EVENT WILL CHT BE LIABLE FOR ANY OF THE FOLLOWING ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR SERVICES: INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CHT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

11. GENERAL

11.1 Notwithstanding any provision in this Agreement to the contrary, CHT may include Licensee's name in a public list of current Licensees who use CHT's products, provided that (a) Licensee's name is not highlighted and does not stand out in comparison to the names of CHT's other Licensees; and (b) CHT does not and will not make any representation with respect to Licensee and does not and will not attribute any endorsements to Licensee without Licensee's prior written consent. Within sixty (60) days of the Effective Date of this Agreement, CHT may issue a press release announcing Licensee as a new CHT Licensee. Licensee will have full review and editing authority of the language in such press release prior to distribution.

11.2 This Agreement may not be amended except by a writing signed by an authorized representative of CHT and Licensee. If Licensee issues a Purchase Order or other document regarding the Software or services provided under this Agreement, such instrument will be deemed for Licensee's internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

11.3 Licensee may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without CHT's prior written consent, which shall not be unreasonably withheld. A change in control of a party shall be considered an assignment by such party for purposes of this Agreement. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. CHT shall have the right to assign its rights and obligations under this Agreement to an affiliate or incorporate an affiliate as a party to this Agreement.

11.4 This Agreement shall be governed by Minnesota law, without regard to conflict of law provisions and the venue will be Minnesota. The application of Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection therewith if so ordered by court.

11.5 The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

11.6 If Licensee is a branch or agency of the U.S. Government, use, duplication or disclosure of the Software is subject to the restrictions set forth in this Agreement except that this Agreement shall be governed by federal law. Any additional rights or changes desired by the U.S. Government shall be negotiated with CHT consistent with Section 10.2.

11.7 Except as expressly agreed in writing by CHT, Licensee may not export the Software, the Documentation or any copies thereof. In addition, Licensee agrees to comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, including the Bureau of Export Administration's restrictions on the export of certain encryption security technology, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.Each party acknowledges its obligation to comply with all applicable anti-corruption legislation and represents that, to the best of it knowledge, no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

11.8 CHT disclaims all responsibility and liability with respect to any content or data that the Licensee processes with the Software. Licensee acknowledges and agrees that (i) the Software functions only as a tool or vehicle for data processing, which data is not visible to CHT; (ii)CHT cannot control the jurisdiction where the data originates; and (iii) neither CHT nor its Software is a "data controller" or similar under applicable law with respect to any Licensee content or data. Licensee acknowledges and agrees that, as between the parties, it is the sole "data controller" and must ensure that it is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal information or personally identifiable information.

11.9 This Agreement, the attached schedules, and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the license and use of the Software and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. Licensee acknowledges that it has not relied on the availability of any future version of the Software or any future product in executing this Agreement. This Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or other electronic copy signature. Neither party shall be liable for non-performance or delays caused by acts of God, wars, riots, strikes, fires, shortage of labor or materials, labor disputes, government restrictions or other causes beyond its control. Each Party represents and warrants that it has all necessary corporate power and authority to enter into this Agreement.

11.10 State Audit. The books, records, documents and accounting practices and procedures of CHT relevant to this Agreement shall be subject to examination by the Licensee, and either the Minnesota Legislative Auditor or State Auditor as appropriate for a minimum of six years.

11.11 Lack of Appropriation. Continuation of this Agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this Agreement. If these funds are not appropriated, the Licensee will immediately notify CHT in writing and the Agreement will terminate on June 30 of that year. Licensee shall not be assessed any penalty if the Agreement is terminated because of the decision of the legislature not to appropriate funds.

11.12 Taxpayer Identification. CHT is required by Minn. Stat. § 270C.65 to provide its Minnesota Tax Identification Number or Federal Employer I.D. No. if CHT does business with the State of Minnesota. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require CHT to file state tax returns and pay delinquent state tax liabilities. This Agreement will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax I.D. No.: _____
Federal Employer I.D. No.: 260599501

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

Consumer Health Technologies, Inc.

By: Pradeep Goel

Name: PRADEEP GOEL

Title: CEO

Date: 07/13/2012

Minnesota Department of Commerce

By: Steven E. Carlson

Name: Steven E. Carlson

Title: Deputy Commissioner

Date: July 13, 2012

Department of Administration
Pursuant to Minn. Stat. § 16C.05, subd. 5

By:

Name: JUSTIN KAUFMAN

Date: 7/14/12

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SCHEDULE A

License Fee and Annual Support Fee Schedule

Software Module/Support	License Agreement Date	Warranty Commencement Date	Warranty End Date	Support Commencement Date	Fees
BitSpan™					$1,700,000.00
Initial Usage Fee					$1,300,000.00
Annual /Recurring Support Fee					X Level 1: 22% $374,000 ☐ Level 2: 26% $(***) ☐ Level 3: 32% $(***)
Total License Fee, Usage Fee, and Annual/Recurring Support Fee					$3,374,000