

This amendment is by and between the State of Minnesota, acting through the Minnesota Insurance Marketplace, a/k/a MNsure ("State") and Consumer Health Technologies, Inc. (whose name was changed to EngagePoint, Inc. effective April 17, 2013), with a principal office at 6700 N. Andrews Avenue, Suite 210, Fort Lauderdale, Florida, 33309 ("CHT")

Recitals

1. The State has a software license agreement with CHT identified as the Bill Span™ Software License and Support Agreement dated July 14, 2012 and amended November 15, 2012 ("Original Agreement").
2. The State and CHT acknowledge that pursuant to CHT's corporate branding program, CHT has changed the name of the Software from "BillSpan™" to "EngagePoint Financials™."
3. The State and CHT acknowledge that the Original Agreement is being amended to include the "EngagePoint Conduct™" module, as defined below, based upon this module's compatibility with "EngagePoint Financials™."
4. The State and the CHT are willing to amend the Original Agreement as stated below.
5. In the revisions below, all text that is marked with strikethrough (i.e. "~~strikethrough~~") is deleted from the Original Agreement and all text that is marked with underline (i.e. "underline") is added to the Original Agreement.

Amendment to the Original Agreement

REVISION 1. All references to the "BillSpan™" in the Original Agreement are replaced by:

"EngagePoint Financials™"

REVISION 2. The following clause is added to the Original Agreement immediately after subsection 1.1:

1.1 "EngagePoint Conduct™" is a service oriented process automation module in which BPMN2.0 compliant process models can be created that integrate people, processes and systems. When deployed, it executes BPMN models directly on a high-performance BPEL engine that runs on any standards-based Java Enterprise Edition server. It offers complete compatibility and rigorous support for open standards, enabling process automation to become a generalized service across the enterprise. As embedded software herein it is fully compatible with EngagePoint Financials™.

REVISION 3. Schedule A of the Original Agreement is hereby replaced in its entirety by the Schedule A attached to this Amendment. For avoidance of doubt, this new Schedule A includes reference in section (1) to a License Fee, Usage Fee, and Annual/Recurring Support Fee for BillSpan™ in the amount of \$3,374,000 which has already been paid in full by State to CHT.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments or addenda remain in full force and effect.

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~~1. STATE ENCUMBRANCE VERIFICATION~~

~~Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15~~

~~Signed: _____~~

~~Date: _____~~

~~CEMS Contract No. A- _____ Object Code: _____~~

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Barbara Aulich

Title: CEO

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: Barbara Aulich

(with delegated authority)
Title: Masure CEO

Date: 5/3/13

Distribution: Agency
Contractor
State's Authorized Representative - Photo Copy

SCHEDULE A

	Software Module/Support	License Agreement Date	Warranty Commencement Date	Warranty End Date	Support Commencement Date	Fees
(1)	BillSpan™					\$1,700,000.00
	Initial Usage Fee					\$1,300,000.00
	Annual/Recurring Support Fee					<input checked="" type="checkbox"/> Level 1: 22% <input type="checkbox"/> Level 2: 26% <input type="checkbox"/> Level 3: 32%
	Total License Fee, Usage Fee, and Annual/Recurring Support Fee					\$3,374,000.00
(2)	EngagePoint Conduct™					\$158,500.00
	Initial Usage Fee					0.00
	Annual/Recurring Support Fee					<input checked="" type="checkbox"/> Level 1: 22% <input type="checkbox"/> Level 2: 26% <input type="checkbox"/> Level 3: 32%
	Total License Fee, Usage Fee, and Annual/Recurring Support Fee					\$193,370.00



Purchase Order



**Department of Commerce
Commerce**

Dispatch Via Email

Purchase Order B1301-300003202	Date 05/03/2013	Revision	Page 1 of 1
Payment Terms Net 30	Freight Terms FOB Destination, Prepd & Allow	Ship Via Ground	Event ID
Buyer Jennifer Sue Hornstien	Phone 651/296-3409	Currency USD	Agency Reference

Vendor:
0000843356
ENGAGEPOINT
6700 N ANDREWS AVE #210
FT LAUDERDALE FL 33309
United States

Ship To:
DEPARTMENT OF COMMERCE
5TH FL/GOLDEN RULE BLDG
STE 500 85 E 7TH PLACE
ST PAUL MN 55101-2198
United States

Attention:
Not Specified

Bill To:
DEPARTMENT OF COMMERCE
5TH FL/GOLDEN RULE BLDG
STE 500 85 E 7TH PLACE
ST PAUL MN 55101-2198
United States

Tax Exempt?		Tax Exempt ID:		Replenishment Option: Standard			
Line - Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	BillSpan Software Licenses 10/31/12 to 10/31/13 For HIX		1.0000	LO	158500.0000 0	158500.00	05/03/2013
Schedule Total						158500.00	
Item Total						158500.00	
2 - 1	BillSpan Support Services 10/31/12 to 10/31/13 For HIX		1.0000	LO	34870.00000	34870.00	05/03/2013
Schedule Total						34870.00	
Item Total						34870.00	
Total PO Amount						193370.00	

1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. The state of MN holds direct Pay Permit 1114, issued July 1, 1995 and pays tax directly to Revenue. DO NOT CHARGE SALES TAX unless otherwise instructed to do so on this purchase Order or the solicitation document.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered and appropriate approvals have been obtained.

Issued By:
Jennifer Sue Hornstien