ezSuite™ SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (the "Agreement") is entered into between **Consumer Health Technologies, Inc. d/b/a** EngagePoint ("CHT"), with a principal office at 6700 N. Andrews Avenue, Suite 210, Fort Lauderdale Florida, 33309 and **the State of Minnesota, acting through the Minnesota Insurance Marketplace a/k/a MNsure** ("Licensee") as of the last date signed below ("Effective Date").

WHEREAS, Licensor has developed, at private expense, certain proprietary and copyrighted computer software known as the ezSuite™software applications; and

WHEREAS, ezSuite™ is a suite of modules (as more fully defined below) that facilitate rapid implementation of Service Oriented Architecture ("SOA") and Medicaid Information Technology Architecture ("MITA") based solutions and systems and consist of the following specific independent and compatible modules: (i) ezAudit™; (ii) ezDoc™; (iii) ezNotify™; (iv) ezResolve™; and (v) ezState™. ezSuite™ delivers ready to use published services sets for each of the functional modules. Licensee desires to acquire a full production license of the ezSuite software from CHT; and

WHEREAS, Licensor has offered ezSuite™ for license to the general public for the published list price of $5,175,000 and CHT has licensed components of ezSuite™ to the general public for the components' respective published list price; and

WHERAS, Licensee desires to acquire a production license of ezSuite™ for use in connection with the Minnesota Health Insurance Marketplace ("MNsure") project to support the eligibility determinations for, enrollment in and, as applicable, payment of premiums for Qualified Health Plans, MAGI Medicaid programs, and Basic Health Plans on MNsure by individuals or by employers and employees in the Small Empolyers Health Options Program, it being understood and agreed to by Licensee that all other uses of ezSuite functionality provided by any such license are prohibited; and

WHEREAS, the parties have already entered into two separate Software License Agreements for ezAudit™ and ezNotify™ ("ezAudit/Notify Agreements") on or about July 14, 2012;

WHEREAS, Licensee has paid to CHT a license fee for ezAudit™ and ezNotify™ in the cumulative amount of $1,390,000.00 ("ezAudit/Notify License Fee");

WHEREAS, in consideration for the ezSuite™ license the parties agree that CHT shall credit Licensee the ezAudit/Notify License Fee ($1,390,000) and apply such towards the ezSuite license fee because ezAudit and ezNotify are components of the ezSuite; and

WHEREAS, Licensee has agreed to purchase a minimum of five (5) years of Support Services for the ezSuite™ for which the Support Services Fee will be due from Licensee on an annual basis and the first year Support Services Fee will be due upon execution of this agreement; and

WHEREAS, the annual Support Services Fee for ezSuite™ will be based on the applicable percentage of the total ezSuite™ generally-applicable license fee ($5,175,000.00) as indicated by the level of support elected by Licensee; and

WHEREAS, pursuant to the ezAudit/Notify Agreements Licensee will pay to CHT Support Services Fees for annual Support Services for ezAudit™ and ezNotfiy™ in the cumulative amount of $305,800.00; and

WHEREAS, CHT agrees to give one time credit to the Licensee for the paid annual Support Services for ezAudit™ and ezNotify™ in the amount of $305,800.00; and

WHEREAS, Licensee's ezSuite license shall be limited to Authorized Uses (as that term is defined below) and in the event that Licensee desires to expand its Authorized Use, it shall pay CHT an additional license fee pursuant to a mutually agreed to amendment to this Agreement or under a mutually agreed to separate License Agreement; and

WHEREAS, the parties intend for the Software License Agreement for ezSuite™ to supersede and replace the ezAudit/Notify Agreements.; and

WHEREAS, Licensee has agreed to be an early adopter of ezSuite and provide valuable feedback and input to CHT relating to the performance of the software during the DDI and production period of the MNsure project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS**

1.1 "Authorized Use" means use of the ezSuite™ software applications, by or on behalf of Licensee, in connection with MNsure,to facilitate and provide support for eligibility determinations for, enrollment in and, if applicable, payment of premiums for Qualified Health Plans, MAGI Medicaid programs, or Basic Health Plans on MNsure by individuals or by employers and employees through Small Employer Health Options Program. Subject to the limitations set forth in the immediately preceding sentence, Authorized Use also includes use in Licensee's test and development environments, as needed, during the MNsure Design, Development, and Implementation ("DDI") period. All other uses by Licensee of ezSuite functionality provided by the license herein granted are prohibited.

Authorized Use does not include the right to use ezSuite to support the State of Minnesota's non-MAGI Medicaid programs or other social services programs' eligibility and enrollment process. Authorized Use does not include the right to resell the ezSuite™ to any third party for any purpose, whether in object code form or otherwise, or to authorize others to do so. Authorized Use also does not include the right to modify, decompile, reverse engineer, reproduce, perform, display, or create derivative works from the ezSuite™, or to authorize others to do so, or the right to release or disclose the ezSuite™ to any third party, or to authorize others to do so unless mutually agreed upon by the parties.

1.2 "ezSuite™" is a suite of modules that facilitate rapid implementation of SOA (and MITA) based solutions and systems and consist of the following named independent and compatible modules: (i) ezAudit™; (ii) ezDoc™; (iii) ezNotify™; (iv) ezResolve™; and (v) ezState™. ezSuite™ delivers ready to use published services sets for each of the functional modules.

1.3 "ezAudit™" is an auditing system for SOA solutions and can intercept and audit transactions and events. ezAudit™ allows for interception, collection and auditing of transactions and events generated by systems, individuals, or services. ezAudit™ can work with most SOA frameworks and solutions and can integrate via web services, messages to ESB layer or application server layer.

1.4 "ezDoc"™ is a ready use module for implementing content management solution in a SOA environment, using standard content and document management systems. ezDoc™ provides an independent set of services to store, retrieve and manage documents regardless of underlying system. Integrates with ezAudit™ for automated audit trail and ezNotify™ for automated event notifications.

1.5 "ezNotify™" is a notification system for SOA solutions and can generate notifications to individuals and/or systems based on configurable preferences using a variety of delivery methods including email, SMS, SOAP, SMTP, message, queues and social networks.

1.6 "ezResolve" is an identity matching and resolution module for multiple identity systems and SOA environments that provides identity matching, identity hierarchy rules, and identity resolution workflows. Integrates with ezAudit™ for event capture; ezNotify™ for automated notification; and ezDoc™ for automated state storage.

1.7 "ezState™" is a comprehensive transaction state management module for SOA based systems which provides state management and tracking for long and short running transactions across various services frameworks, interfaces and service buses. ezState™ enables monitoring and mapping of expected transaction states to actual transaction states ezState™ identifies transaction state "black holes" based on age, expected sequence and triggers. Integrates with ezAudit™ for event capture; ezNotify™ for automated notification; and ezDoc™

1.8 "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.

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

1.10 "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.

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

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

1.13 "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.

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

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

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

2. COMPLETE AGREEMENT; SUPERCEDES PRIOR AGREEMENTS

2.1 This Agreement, together with Schedule A hereto, constitutes the entire understanding and agreement of the parties with respect to the license and use of the Software and supersedes all prior or contemporaneous agreements or understandings, oral or written, between the parties with respect hereto. **THIS AGREEMENT SUPERSEDES AND REPLACES THE SOFTWARE LICENSE AGREEMENTS FOR ezAUDIT™ AND ezNOTIFY™ DATED JULY 14, 2012 AND ANY ADDENDA THERETO.** This provision shall not apply to the License Agreement for BillSpan™ dated July 14, 2012 and the Addendum thereto which remain in full force and effect.

3. LICENSE GRANT

3.1 In consideration of the State's agreement to purchase a minimum of five years of Support Services at the applicable annual Support Services Fee and the State's agreement to provide valuable feedback and input to CHT as an early adopter of the ezSuite software, CHT grants to Licensee a non-exclusive, non-transferable (except as provided in this Agreement), non-sublicensable and perpetual (unless terminated as provided herein) license to make Authorized Use of the, CHT's ezSuite™ software applications ("Software"), subject to the terms, conditions and restrictions set forth herein.

3.2 Use of the Software shall be limited to the Authorized Use defined herein, 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. 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. Should Licensee require the use of the Software for any purpose other than as permitted herein, the parties agree to enter into a separate License Agreement and Licensee will be required to pay either the ezSuite License Fee and Annual Support Fees in effect as of the date of the separate License Agreement or the ezSuite fees referenced in this Agreement, plus an increase based on the most recently available percentage change in the Consumer Price Index-All Urban Consumers (1982-1984 = 100) for the intervening time period between execution of this Agreement and the separate License Agreement.

3.3 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.

3.4 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.

3.5 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.

4. SUPPORT SERVICES

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5. FEES, CHARGES, TAXES AND DELIVERY

5.1 Subject to the agreed upon payment process, Licensee shall pay to CHT the 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 - 5:00PM (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 shall be invoiced upon delivery of the Software. The total annual Support Fees shall be invoiced upon execution of this Agreement. 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.

5.2 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 unless Licensee selects a different Level of Support for which the annual Support Fees will be as set forth on Schedule A plus any increase based on the most recently available percentage change in the Consumer Price Index for All Urban Consumers (1982-1984 = 100). Licensee shall be required to purchase a minimum of five (5) years of Support Services.

5.3 All License Fee invoices shall be due and payable within thirty (30) days of receipt. All annual Support Fee invoices shall be due upon receipt of invoice. 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.

5.4 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.

5.5 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.

5.6 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.

6. PROFESSIONAL SERVICES

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

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

6.3 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.

7. CONFIDENTIALITY

7.1 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.

7.2 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.

7.3 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.

8. WARRANTY

8.1 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. .

8.2 If the Software does not perform in accordance with the warranty set forth in Section 8.1 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.

8.3 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.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

9.1 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.

9.2 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.

9.3 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 noninfringing 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.

9.4 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.

10. TERMINATION; EFFECTS OF TERMINATION

10.1 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.

10.2 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.

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

10.4 Sections 5 through 12 shall survive termination of this Agreement.

11. LIMITATION OF LIABILITY

11.1 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.

11.2 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.

11.3 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.

12. AFFIRMATIVE ACTION (WHEN APPLICABLE).

12.1 CHT certifies it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36 or, if appropriate, has certified that it is in compliance with federal affirmative action requirements. The Licensee intends to carry out its responsibility for requiring affirmative action by CHT.

12.2 **Covered Contracts and Contractors.** If the contract exceeds $100,000 and CHT employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then CHT must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363.A because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

12.3 **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires CHT to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by the certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

12.4 **Minn. R. 5000.3400-5000.3600.** (A) General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. §363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining CHT's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

12.5 **Disabled Workers.** CHT must comply with the following affirmative action requirements for disabled workers.

(1) CHT must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. CHT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) CHT agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of CHT's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) CHT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state CHT's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) CHT must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that CHT is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

12.6 **Consequences.** The consequences for CHT's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

12.7 **Certification.** CHT hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

13. **Employee Status.**

13.1 **E-Verify Certification (In accordance with Minn. Stat. § 16C.075).** For services valued in excess of $50,000, CHT certifies that as of the date of services performed on behalf of the Licensee, CHT and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the Licensee. CHT is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with CHT and made available to the Licensee upon request.

14. **Insurance Requirements.**

14.1 CHT, and/or their authorized distributor, manufacturer's representative, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the CHT, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the CHT or CHT's Subcontractor insurance will be filed with the State.

14.2 CHT, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. CHT, or their Subcontractor, shall maintain such insurance in force and effect throughout the term of the Contract. CHT, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota, hereinafter referred to as Owner.

14.3 All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CHT OR THEIR SUBCONTRACTOR: The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the CHT, or their Subcontractor, to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if CHT, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the CHT or their

Subcontractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized agent upon written request.

NOTICE TO INSURER: CHT's insurance company (ies), or their Subcontractor's insurance company(ies), waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

14.4 **Requirements for CHT or their Subcontractor.**

(A) CHT's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of CHT's, or their Subcontractor's, performance under this Contract.

(B) If CHT receives a cancellation notice from an insurance carrier affording coverage herein, CHT agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless CHT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

(C) CHT, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

(D) If CHT, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

(E) CHT, or their Subcontractor, shall obtain insurance policy(ies) from insurance company(ies) that either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

(F) CHT's, or their Subcontractor's, Umbrella or Excess Liability insurance policy may be used to supplement CHT's, or their Subcontractor's, policy limits to satisfy the full policy limits required by the Contract.

(G) POLICY REQUIREMENTS:

1. Workers' Compensation Insurance: Except as provided below, CHT, or their Subcontractor, must provide Workers' Compensation insurance for all their employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B - Employer's Liability
$100,000 Bodily Injury by Disease per Employee
$500,000 Bodily Injury by Disease Aggregate
$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts CHT, or their Subcontractor, from Workers' Compensation insurance or if CHT, or their Subcontractor, has no employees in the State of Minnesota, CHT, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes CHT, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract CHT, or their Subcontractor, becomes eligible for Workers' Compensation, CHT, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with CHT or as directed by the State.

2. Automobile Liability or Garage Liability Insurance:
CHT, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for CHT, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for CHT, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

A. Minimum Limits of Liability:

$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:
X Owned Automobile
X Non-owned Automobile
X Hired Automobile

Evidence of Subcontractor insurance shall be filed with CHT or as directed by the State.

3. General Liability or Garage Liability Insurance:
CHT, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.
General Liability insurance is required for CHT, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for CHT, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

A. Minimum Limits of Liability:
$2,000,000 - Per Occurrence
$2,000,000 - Annual Aggregate
$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages
X Premises and Operations Bodily Injury and Property Damage
X Personal & Advertising Injury
X Blanket Contractual
X Products and Completed Operations
X State of Minnesota named as an Additional Insured

4. Network Security and Privacy Liability Insurance (or equivalent)

CHT shall maintain insurance to cover claims which may arise from failure of CHT's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

CHT is required to carry the following minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

5. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the CHT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CHT's professional services required under the contract.

CHT is required to carry the following minimum limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of CHT and may not exceed $50,000 without the written approval of the State. If the CHT desires authority from the State to have a deductible in a higher amount, CHT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the CHT to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and CHT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CHT to fulfill this requirement.

15. GENERAL

15.1 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.

15.2 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.

15.3 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. Notwithstanding this limitation, Licensee may assign or otherwise transfer the license to another governmental entity, a quasi-governmental entity or a 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 at no additional cost. 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 Lack of Appropriation. Continuation of this Agreement is contingent upon continued availability of funds for the purpose of this Agreement. Licensee may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Services covered here. Licensee shall not be assessed any penalty if the Agreement is terminated based on this provision. Notwithstanding the foregoing, if the obligations constituting consideration for the grant of a license identified in section 3.1 of this Agreement have not been fulfilled by Licensee, CHT may, provided that mutually acceptable terms are agreed to by the Parties, permit Licensee to continue to use the Software for such uses as Licensee has been granted a license pursuant to the terms of section 3 of this Agreement.

15.12 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. 60599591

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

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Jennifer Anstien
Date: 4/25/13
~~CFMS Contract No. A-~~ ~~Object Code:~~ PO # 3153

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: _____

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

By: _____
(with delegated authority)
Title: CFO
Date: 4/25/13

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.

15.8 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.

15.9 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.

15.10 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.

15.11 Lack of Appropriation. Continuation of this Agreement is contingent upon continued availability of funds for the purpose of this Agreement. Licensee may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Services covered here. Licensee shall not be assessed any penalty if the Agreement is terminated based on this provision. Notwithstanding the foregoing, if the obligations constituting consideration for the grant of a license identified in section 3.1 of this Agreement have not been fulfilled by Licensee, CHT may, provided that mutually acceptable terms are agreed to by the Parties, permit Licensee to continue to use the Software for such uses as Licensee has been granted a license pursuant to the terms of section 3 of this Agreement.

15.12 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. 60599591

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

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS 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: _____

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

By: _____
(with delegated authority)
Title: _____

Date: _____

Title: PRADEEP GOEL, CEO

Date: 4/16/2013

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

SCHEDULE A

Licensee's Annual Support Fee shall be determined by the Level of Annual Support Licensee selects from the table below. CHT shall apply a one-time credit of $305,800 to the Annual Support Fee associated with the selected Annual Support Level. This credit shall be applied to the first years maintenance invoice.

Annual Support Fee Schedule

Support	License Agreement Date	Warranty Commencement Date	Standard Fee	One Time Credit	Fees Due Upon Execution
Annual/Recurring Support (Level 1)			$1,138,500	$305,800	$832,700
Annual/Recurring Support (Level 2)			$1,345,500	$305,800	$1,039,700
Annual/Recurring Support (Level 3)			$1,656,000	$305,800	$1,350,200

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF CHT AND IS NOT TO BE DISCLOSED OR DISTRIBUTED IN THE PUBLIC DOMAIN.