

THERAPYBOSS SOFTWARE

SUBSCRIPTION AGREEMENT

Effective September 9, 2011

This therapyBOSS Subscription Agreement ("Agreement") is a legal agreement entered into between you as an individual and/or a legal entity desiring to access the Software, as defined herein, and Pragma-IT LLC ("PRAGMA"). BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE, ON BEHALF OF YOURSELF AND ON BEHALF OF ANY ENTITY YOU REPRESENT, TO BE BOUND BY THE TERMS OF THIS AGREEMENT REGARDING THE SOFTWARE, USE THEREOF OR ACCESS THERETO. IF YOU DO NOT AGREE TO BE SUBJECT TO THE TERM OF THIS AGREEMENT, YOU MAY NOT ACCESS THE SOFTWARE.

1. SCOPE OF AGREEMENT

PRAGMA has developed and is the exclusive owner and licensor of the online electronic medical records and billing software known as the "therapyBOSS". This Software enables an Enrolled User to access and update information relating to therapy and other health care services provided to patients. PRAGMA agrees to provide Enrolled Users with access to the Software in accordance with the terms of this Agreement.

2. DEFINITIONS

Except as otherwise set forth in this Agreement, the following words shall have the meanings ascribed to them:

2.1 "CLIENT" means individual or a legal entity that provides health care services through itself or independent contractors. PRAGMA may authorize CLIENT's independent contractors or employees to access the Software provided that CLIENT (i) is in compliance with this Agreement at the time of such election; (ii) shall not create a service bureau for other websites or any third party that uses the Software in any manner; and (iii) ensures that all independent contractors or CLIENT employees comply with the terms of this Agreement.

2.2 "Enrolled User" means a legal entity or individual who has properly registered with PRAGMA prior to accessing the Software who may be a covered entity under HIPAA.

2.3 "therapyBOSS Product" means the system which includes the therapyBOSS website, the therapyBOSS mobile application, built-in utility applications such as the therapyBOSS Scan application, Documentation, proprietary extensions to other systems, confidential and proprietary information.

2.4 "Patient Data" means the data provided by CLIENT including patient information.

2.5 "Software" means the totality of computer programs, code, updates, screen layouts and designs, releases, procedures, rules or routines relating thereto in any form and on any medium whether provided in object code, source code or otherwise.

2.6 "Documentation" means the materials pertinent to the Software including instruction manuals, reports, and screen displays accessible by CLIENT pursuant to this Agreement.

3. TERM; NON-EXCLUSIVE

3.1 Term. This Agreement shall become effective for an Enrolled User when that user accesses the therapyBOSS Product and, unless terminated earlier in accordance herein, shall have an initial term of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive periods of one (1) year unless one party provides the other with written notice of its intention not to renew at least 30 days prior to the end of the then current Term. The initial term and any renewal term shall be collectively referred to as the "Term".

3.2 Non-exclusive. Nothing in this Agreement shall prohibit PRAGMA from providing the services described herein to any other entity.

4. SERVICE

4.1 Obligations of PRAGMA

4.1.1 Service Standards. PRAGMA shall use commercially reasonable efforts to:

(i) Maintain the PRAGMA facilities, hardware, Software, and other devices used in providing Enrolled Users with access to the Software.

Notwithstanding the foregoing, the Service shall not be available during periods including, but not limited to periods for performance of maintenance, testing, or any problem.

(ii) Provide Enrolled Users with access to the Software according to industry standards in a manner that protects information stored at PRAGMA. Enrolled User understands that PRAGMA uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Software.

(iii) Provide maintenance, upgrades and updates to the Software in accordance with PRAGMA's policies and procedures.

(iv) PRAGMA shall at all times comply with applicable laws, rules and regulations relating to its obligations under this Agreement.

4.1.2 Limitations. PRAGMA's obligations described above are subject to the following limitations:

(i) PRAGMA is not responsible for the security of data residing on the equipment at Enrolled User facilities or any equipment owned or operated by CLIENT or Enrolled User.

(ii) PRAGMA shall have no liability for any failure or delay in performing its obligations hereunder to the extent such failure or delay is caused by the act or omissions of CLIENT or Enrolled User; or it results from actions taken by PRAGMA using commercially reasonable efforts to avoid violating a law, rule or regulation of any governmental authority.

(iii) PRAGMA shall not be responsible for the quality or delivery of services provided by CLIENT or Enrolled User.

4.2 Obligations of Enrolled User

4.2.1 Authorizations. Enrolled User hereby grants to PRAGMA the following authorizations:

4.2.1.1 to process, update and store all provided data;

4.2.1.2 to take all actions necessary to enforce compliance with PRAGMA's policies and procedures and, in particular, to require compliance with HIPAA and other similar regulations; and

4.2.1.3 to solicit information regarding each Enrolled User.

4.2.2 Enrolled User's Identity. If registering an entity, Enrolled User must provide legal entity name, entity address and requested contact information. Enrolled User must provide full name, a valid email address, and any other information requested in order to complete the registration process.

4.2.3 Auto Registration. Account registration by automated methods is not permitted.

4.2.4 Account Security. Enrolled User is responsible for maintaining the security of account and password. PRAGMA will not be liable for any loss or damage from failure to comply with this security obligation.

4.2.5 Content Responsibility. Enrolled User is responsible for all Content posted.

4.2.6 Resolution of Technical Problems. Enrolled User agrees to provide reasonable assistance to PRAGMA in identifying, isolating and resolving any problems that may arise in connection with the therapyBOSS Product.

4.2.7 Compliance with Law. CLIENT shall at all times comply with applicable laws, rules and regulations relating to its obligations under this Agreement.

5. FEES FOR ENTITIES REGISTERING AS PROVIDERS IN THERAPYBOSS

Standard service fees are levied only upon entities and independent contractors registering as providers in therapyBOSS. This excludes clinicians registering in response to invitation to sign up with their inviting entity. The current fee schedule ("Fee Schedule") shall be set forth on the PRAGMA website which fee schedule is incorporated herein by reference. Enrolled User agrees to pay PRAGMA the fees when invoiced based upon the Fee Schedule then in effect at the time that the Enrolled User accesses the therapyBOSS Product. Any changes to the Fee Schedule shall be posted on the PRAGMA website which Enrolled User shall review as necessary. Changes shall also be emailed to Client at an email address provided by Client at least thirty (30) days prior to such change taking effect. Enrolled User shall pay by the due date on the invoice, set to 30 (thirty) days from the invoice date, through business or personal check.

6. SUBSCRIBER ACCESS

6.1 License Grant. Provided Enrolled User has not breached any term of this Agreement including payment obligations, PRAGMA hereby grants Enrolled User a non-exclusive, non-transferable right to access the Software during

the Term of this Agreement solely to provide the services to patients. This license excludes the ability of an Enrolled User to provide others with access to the Software through a website or any other medium or format.

Enrolled User may not assign, license or otherwise transfer any or all of its rights under this Agreement including any password or other access rights. Enrolled User will not copy, alter, adapt, modify or make derivative works of the Software nor permit others to do so.

PRAGMA shall have no responsibility or liability for failure of the Software to perform in accordance with this Agreement if such failure is caused by equipment, maintenance issues, third party software, or browser compatibility issues or where Enrolled User implements third party software not documented by PRAGMA as being supported as part of the Software. In the event PRAGMA modifies the Software or provides other corrections ("Corrections") result of performance issues, maintenance, platform changes or modifications to third-party Software, then such Corrections shall be provided by PRAGMA at its then-current time and material rates.

Enrolled User shall not, nor shall it permit others to, reverse engineer, decompile, modify or create derivative works from the Software. Enrolled User shall not generate any source code or object code listing from the Software. Any rights in derivative works created by Enrolled User will be deemed the property of and be owned by PRAGMA.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property Rights. All right, title and interest in and to the therapyBOSS Product shall remain exclusively with PRAGMA including any derivatives thereof, updates, releases or versions.

7.2 PRAGMA Access to Patient Data. PRAGMA will have the right to access patient data during the Term of this Agreement. Such access or modifications shall be subject to HIPAA requirements.

7.3 Limitations.

(a) Enrolled User shall not reproduce or distribute the Software and/or Documentation.

(b) Enrolled User shall not remove any proprietary, trademark or copyright markings or confidentiality legends within the Software or Documentation or any part thereof.

(c) The use by others of PRAGMA trademarks and service marks shall be subject to the PRAGMA usage guidelines then in effect as provided by PRAGMA.

8. WARRANTIES

THE PRAGMA SOFTWARE AND SERVICES ARE PROVIDED 'AS IS'. PRAGMA DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS ENROLLED USER MAY OBTAIN FROM USING THE THERAPYBOSS PRODUCT. PRAGMA DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL WORK WITH ALL BROWSERS. PRAGMA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Enrolled User warrants that any data entered using the Software complies with all HIPAA and other government requirements related to access and use of personal health information ("PHI").

9. PERSONAL HEALTH INFORMATION

PRAGMA acknowledges that CLIENT and Enrolled User, as a health care provider as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Subtitle F, Public Law 104-191, Section 261, et seq. and under the various privacy rules and laws governing health care providers, have certain obligations regarding privacy. If the HIPAA privacy rule is amended after the date of the Software release and if PRAGMA determines that the Software will not be able to implement the amendments during the applicable time period, PRAGMA will provide Enrolled User with written notice of such noncompliance as soon as practicable. PRAGMA shall

then use commercially reasonable efforts to bring the Software into compliance with any amendments to the Privacy Rule.

PRAGMA agrees, except as otherwise provided herein, only to use or disclose the PHI as necessary to provide the services described in this Agreement to the extent that any such use or disclosure of the PHI is consistent with Enrolled User's conduct of Treatment, Payment or Health Care Operations (as such terms are defined from time to time by the Privacy Rule) or a use or disclosure permitted by Section 512 of the Privacy Rule. Notwithstanding the foregoing, PRAGMA may use and disclose the PHI for: a) its proper management and administration; or b) to carry out its legal responsibilities.

Enrolled User hereby authorized PRAGMA to disclose the PHI obtained from Enrolled User to another Enrolled User provided such disclosure is in conjunction with providing medical services to a patient.

PRAGMA agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of PHI other than as provided for in this Section. PRAGMA agrees to report to Enrolled User any use or disclosure of the PHI not permitted under this Section of which PRAGMA becomes aware. Such report to be made within five (5) days of PRAGMA becoming aware of such use or disclosure.

Enrolled User agrees to (i) notify PRAGMA of material limitations to the consents or authorizations as have been obtained by Enrolled User from

Individuals, as defined under HIPAA, and any other restrictions on the use or disclosure of PHI as agreed to by Licensee; (ii) to notify PRAGMA of any restrictions on use and disclosure requested by an Individual, of any personal representative designations made by an Individual, and any alternative means or locations of communications requested by an Individual, provided that Licensee has agreed to accept and implement such requests.

10. DATA, PRIVACY AND SECURITY

10.1 Right to Audit. Client and its designated agents shall have the right to audit the records of PRAGMA solely related to PRAGMA's provision of services and related privacy and data security operation, not more than once annually upon providing reasonable written notice. Client may conduct the audit in accordance with an AICIPA SOC 2, Type 2 examination of HIPAA compliance and controls relating to Security, Availability, Processing, Integrity, Confidentiality and Privacy. PRAGMA will use commercially reasonable efforts to (i) cooperate in any and all audits, (ii) make available on a timely basis the information reasonably required to conduct the audit and (iii) assist the designated employees and agents of Client or its auditors as reasonably necessary.

10.2 Ownership of Data. All information, data and records (collectively "Data"), in any format, that is created, received, maintained, accessed or transmitted as a result of this Agreement, including but not limited to all Data which contains PHI shall be the Client's personal property, and Client

shall retain sole right and title to such Data. Notwithstanding anything to the contrary in this Agreement, Client shall at all times have a right of access to its Data. Client may exercise this right in a commercially reasonable manner and in accordance with the terms of this Agreement as applicable, and with due regard for allowance for logistical or technical steps which may be required to access the Data under certain circumstances. Notwithstanding anything to the contrary in this Agreement, PRAGMA shall not have the right to restrict Client's access to Data. Further, PRAGMA acknowledges that it may not use any Client Data, unless it is in cleansed and de-identified form, without the possibility to be linked back to Client or any specific individual, for the purpose of high-level aggregation with the intention of providing outcome patterns and analysis.

10.3 Hosting and Location of Data. PRAGMA shall use dedicated servers within a secure environment to host the Data through a contract with reputable SSAE 16 Type II certified or better host providers. Client's Data shall at all times be hosted in the United States.

10.4 Data Access on Insolvency. In the event that PRAGMA threatens to or ceases operations, executes an assignment for the benefit of creditors, takes the benefit of any legislation for insolvent persons, or is subject to receivership or bankruptcy proceedings, the Client shall on written request by the Client to PRAGMA be provided with a mutually accepted media format of the Client's data at no cost.

10.5 Security. PRAGMA has implemented reasonable security measures, systems, and procedures designed to: (i) protect the confidentiality, integrity, and accessibility of Client's Data and Confidential Information; (ii) prevent the unauthorized use of or access to Client's Confidential Information; and (iii) protect against anticipated threats or hazards to the security or integrity of Client's Confidential Information. PRAGMA shall not materially diminish the privacy and security protection afforded to Client in its privacy and security policies and procedures. In the event Client reasonably believes PRAGMA has breached the foregoing, Client shall have the right to provide notice to PRAGMA of a material breach of this Agreement and to pursue termination of the Agreement.

10.6 Business Associate Addendum. PRAGMA agrees to execute a Business Associate Addendum ("BAA") with Client upon request. The BAA is incorporated into and made part of this Agreement. PRAGMA agrees to comply with all applicable federal and state law regarding administrative, physical and technical safeguards and other organization requirements that PRAGMA agrees to maintain for all PHI.

(a) Except as otherwise provided in the BAA with respect to PHI, in the event Data subject to data privacy or data protection laws or regulations is compromised as a result of some form of intrusion or any action or omission that compromises either the security, confidentiality or integrity of Client Data ("Incident"), it is agreed by the parties that remediation efforts shall take priority over concerns regarding legal responsibilities arising out of the

Incident. The party best situated under the circumstances to most quickly ensure or restore compliance with applicable privacy rights, laws, regulations and standards shall take a role in the remediation effort. Actions taken in expediting remediation shall not constitute a waiver of any party's right to later seek reimbursement from the other party, pursuant to the terms of the Agreement, for damages, including but not limited to actual costs incurred in responding to and mitigating damages, and costs of notice and/or remediation.

11. INDEMNIFICATION

11.1 Indemnification. CLIENT and Enrolled Users shall indemnify, defend, and hold harmless PRAGMA, its affiliates, directors, officers, employees, agents, representatives and shareholders against all loss, damage or expense of any kind, including reasonable attorneys' fees and costs of litigation arising from claims of a third party, to the extent such claims arise in whole or part from:

(a) HIPAA violations by CLIENT or Enrolled User; or

(b) the negligence or willful misconduct of CLIENT or its employees or independent contractors including Enrolled Users.

11.2 PRAGMA Indemnification. PRAGMA shall indemnify, defend, and hold harmless CLIENT, its affiliates, Enrolled Users directors, officers, employees, agents, representatives and shareholders against all loss, damage or

expense of any kind, including reasonable attorneys' fees and costs of litigation arising from claims of a third party, to the extent such claims arise in whole or part from:

(a) HIPAA violations by PRAGMA;

(b) Intellectual property infringement of PRAGMA; or

(c) the negligence or willful misconduct of PRAGMA or its employees or independent contractors.

11.3 Procedure. The indemnified party shall promptly give notice of the claim and permit the indemnifying party to assume the defense of the claim. PRAGMA shall cooperate fully in defense of the claim, and the indemnifying party shall pay the indemnified party's reasonable costs and expenses as incurred. The indemnifying party shall not settle any claim or suit without the express written consent of the indemnified party if the settlement will require any affirmative obligations or monetary obligations of the indemnified party. Such consent shall not be unreasonably withheld.

11.4 EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION DAMAGES, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, UNDER ANY THEORY OR CAUSE OF

ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREIN, THE MAXIMUM AMOUNT OF DAMAGES TO BE PAID UNDER THIS AGREEMENT (REGARDLESS OF HOW CHARACTERIZED) BY EITHER PARTY SHALL NOT EXCEED THE AMOUNT RECEIVED BY PRAGMA FROM ENROLLED USER UNDER THIS AGREEMENT. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply.

12. TERMINATION

12.1 In addition to any other termination rights granted by this Agreement, either party may terminate this Agreement on thirty (30) days prior written notice for a material breach by the other party of any of its obligations hereunder, unless the breaching party has cured or has made significant progress to cure such breach within a reasonable time.

12.2 Either party may terminate this Agreement for convenience upon five (5) days prior written notice to the other party. Upon receipt of any and all payments due to PRAGMA, PRAGMA agrees to return to Enrolled User all data provided by Enrolled User. PRAGMA will provide termination assistance services as mutually agreed upon by both parties. Such services will be rendered on a time and materials basis.

12.3 PRAGMA, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Software for any reason at any time. PRAGMA reserves the right to refuse service to anyone for any reason at any time.

13. CONFIDENTIALITY

13.1 Obligations of PRAGMA. PRAGMA acknowledges that in providing the services specified hereunder that it may have access to confidential or proprietary information of Enrolled User including, but not limited to, PHI, and other data ("Enrolled User Confidential Information"). PRAGMA agrees to maintain such information as confidential or proprietary and to hold such information in confidence and agrees to use such information only to fulfill its obligations under this Agreement. PRAGMA shall secure all such data, records, reports and information and all other information regarding the business and operations of CLIENT obtained from CLIENT using at least the same degree of care it uses to protect its own confidential information of like kind but in no event less than a reasonable standard of care.

13.2 Obligations of CLIENT. CLIENT agrees that all information identified by PRAGMA or its affiliates as confidential or proprietary including without limitation, Software, passwords to access the Software, and Documentation, is confidential and shall be and shall remain the property of PRAGMA. Enrolled User shall secure all such information using at least the same degree of care it uses to protect other information of like kind but in no

event less that a reasonable standard of care. Enrolled User further agrees that it shall not use such information for any purpose other than to fulfill its obligations hereunder.

13.3 Use. All confidential information shall be held in confidence by the receiving party including all trade secrets, including Software and patient data, shall be held in confidence in perpetuity or until they are no longer trade secrets, whichever is earlier. The parties agree that confidential information shall be disclosed only to those persons within their respective organizations or consultants under contract to the party who have a need to know, and who have been advised of the obligations of confidentiality under this Agreement. Such consultants shall be bound by confidentiality requirements at least equivalent to those of the party's employees. The receiving party shall bear responsibility for any breach of this Subsection.

13.4 Limitations. The obligations relating to the receipt of Confidential Information shall not apply to any information which:

(a) is already public or becomes available to the public through no breach of this Agreement by the receiving party; or

(b) was in the receiving party's possession prior to receipt from the disclosing party; or

(c) is lawfully received independently from a third party who is free to disclose such information to the receiving party; or

(d) is independently developed by or on behalf of the receiving party; or

(e) is required to be disclosed by a governmental agency or a court having proper jurisdiction. If such a requirement is made, the party required to make such a disclosure shall give the other party reasonable notice to enable the other party to try to protect the confidentiality of the information.

13.5 Upon termination of this Agreement or upon earlier request by the disclosing party, the receiving party shall return or, at the option of the disclosing party, destroy all confidential information received under this Agreement and provide certification by an officer of party that such destruction has occurred.

14. NOTICE

All notices to be given hereunder shall be in writing and, unless otherwise provided, shall be deemed to have been given when delivered in person or when deposited in the U.S. Mail, postage prepaid, properly addressed, certified mail, return receipt requested, or deposited with a receipted private express delivery service, or upon receipt of confirmed delivery when sent by facsimile (with confirmation copy sent by the U.S. Postal Service) to PRAGMA at the address listed on PRAGMA website and to Enrolled User at the address

provided during the registration process, or to such other address as may be designated in writing by notice to the other party pursuant to this Section.

15. GENERAL PROVISIONS

15.1 Relationship Between Parties. Nothing contained in this Agreement shall be construed to constitute either party hereto as the joint venturer, partner, employee, agent or other representative of the other party hereto. Neither party shall make any representation which causes, or may cause, a third party to believe otherwise.

15.2 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Illinois, notwithstanding any conflicts of law principles.

15.3 Severability. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.

15.4 Modifications. Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by a duly authorized officer of each party.

15.5 Assignment. Neither party may assign this Agreement, any passwords providing access to the Software, or any rights or obligations hereunder,

without the prior written consent of the other party. This Agreement shall apply to and bind any permitted successors or assigns of the parties hereto.

15.6 Rights And Remedies; Waiver. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in addition to any other relief it may receive. If either party fails to perform any provision of this Agreement and the other party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.

15.7 Force Majeure. Neither party shall be responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts of God, acts or omissions of civil or military authority, fire, floods, riots or wars.

15.8 Marketing. With the written consent from CLIENT, PRAGMA may identify CLIENT in its press releases, advertising and marketing efforts as a user of the therapyBOSS Product.

15.9 Headings. Headings used throughout this Agreement are for reference purposes only and are not to be used to construe any term or condition hereof.

15.10 Survival. All terms survive termination of this agreement that by their nature survive for a party to assert its rights and receive the protections of this agreement.

15.11 Entire Agreement. This Agreement, including any attachments hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements between them pertaining to the subject matter hereof. No terms of any purchase order shall be applicable nor shall they have any effect.

15.12 Counterparts. This Agreement may be executed in any number of counterparts, and each of the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.