

Prodigy Care Services End User License Agreement (EULA)

This License Agreement (this "Agreement") is made effective upon successful login into the Prodigy IQ View portal by an authorized user and is between Prodigy Care Services, LLC, of 5900 Balcones Ave., Ste. 100, Austin, Texas 78731 and the party who is accessing the Authored Work.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Prodigy Care Services, LLC," and the party who is receiving the right to use the licensed property will be referred to as "Contracted Party."

The parties agree as follows:

1. GRANT OF LICENSE. Prodigy Care Services, LLC owns Prodigy IQ View (the "Authored Work"). In accordance with this Agreement, Prodigy Care Services, LLC grants Contracted Party an exclusive license to use the Authored Work. Prodigy Care Services, LLC retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

2. PAYMENT OF ROYALTY. As there are no access fees to use the Authored Work, the Contracted Party will not have an obligation to pay any royalty to Prodigy Care Services, LLC.

3. MODIFICATIONS. Contracted Party may not modify or change the Authored Work in any manner.

4. DEFAULTS. If Contracted Party fails to abide by the obligations of this Agreement, Prodigy Care Services, LLC shall have the option to cancel this Agreement and access to the Authored Work. Contracted Party shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of any time period stated in the notice of termination, and if there are no other defaults during such time period.

5. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Prodigy Care Services, LLC, whether or not owned or developed by Prodigy Care Services, LLC, which is not generally known other than by Prodigy Care Services, LLC, and which Contracted Party may obtain through any direct or indirect contact with Prodigy Care Services, LLC. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Prodigy Care Services, LLC concerning the business, technology and information of Prodigy Care Services, LLC and any third party with which Prodigy Care Services, LLC deals, including, without limitation, business records and plans, personal health information, personally identifiable information, HIPAA covered information, HI-TECH covered information, trade secrets, technical data, product ideas, contracts, financial information, pricing structure,

discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by Prodigy Care Services, LLC;
- information rightfully received by Contracted Party from a third party without a duty of confidentiality;
- information independently developed by Contracted Party;
- information disclosed by operation of law;
- information disclosed by Contracted Party with the prior written consent of Prodigy Care Services, LLC;
- any other information that both parties agree in writing is not confidential.

6. PROTECTION OF CONFIDENTIAL INFORMATION. Contracted Party understands and acknowledges that the Confidential Information has been developed, obtained or stored by Prodigy Care Services, LLC by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Prodigy Care Services, LLC which provides Prodigy Care Services, LLC with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by Contracted Party of any Confidential Information, Contracted Party agrees as follows:

A. No Disclosure. Contracted Party will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Prodigy Care Services, LLC.

B. No Copying/Modifying. Contracted Party will not copy or modify any Prodigy Care Services, LLC developed Confidential Information without the prior written consent of Prodigy Care Services, LLC.

C. Unauthorized Use. Contracted Party shall promptly advise Prodigy Care Services, LLC if Contracted Party becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. Contracted Party shall not disclose any Confidential Information to any employees of Contracted Party, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall agree to the non-disclosure through the act of accessing the Authored Work.

7. ARBITRATION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative

(ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and Contracted Party accepts the product "AS IS." In no event will Prodigy Care Services, LLC be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Authored Work.

9. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

10. TERMINATION. This Agreement will be terminated when the Contracted Party has accessing rights to the Authored Work removed by Prodigy Care Services, LLC and is no longer allowed by Prodigy Care Services, LLC to access the Authored Work.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties related to solely the End User License Agreement.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.