THIS LICENSE AGREEMENT (this **"Agreement"**) is a binding contract consisting of all terms and conditions set forth below and the Schedules (as defined below) hereto. DocTalk, LLC ("**DOCTALK**"), by its acceptance of this Agreement, agrees to license the software identified below (the **"Software"**) and **"You"** (defined below) agree to accept such license and pay the requisite price and fees therefore, all as further described below. Each of the foregoing entities shall be termed a **"Party"** or, collectively, the **"Parties"**. Installation, training, conversions, custom interfaces, customization, software support and maintenance, and any other services, if to be provided, are governed by one or more separate schedules entered into either concurrently with or following the execution and delivery of the license agreement and attached to this license agreement (such separate schedule(s) being hereinafter referred to as the **"Schedules"**).

SOFTWARE
Description: DocTalk 4.0

CLIENT NAME AND ADDRESS

FEES AND PAYMENTS
Software License Fee: ----- month per physician and ----- /month per nurse practitioner or physician assistant. The first payment is due and payable on the Effective Date and each subsequent installment is due and payable no later than the first business day of each calendar month. **By executing and entering into this Agreement, You agree to keep this price confidential and to refrain from discussing any information regarding pricing negotiations with any other party.**

BY SIGNING BELOW, EACH PARTY AGREES WITH ALL THE TERMS OF THIS AGREEMENT AND SPECIFICALLY ACKNOWLEDGES ITS CONSENT TO EACH AND EVERY SUCH TERM, AND BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND DELIVERED BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

DocTalk, LLC:

By: _____   By: _____
Signature of Authorized Representative   Signature of Authorized Representative

_____   _____
Print Name of Representative   Print Name of Representative

_____   _____
Print Title of Representative   Print Title of Representative

_____   _____
Date   "Effective Date"

1. **License.** The Software is intended to allow You to: (i) utilize wireless technology to communicate patient information between physicians and administration efficiently using a Pocket PC; (ii) capture hospital census and dialysis unit rounds charges; and (iii) perform patient sign out and allows follow up information to be shared for physician to physician communication. Subject to the other terms and conditions set forth herein, DOCTALK hereby grants You a non-exclusive, non-transferable, perpetual license to use the following items solely for Your internal business purposes at the practice set forth on the Cover Page: (a) the Software in object code format only; (b) all deliverables provided by DOCTALK under the Schedules; and (c) the operating manuals, training aids, and any and all other technical documents with respect to the Software and such deliverables (the "Documentation") made available to DOCTALK's customers generally, for the express limited purpose of operating the Software in accordance with this Agreement. Software bug fixes will be provided at no additional cost. Updates/enhancements to DOCTALK, when provided, may be assessed a fee. Additional training fees and incidental travel expenses may apply as well.

2. **License Restrictions**. You shall not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive any source code of the Software; (ii) alter or copy, or permit a third party to alter or copy, any part of the Software or Documentation, except You may make one back-up copy of the Software for Your internal purposes; (iii) use the Software to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, demonstrate, or allow access to the Software or the Documentation to any person except Your agents or employees, but then only to the extent necessary to operate the Software as licensed hereunder.

3. **Conditions of Use**. When using the Software, You shall: (i) provide, at Your sole cost and expense, all services, hardware, software, and other technology necessary to use the Software and You shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) be solely responsible for administering access privileges and maintaining the security of all user names, passwords, and other Confidential Information relating to Your use of the Software; (iii) use best efforts to promptly report to DOCTALK any errors or irregularities in connection with the Software and, if the Software fails to function in accordance with corresponding specifications, You shall provide: (a) copies of any and all programs, reports, data files, and other materials related to the Software and requested by DOCTALK; (b) support sufficient for DOCTALK to attempt to duplicate such failure; and (c) sufficient test time within which DOCTALK shall use commercially reasonable efforts to correct such failure; and (iv) perform Your obligations hereunder and ensure that Your use of the Application shall comply with any and all applicable laws, rules, and regulations,

including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time ("HIPAA"); and (v) assume full responsibility for all risk associated with Your use of the Software, including, but not limited to, any financial obligations arising with respect to third parties (including Your patients) resulting from Your use of the Software. In the event that the Software fails for any reason, then You may report such failure to DOCTALK in accordance with Call Tree attached hereto as Attachment 3. DOCTALK shall respond to Your report of such Software failure at such times set forth on Attachment 3, and if DocTalk fails to respond within such response times set forth on Attachment 3, then You shall be entitled to all remedies set forth hereunder.

4. **Term.** This Agreement is effective until terminated. This agreement can be terminated without cause provided that a sixty (60) day written notice is given to the other party. DOCTALK may terminate this Agreement if You breach any of the terms and conditions of this Agreement and such breach is not cured within thirty (30) days after Your receipt of written notice of such breach unless You breach Your obligation with respect to DOCTALK Confidential Information, in which case DOCTALK may terminate this Agreement immediately. You may terminate this Agreement if DOCTALK breaches any of the terms and conditions of this Agreement and such breach is not cured within thirty (30) days after DOCTALK's receipt of written notice of such breach. Upon termination of this Agreement for any reason, each Party shall immediately return all Confidential Information (including all copies thereof) to the other Party. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, damages, confidentiality, and DOCTALK's proprietary rights, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.

5. **Payment.** You agree to pay the fees described above and on any of the Schedules on or before the dates set forth above or in such Schedules, and to remit all other payments within thirty (30) days after the date of invoice. Any payments not made in full when due shall bear interest at a rate of the lesser of (a) 1½% per month on all amounts due but unpaid or (b) the maximum amount allowed by law. Unless You provide DOCTALK a valid tax exempt certificate in a form acceptable to DOCTALK, You shall pay all sales/use taxes, personal property taxes, gross receipts taxes, excise taxes, including value-added taxes and all other taxes (local, state, and federal) that may be imposed in connection with the Software or this Agreement, whether assessed to DOCTALK or You, excluding only any taxes on DOCTALK's net income. You also agree to pay all reasonable travel and out-of-pocket expenses incurred by DOCTALK in connection with performing its obligations pursuant to this Agreement. DOCTALK's obligations and Your rights under this Agreement are conditioned upon Your timely payment of the fees and other charges described in this Agreement. DOCTALK shall have the right in its sole discretion to immediately suspend Your use of the

DOCTALK, LLC LICENSE AGREEMENT
3003 NORTH CENTRAL AVENUE, SUITE 400 PAGE 2
PHOENIX, ARIZONA 85012

Software in the event that any invoice remains unpaid for more than thirty (30) days after the date such invoice became due and payable, but only after notice of the same is sent by DOCTALK to You by certified mail, return receipt requested. Such suspension may be made by means of disabling devices included as part of the Software. Provided that this Agreement remains in effect and that You are in compliance with all terms and conditions contained herein, DOCTALK will promptly restore Your access to and use of the Software upon payment. [The price will be reviewed annually. Any price increase will not exceed 5% annually.

6. **Limited Warranties and Disclaimers**.

6.1. **Software Warranty**. DOCTALK warrants that the Software, as delivered to You, will function as described in the then-current specifications for the Software when used on the recommended operating system and equipment configuration for a period of one hundred eighty (180) days following the date DOCTALK installs the Software. You must report in writing any breach of this warranty during the warranty period, and Your exclusive remedy and DOCTALK's sole responsibility for breach of this warranty shall be DOCTALK's use of commercially reasonable efforts to correct such defect or to replace the Software within a reasonable period of time, or, if DOCTALK is unable to so repair or replace the Software, DOCTALK shall refund to You all amounts paid by You to DOCTALK, as set forth in Section 7 hereof. DOCTALK further warrants that the Software is and at all times shall remain compliant with any and all applicable laws, rules, and regulations, including, but not limited to, HIPAA. DOCTALK further warrants to You that it has used, and will in the future use, commercially reasonable efforts in storing the Software.

6.2. **Services Warranty**. DOCTALK warrants for a period of thirty (30) days from the performance of any services provided by DOCTALK pursuant to the Schedules that such services shall be performed in a manner consistent with generally accepted industry standards. You must report in writing any breach of this warranty during the warranty period, and Your exclusive remedy and DOCTALK's sole responsibility for breach of this warranty shall be the reperformance of the services, or if DOCTALK is unable to perform the services as warranted, You shall be entitled to recover the fees paid for the nonconforming services.

6.3. **Disclaimers**. DOCTALK does not warrant that (i) the Software will meet Your requirements, (ii) the Software will operate in combinations with other hardware, software, systems or data not provided by Vendor (except as expressly specified in writing by Vendor in the Documentation) which You may select for use, (iii) the operation of the Software will be uninterrupted or error-free, or (iv) all Software errors can be corrected; provided, however, that if Customer is current on Professional Services fees, Vendor shall be obligated to provide Maintenance Services. DOCTALK shall have no responsibility for, and this warranty shall be voided in the event of: (a) errors or defects caused by Your neglect, misuse, or damage to the Software; (b) support of the Software by any third party; (c) any third party technology that accesses the Software; or (d) any loss of data or use of the Software as a result of any breach of security of the technology used by You in connection with the Software. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DOCTALK MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. **Limitation of Liability**. You understand and acknowledge that the Software involves the use of sophisticated computer applications performing sophisticated operations in order to assist You in the practice of medicine, but the Software is not a substitute for competent human intervention and discretionary thinking. You shall be solely responsible for the accuracy and adequacy of information and data furnished for processing and any use made by You or Your employees of the output of the Software or any reliance thereon. REGARDLESS OF WHETHER THIS AGREEMENT OR ANY REMEDY HEREUNDER MAY BE CONSIDERED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL DOCTALK'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU TO DOCTALK: (A) FOR THE SOFTWARE, THE SOFTWARE LICENSE FEE; (B) FOR THE SOFTWARE SUPPORT AND MAINTENANCE SERVICES, ALL SUPPORT FEES PAID BY YOU TO DOCTALK; AND (C) FOR THE PROFESSIONAL SERVICES. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCE SHALL DOCTALK HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR COSTS, INCLUDING, BUT NOT LIMITED TO: LOSS OF REVENUE, PROFITS, SERVICES, DATA OR EQUIPMENT; INTERRUPTION OF BUSINESS; COST OF SUBSTITUTE GOODS OR SERVICES; COMPUTER MALFUNCTION, VIRUSES, OR OTHER DIGITAL HAZARD; UNAVAILABILITY OR INACCURACY OF ANY DATA IN THE SOFTWARE; ANY ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON THE SOFTWARE; MEDICAL MALPRACTICE CLAIMS; AND ANY AND ALL OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF DOCTALK, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT, REGARDLESS OF WHETHER DOCTALK HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. YOU UNDERSTAND THAT THE FEES CHARGED BY DOCTALK IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTIES, THE EXCLUSIVE LIMITED REMEDIES FOR BREACH OF THOSE LIMITED WARRANTIES, AND THE LIMITATIONS ON LIABILITY AND DAMAGES THAT ARE SET FORTH IN THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACCEPT THESE TERMS AND AFFIRM THAT YOU UNDERSTAND THAT TO CHANGE

THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

8. **Indemnification**.

8.1. **DOCTALK's Indemnity**. If a third party asserts a claim against You that the Software or Documentation infringes a United States patent, or copyright (in each case existing on the date of this Agreement), DOCTALK shall defend such claim at its sole expense and shall pay any costs or damages that may be finally awarded against You. If the Software or Documentation is, or in DOCTALK's opinion is likely to be, held to constitute an infringement, DOCTALK shall at its sole expense and option either: (i) procure for You the right to continue using the Software or Documentation free of any liability for infringement or violation; (ii) replace or modify the Software or Documentation with non-infringing Software; or (iii) upon Your return of the infringing Software or Documentation, provide You a refund of the amount You paid to DOCTALK for the infringing item(s). THIS PARAGRAPH STATES THE ENTIRE OBLIGATIONS OF DOCTALK FOR INTELLECTUAL PROPERTY RIGHTS.

8.2. **Your Indemnity.** You shall indemnify, defend, and hold harmless DOCTALK, its parent company and each of their officers, directors, employees, agents, successors, and assigns ("**DOCTALK Indemnitees**") for, from, and against any claim or action brought against DOCTALK by or on behalf of any of Your patients or by or on behalf of any other person or third party if such claim or action arises based on: (i) any error, defect, or inaccuracy in the Software or the Practice Data caused by You; (ii) Your misuse or modification of the Software or Documentation; (iii) Your failure to use updates or corrections made available by DOCTALK; or (iii) the infringement by the Software of any proprietary or intellectual property rights of a third party resulting from Your design, ideas, specifications, or alteration of the Software.

8.3. **Notice.** The indemnification obligations herein are contingent on the indemnitee providing to the indemnitor: (i) prompt written notice of existence of any claim; (ii) full cooperation in the settlement or defense of such claim; (iii) all information within indemnitee's control necessary for the indemnifying party to conduct a defense; and (iv) sole control of the defense or settlement negotiations. The indemnitee may participate in the defense or settlement at its own expense.

9. **Confidentiality.** The Parties hereby acknowledge that their personnel may access information that the other Party deems to be confidential or proprietary and that has commercial value. As used herein, "**Confidential Information**" means: (a) any and all proprietary or confidential business information or data related to the disclosing Party, or such Party's operations, employees, services, patients, or customers, that does not constitute a Trade Secret (as defined below), including any such information of which the receiving Party becomes aware as a result of its performance under this Agreement, and (b) Trade Secrets, whether in oral, written, or electronic form. With respect to DOCTALK, the DOCTALK Confidential Information shall include the Software and the Documentation, and any source code, object code, data structures, methods, algorithms,

flowcharts, and other materials related to the Software. As used herein, "**Trade Secrets**" means information related to the business of the disclosing Party that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons reasonable efforts to maintain as secret. Each Party shall only disclose the Confidential Information to its employees or agents that have a need to know and a legal duty to protect the Confidential Information, and shall use at least a reasonable standard of care to prevent disclosure of the other Party's Confidential Information. Without limiting the foregoing, You shall not disclose DOCTALK's Confidential Information to any known competitor of DOCTALK without DOCTALK's prior written consent. Except as provided by this Agreement, neither Party shall: (a) use the other Party's Confidential Information; (b) acquire any right in or assert any lien against the other Party's Confidential Information; or (c) refuse to promptly return, provide a copy of, or destroy the other Party's Confidential Information upon request of the other Party. The receiving Party shall immediately notify the disclosing Party upon gaining knowledge of any disclosure, loss, or use of the disclosing Party's Confidential Information in violation of this Agreement. The limitations within this paragraph shall not apply to any information that: (i) was in the public domain at the time of disclosure or became a part of the public domain after disclosure through no fault of the disclosing Party; (ii) was independently developed by the receiving Party; (iii) was provided to the receiving Party by a third Party who had a lawful right to such information without a breach of duty owed to the disclosing Party; or (iv) is required to be disclosed by judicial or administrative process or by law or regulation, provided that the Party so required to disclose the Confidential Information shall notify the other Party and shall provide reasonably necessary information to enable the other Party to take action to protect such Party's interests. The covenants of confidentiality set forth herein shall survive the termination of this Agreement. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

10. **Ownership**. DOCTALK retains all right, title, and interest in and to the Software, the Documentation, and any and all services performed in connection therewith, and any other content, products, documentation, software, materials, or other technology related to the Software including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights in any of the foregoing (the "**DOCTALK Property**"). DOCTALK grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the DOCTALK Property or any modifications, enhancements, or derivative works thereof. You shall not interfere with or otherwise challenge DOCTALK's rights in the DOCTALK Property, or remove or

alter, or cause or allow to be removed or altered, any notice, symbol, or legend of any trademark, copyright notice, or other proprietary rights appearing in or on any of the DOCTALK Property. You hereby assign to DOCTALK all rights You may have in any and all suggestions, concepts, improvements, or other enhancements communicated by You to DOCTALK that are incorporated into the Software. You shall keep the Software and the Documentation free and clear from any claims, liens, or encumbrances. It is further agreed that all records, data, patient information and other related information, including but not limited to Your Confidential Information, that You may convey or disclose to DOCTALK during the Term of this Agreement is and shall at all times remain Your sole and exclusive property.

11. **Access to Books and Records.** For a period of four (4) years after DOCTALK furnishes its services hereunder, DOCTALK shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General or their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of DOCTALK necessary to verify the nature and extent of the costs incurred by You hereunder to the full extent required by the Health Care Financing Administration implementing Section 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(I), or by any other applicable federal or state authority.

12. **Dispute Resolution.** The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy (a "Dispute") relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the Dispute and the relief requested. The receiving party will respond in writing within seven (7) calendar days with a statement of its position on, and recommended solution to, the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet at an agreed time and place within fourteen (14) calendar days of the date of the initial notice to attempt to resolve the Dispute. If the dispute cannot be settled through direct discussions, the parties agree to submit such dispute to binding, confidential arbitration administered by the American Arbitration Association in Phoenix, AZ in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this paragraph shall not apply to disputes relating to a failure to make a payment or to perform in accordance with the Confidentiality provisions.

13. **Compliance with Laws.** Without limiting any other provision of this Agreement, each Party shall be solely responsible for its own compliance with all applicable laws and regulations (whether federal, state, or local), but in no event shall a Party be responsible for such compliance by the other Party. Each Party agrees that it bears sole responsibility for determining whether or to what extent it is subject to the provisions of HIPAA and all regulations promulgated pursuant to authority granted therein, and for achieving compliance therewith. In the event You request that DOCTALK make any changes to the Software or DOCTALK procedures in order to comply with HIPAA, You agree to pay DOCTALK's then-current charges for any and all such changes made by DOCTALK.

14. **Miscellaneous.** Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement constitutes the entire, final, and exclusive Agreement between the Parties and supersedes any and all other prior or contemporaneous oral or written representations or agreements between the Parties relating to the subject matter hereof. No amendments or modifications of this Agreement may be made except in a writing signed by both Parties. This Agreement is severable, and if any term or provision hereof is determined to be invalid or unenforceable, such determination shall not in any way affect the validity or enforceability of the remaining provisions hereof and any such term or provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable. DOCTALK may assign its rights and delegate its duties and obligations hereunder upon written notice to You. You may not assign any of Your rights nor delegate any of Your duties or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of DOCTALK. Any notice hereunder shall be deemed to have been duly given only if submitted in writing and delivered by (i) certified U.S. mail, return receipt requested, (ii) facsimile, or (iii) reputable overnight courier service, to the address of the receiving Party as set forth herein or such other address as such Party may indicate. Notices shall be deemed delivered when received by the Party being notified. The failure by any Party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right. Neither Party shall be liable for any default in its obligations under this Agreement due to natural disasters, acts of God, riots, war, terrorism, epidemics, labor disputes, governmental restrictions, mechanical or electrical breakdown, interruption of utility services, shortages or delays in obtaining suitable materials, transportation difficulties, acts of subcontractors, or any other acts which are beyond either Party's reasonable control. The Parties agree that each is performing its obligations hereunder as an independent contractor, and no joint venture, partnership, employment, or other relationship is being created by this Agreement. Neither Party has any express or implied right, power, or authority to enter into any agreement or any commitment on behalf of the other. You agree that the Software will not be shipped , transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. Upon 30 days written notice, DOCTALK may audit your use of the programs. You agree to cooperate with DOCTALK's audit and provide reasonable assistance and access to information, but in no event shall such audit interrupt Your normal business operations. This Agreement shall be construed pursuant to the laws of the State of Arizona, without respect to its conflicts of laws principles, and any action or proceeding related to this Agreement shall be brought only in the federal and state courts located in Maricopa County, Arizona.

15. **Treatment of License in Bankruptcy.** In the event of DOCTALK's bankruptcy under The Intellectual Property Bankruptcy Protection Act, codified as subsection (n) of Section 365 of the United States Bankruptcy Act, as such act is set forth in Title 11, United States Code, as amended from time to time ("Bankruptcy Act"), and an attendant rejection of this Agreement or any license granted herein pursuant to Section 365 thereof, the parties intend that the provisions of the Bankruptcy Act shall apply. The parties acknowledge that the Software delivered to You by DOCTALK under this Agreement shall be deemed to be embodiments of intellectual property, and as such, You shall be entitled to retain possession of the Software. Pursuant to

subsection (1)(B) of the Bankruptcy Act, You hereby elect to retain all of Your rights under this Agreement.

16. **Counterparts.** This License Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document. This License Agreement may be executed by facsimile or electronic signature which shall be deemed an original.

Professional Services
Schedule To License Agreement

THIS PROFESSIONAL SERVICES SCHEDULE consists of all terms and conditions set forth below and is ancillary to, and forms a part of, that certain License Agreement (this "Agreement") between DName ("You") and DocTalk, LLC ("DOCTALK") made on this date or an earlier date. All capitalized terms herein that are not defined herein have the same meaning herein as in such Agreement. In the event that any of the provisions hereof conflict with any of the provisions of such Agreement, the provisions of this Schedule shall control. Except as otherwise provided herein, the provisions of such Agreement remain in full force and effect and apply hereto. DOCTALK agrees to provide professional services in connection with the Software and You agree to accept such professional services and to pay the requisite price and fees therefore, all as further described below. This Schedule does not cover ongoing support and maintenance of the Software or customization beyond that which is provided herein.

SERVICES
Description: Implementation Services for Doctalk 4.0
Date on which DOCTALK will commence performing the Professional Services:_____
A milestone description is provided in Attachment 1 to this Professional Services Schedule.

FEES AND PAYMENTS
DOCTALK will provide the implementation services described in this Schedule at a charge of -----

BY SIGNING BELOW, EACH PARTY AGREES WITH ALL THE TERMS OF THIS SCHEDULE AND SPECIFICALLY ACKNOWLEDGES ITS CONSENT TO EACH AND EVERY SUCH TERM, AND BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND DELIVERED BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE SERVICES DATE.

DOCTALK, LLC:

By: _____ By: _____

Signature of Authorized Representative   Signature of Authorized Representative

Print Name of Representative   Print Name of Representative

Print Title of Representative   Print Title of Representative

Date   "Services Date"

TERMS AND CONDITIONS

Scope. DOCTALK shall make available to You the Professional Services described in Attachment 1 to this Schedule, Professional Services, and shall perform those tasks assigned to DOCTALK in Attachment 1 to this Schedule, for the Professional Services Fee described above. DOCTALK's obligation to perform its obligations under this Schedule is subject to Your performance of all Your obligations under this Agreement. DOCTALK has the right to designate among its personnel those who are to perform the Professional Services. To the extent deemed necessary by DOCTALK, in order to assist DOCTALK in performing the Professional Services, You shall provide suitable equipment, information, and site and system access and facilities. DOCTALK will abide by all of Your security procedures related to DOCTALK's remote access of Your system; provided however, that to the extent DOCTALK's compliance with Your security procedures impairs DOCTALK's ability to perform the Professional Services, DOCTALK shall have no liability therefore. If You desire professional services by DOCTALK in addition to the Professional Services, You shall deliver a written request therefore, and if DOCTALK accepts such offer in writing, such additional services shall be governed hereby and shall be considered Professional Services. For additional professional services agreed to in writing as set forth in the preceding sentence that are comprised of modifications to the Software and custom reports, DOCTALK will provide such services at the rate of $145 per hour.

Your Responsibilities. You shall be responsible for performing all of the tasks assigned to You hereunder or under Attachment 1 hereof, including, but not limited to, designating a responsible party, for whom You are responsible, to be the System Administrator; and assigning competent personnel to perform all of Your other obligations. The System Administrator will be responsible for the day-to-day operation and maintenance of the software covered by the Agreement, in addition to such other responsibilities as You may assign. In the event that the performance of DOCTALK's obligations hereunder are adversely affected by Your failure to complete any of Your obligations hereunder, in addition to such other remedies as may be available to DOCTALK, DOCTALK may revise the Project Implementation Plan and You shall be responsible for any additional expenses, including lost labor, incurred by DOCTALK. If either party terminates this Professional Services Schedule, You shall pay DOCTALK for all reimbursable costs incurred by DOCTALK to the extent that DOCTALK is unable to cancel an order or a visit, as the case may be, or obtain a refund therefore.

Your Obligations: Training. During the two (-) day period that DOCTALK personnel are at Your site performing installation services described in the Professional Services Schedule, at least two (1) of Your employees shall attend the systems administrator training provided by DOCTALK, and You agree that at least two (1) of Your employees will be fully trained with respect to DOCTALK's systems administration training at all times during the term of the Support Services. DOCTALK will provide additional training for Software updates at times and locations agreed to by the parties at the rate of $145 per hour per DOCTALK consultant ($925 per 8 hour day). To assist DOCTALK in performing the Support Services, You shall ensure that DOCTALK has remote access to Your system, to the extent necessary for DOCTALK to resolve problems with the use of the Software. DOCTALK will abide by all of Your security procedures related to DOCTALK's remote access of Your system; provided, however, that to the extent DOCTALK's compliance with Your security procedures impairs DOCTALK's ability to perform the Support Services, DOCTALK shall have no liability therefore. You will ensure that only Your employees that have completed DOCTALK's systems administration training will contact DOCTALK in connection with any Support Services.

Term. This Professional Services Schedule is effective as of the Services Date set forth on the Cover Page to this Schedule and shall continue thereafter until the Professional Services have been performed, or until earlier terminated as provided in the License Agreement. Subject to the Dispute Resolution provisions of this Agreement, either party may terminate this Schedule if the other party breaches any of the terms and conditions of this Agreement, including the Schedules, and such breach is not cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party, unless either: (a) the breach is a breach of Your obligations in the License Agreement with respect to the Confidential Information, in which case DOCTALK has the right, at DOCTALK's sole discretion, to terminate this Agreement immediately; or (b) the breach is a breach of Your obligations with respect to payment, in which case DOCTALK has the right, at DOCTALK's sole discretion, to terminate this Agreement upon thirty (30) days written notice and opportunity to cure. Upon termination of this Agreement for any reason, You shall immediately return any DOCTALK Confidential Information (including all copies thereof) to DOCTALK, and DOCTALK shall immediately return any of Your Confidential Information (including all copies thereof) to You. All provisions of the Agreement relating to disclaimers of warranties, limitation of liability, remedies, damages, confidentiality, and DOCTALK's proprietary rights shall survive any termination of this Schedule.

DOCTALK, LLC
3003 NORTH CENTRAL AVENUE, SUITE 400
PHOENIX, ARIZONA 85012
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LICENSE AGREEMENT
PAGE 2

Miscellaneous. Each party acknowledges that it has read this Schedule, understands its provisions, that this Schedule forms a part of a License Agreement between You and DOCTALK, and each party agrees to be bound by the terms of such License Agreement. You hereby authorize DOCTALK to attach this Schedule to the License Agreement. No amendments or modifications of this Schedule may be made except in a writing signed by both parties.

Compliance. Under this Agreement, DOCTALK employees and agents may be required to view Your patient records in connection with their performance of the Professional Services. Except as otherwise directed by law, DOCTALK will not transfer, replicate, or disclose any of Your patient records and information.

PROFESSIONAL SERVICES

The Services performed pursuant to the Professional Services Schedule between You and DOCTALK will be performed in a series of phases.

Milestone 1: Completion of Installation

The actual loading, configuration, and verification of the Software on Your hardware is completed. The implementation manager responsible for loading the Software will contact Your information services representative during or immediately after the completion of the Software load to request written verification (e-mail is acceptable) that the Software load has occurred, the load included all of the Software licensed by You under the Agreement, and functional testing was successfully completed.

Milestone 2: Training

You will have Your designated representatives attend training classes offered by DOCTALK during the five day period that DOCTALK is on site performing installation services. DOCTALK will provide additional training at times and locations agreed to by the parties at the rate of $925 per day per DOCTALK consultant.

End of Agreement

DOCTALK, LLC
3003 NORTH CENTRAL AVENUE, SUITE 400
PHOENIX, ARIZONA 85012

LICENSE AGREEMENT
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PROFESSIONAL SERVICES SCHEDULE