

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amazing Charts LLC		09/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CARETRACKER, INC.		
Street Address:	235 Promenade Street		
Internal Address:	Suite 600		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02908		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3793120	AMAZINGCHARTS	
Registration Number:	3787484	GUARDIAN ANGEL SUPPORT	
Registration Number:	4203813	MEANINGFUL USE WIZARD	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7166261564		
Email:	esimpson@idealawyers.com		
Correspondent Name:	Ellen S. Simpson		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		
ATTORNEY DOCKET NUMBER:	NHCA103US		
NAME OF SUBMITTER:	Ellen S. Simpson		
SIGNATURE:	/Ellen S. Simpson/		
DATE SIGNED:	05/21/2019		
Total Attachments: 53			
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ASSET PURCHASE AGREEMENT

among

**AMAZING CHARTS, LLC,
as Seller**

**DBC PRI-MED, LLC,
as Seller Guarantor**

and

**CARETRACKER, INC.,
as Buyer**

and

**N. HARRIS COMPUTER CORPORATION
as Buyer Guarantor**

Dated as of September 5, 2017

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of September 5, 2017 (this “Agreement”), among CARETRACKER, INC., a Delaware corporation (“Buyer”), AMAZING CHARTS, LLC, a Delaware limited liability company (“Seller”), DBC PRI-MED, LLC, a Delaware limited liability company (“Seller Guarantor”), and N. HARRIS COMPUTER CORPORATION, an Ontario corporation (“Buyer Guarantor”).

WITNESSETH:

WHEREAS, Seller desires to sell or cause to be sold to Buyer the Assets, and Buyer desires to purchase the Assets and assume the Assumed Liabilities, on the terms and subject to the conditions set forth herein.

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

1. **Definitions.**

Section 1.01 Certain Defined Terms. As used in this Agreement (including the Schedules hereto), the following definitions shall apply:

“Accounting Firm” means (a) an independent certified public accounting firm in the United States of national recognition mutually acceptable to Seller and Buyer or (b) if Seller and Buyer are unable to agree upon such a firm, then the regular independent auditors for Seller and Buyer shall mutually agree upon a third independent certified public accounting firm, in which event, “Accounting Firm” shall mean such third firm.

“Action” shall mean any action, claim, suit, litigation, proceeding, labor dispute, arbitral action, governmental audit, inquiry, criminal prosecution, investigation, remediation or unfair labor practice charge or complaint.

“Adjustment Release Date” means the first Business Day occurring 180 days after the Closing Date unless a Notice of Disagreement is received by Buyer in accordance with Section 3.02(b), in which case the Adjustment Release Date shall be the next Business Day occurring after the resolution by the parties of the matters contained in the Notice of Disagreement.

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the party specified.

“After-Tax Basis” means that, in determining the amount of the payment necessary to indemnify any party against, or reimburse any party for, Losses, the amount of such Losses shall be determined net of any Tax benefit derived by the indemnified party in the taxable year of the related indemnification payment or earlier as the result of sustaining such Losses and the amount of such payment shall be increased to take into account any net Tax cost incurred by the recipient thereof in the taxable year of the receipt or accrual of the payment as a result of the receipt or accrual of the payment.

“Assets” has the meaning set out in Section 2.02.

“Assignment and Assumption Agreement” means that certain Bill of Sale and Assignment and Assumption Agreement, dated as of the Closing Date, between Seller and Buyer, in the form attached hereto as Exhibit A.

“Business” means Seller’s core, non-cloud based, business of providing electronic health records software, practice management software and related services to healthcare practices as conducted by Seller as of the date hereof and during the 24 month prior to the date hereof. For the avoidance of doubt, this definition of “Business” shall not include any Excluded Business.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed (or actually closed) in the City of Portland, Maine.

“Closing Working Capital” means the book value of the Current Assets less the book value of the Current Liabilities as of the Closing Date, determined in accordance with the methodology set out in Schedule 3.02 and otherwise in accordance with GAAP.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collected Accounts Receivable” means the accounts receivable of Seller relating to the Business as of the Closing Date to the extent assigned or transferred to Buyer, which are collected by Buyer during the period starting on the Closing Date and ending three Business Days prior to the Adjustment Release Date.

“Consequential Loss” means indirect economic loss, loss or damages resulting from wasted management time, damage to goodwill or business reputation, loss of opportunity or any punitive loss or damage.

“Current Assets” means Collected Accounts Receivable, inventory, unbilled work-in process and prepaid expenses of Seller, in each case to the extent assigned or transferred to Buyer, but excluding any deferred tax assets and other intangible assets such as goodwill and capitalized software development costs.

“Current Liabilities” means accounts payable, advanced billings/deferred revenue, sales tax payable, employee related payables (e.g. vacation, payroll taxes) and accrued expenses of Seller relating to the Business, but excluding all amounts owing to financial institutions and shareholders, third party personal loans to Seller and all items that are not related to the Business.

“Data Room” means the electronic documentation site of Seller as of three Business Days prior to the Closing Date, containing the disclosure documents set forth in the index included on Section 1.01(a) of the Schedules.

“Employee Plan” means any “employee benefit plan” (as defined in Section 3(3) of ERISA (including any “multiemployer plan” as defined in Section 3(37) of ERISA)), or any other plan, policy, program, agreement or arrangement (whether written or oral, whether or not subject to ERISA, whether formal or informal) providing for present or future compensation,

bonuses, profit-sharing, stock purchase, stock option or other stock related rights or other forms of incentive or deferred compensation, change-in-control, retention or salary continuation benefits, vacation benefits, insurance (including any self-insured arrangements), health or medical benefits, Code Section 125 “cafeteria” or “flexible” benefits, employee loan, educational assistance or material fringe benefits, employee assistance, disability or sick leave benefits, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including any compensation, pension, health, medical or life insurance benefits) or any other material benefit of any kind to any Business Employee (or any dependent or beneficiary thereof), in each case (i) maintained or contributed to by Seller or any of its Affiliates or (ii) in which Seller or any of its Affiliates participate or participated or (iii) with respect to which Seller or any of its Affiliates have any Liability.

“Environmental, Health and Safety Requirements” means all Laws relating to worker health and safety, pollution, or protection of the environment, including Laws relating to emissions, discharges, releases, threatened releases, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of, or exposure to, any Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any Person which is (or at any relevant time was) a member of a “controlled group of corporations” within the meaning of Section 414(b) of the Code, a member of a group of trades or businesses which is under “common control” within the meaning of Sections 414(c), (m) or (o) of the Code.

“Estimated Purchase Price” means [REDACTED]

“Estimated Working Capital” means [REDACTED].

“Excluded Business” means any business (other than the Business) currently, historically or hereafter conducted by Seller or any of its Affiliates and/or their respective licensees. [REDACTED]

[REDACTED]

“Final Purchase Price” means an aggregate amount equal to the Estimated Purchase Price plus the Excess, if any, or minus the absolute value of the Shortfall, if any.

“GAAP” means United States generally accepted accounting principles as in effect on the date of the Reference Balance Sheet, consistently applied.

“Governmental Authority” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Hazardous Materials” means any pollutant, contaminant, material, substance or waste that is regulated by, or which could give rise to liability under, Environmental, Health and Safety Requirements because, at least in part, of its toxic, hazardous or dangerous properties or characteristics.

“Holdback Amount” means [REDACTED] [REDACTED] which amount shall be held back by Buyer at the Closing and paid to Seller as set out in Section 3.01(c) and Section 6.06(n).

“Holdback Release Date” means the first Business Day occurring 365 days after the Closing Date.

“Indebtedness” of any Person means (i) all liabilities and obligations of such Person for borrowed money or evidenced by notes, bonds or similar instruments, (ii) obligations in respect of the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business in accordance with past practice), (iii) obligations in respect of capitalized leases, (iv) obligations in respect of letters of credit, acceptances or similar obligations, (v) obligations under interest rate cap agreements, interest rate swap agreements, foreign currency exchange contracts or other hedging contracts and (vi) any guarantee of the obligations of another Person with respect to any of the foregoing.

“Intellectual Property” means all intellectual property and proprietary rights, including the following: (i) all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all provisional applications, reissuances, continuations, continuations-in-part, divisions, extensions, and re-examinations thereof; (ii) all trademarks, service marks, trade dress, trade names, brand names, corporate names, logos, slogans and other similar indicia of origin and internet domain names, together with all goodwill associated with each of the foregoing, and all applications, registrations, and renewals in connection with each of the foregoing; (iii) all copyrights and all applications for registrations and renewals in connection with the foregoing; and (iv) all trade secrets, confidential information, and know-how (including ideas, manufacturing and production processes and techniques, technical data, records of invention, designs, drawings specifications, test information, website content, databases, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

“knowledge,” when used in the phrase “to the knowledge of Seller” or similar phrases means, and shall be limited to, the actual knowledge of any of the individuals listed on Schedule 1.01(b), and the knowledge that such individual would have reasonably obtained in the performance of such individual’s duties with respect to the Business.

“Law” shall mean any law, statute, ordinance, regulation, rule, principle of law and order of any Governmental Authority, or any similar provision having the effect or force of law, including without limitation environmental laws, energy, motor vehicle safety, public utility, zoning, building and health codes, occupational safety and health laws and laws respecting employment practices, employee documentation, terms and conditions of employment and wages and hours.

“Liabilities” shall mean any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any type, whether accrued, absolute, contingent, known, unknown, matured, unmatured or other.

“Lien” means any mortgage, pledge, lien (statutory or otherwise and including, without limitation, environmental, ERISA and Tax liens), security interest, easement, right of way, limitation, encroachment, covenant, claim, restriction, right, option, conditional sale or other title retention agreement, charge or encumbrance of any kind or nature (except for any restrictions arising under any applicable securities Laws).

“Losses” means either Buyer Damages or Seller Damages, as applicable.

“Material Adverse Effect” means a material adverse effect upon the business, assets, operating results, condition (financial or otherwise) or Liabilities of the Business taken as a whole; provided, however, that any adverse effect (or consequences thereof) related to, arising out of, resulting from, in connection with or attributable to (i) any acts of God or any other damage or destruction of Assets caused by casualty, any hostilities, acts of war, sabotage, terrorism or military actions or worsening thereof, (ii) political or social conditions generally in the United States, (iii) economic, industry or market events, occurrences, developments, circumstances or conditions affecting the industry generally in which the Business operates or in which products or services of the Business are used or distributed, in each case that do not have a disproportionate adverse effect on the Business relative to other Persons in such industry, (iv) changes in applicable Laws or accounting standards or principles that the Business is required to adopt, or the enforcement or interpretation thereof, (iv) the negotiation, execution or announcement of, the consummations of the transactions contemplated by, or the performance of obligations under this Agreement, or any adverse reaction by a third party to Buyer’s participation in the transactions contemplated by this Agreement, any acts or statements by or on behalf of Buyer in connection therewith, and any actions taken or not taken in compliance herewith or otherwise at the request or with the consent of Buyer or (v) any change in or effect on the Assets which is cured by the payment of money by Seller, shall not constitute or be taken into account in determining whether a “Material Adverse Effect” has occurred or may, would or could occur.

“Permits” means all licenses, permits, franchises, easements, variances, exemptions, certificates, approvals, authorizations, consents or orders of, or filings or registrations with, any governmental agency, department or authority, whether foreign, federal, state or local, or any other Person, specifically relating to, or used in and necessary for, the conduct of the Business.

“Permitted Liens” means (i) mechanics’, carriers’, workmen’s, repairmen’s or other like Liens imposed by Law arising or incurred in the ordinary course of the Business consistent with past practice that do not materially interfere with or materially affect the use of the respective underlying Assets to which such Liens relate in the operation of the Business as currently conducted, and Liens for Taxes and other governmental charges that are not delinquent or that are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) building and zoning codes and other land-use Laws regulating the use or occupancy of real property or activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property and which

are not violated by the current use or occupancy of such real property or the operation of the Business, or the violation thereof which would not have a material adverse effect on the use or value of such real property, (iii) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and title defects which do not or would not materially impair the use or occupancy, or materially diminish the value, of such real property or the operation of the Business, and (iv) the rights of lessors under any Real Property Leases and any liens that have been placed by a third party on the fee title of the Leased Real Property as permitted under the Real Property Leases.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Reference Balance Sheet” means the balance sheet attached hereto as Exhibit B which sets forth the accounts comprising the Closing Working Capital of the Business as of July 31, 2017.

“Software” means the computer programs set out in Schedule 2.02(f) and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts all as they exist at the Closing.

“Schedules” means the disclosure schedule delivered by Seller to Buyer on the date hereof.

“Tax” or “Taxes” means any federal, state, local or foreign tax, fee, charge or other assessment in the nature of a tax including, without limitation, income, gross income, gross receipts, production, profits, license, capital stock, payroll, employment, excise, severance, stamp, personal property, real property, customs, duty, franchise, withholding, social security, unemployment, disability, workers’ compensation, utility, windfall profit, unincorporated business, capital, general corporate, occupation, recording, gains, premium, privilege, registration, sales, use, transfer, value-added, alternative, add-on, minimum, estimated or other taxes of any kind whatsoever including any interest, penalties or additions to Tax or additional amounts in respect of the foregoing, in each case imposed by any Governmental Authority.

“Tax Return” means any return, report, declaration, statement, claim for refund or other similar document filed or required to be filed with any Governmental Authority with respect to Taxes, including any schedules attached thereto, other related or supporting information and amendments thereof.

“Transition Services Agreement” means that certain Transition Services Agreement, dated as of the Closing Date, between Seller and/or Seller Guarantor and Buyer and/or Buyer Guarantor, in the form attached hereto as Exhibit C.

Section 1.02 Interpretation. For the purposes hereof, (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to

include the other genders as the context requires, (ii) the words “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Schedules hereto) and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, and exhibits and schedules of this Agreement unless otherwise specified, (iii) the words “including” and words of similar import when used in this Agreement shall mean “including, without limitation” unless otherwise specified, (iv) the word “or” shall not be exclusive, and (v) Buyer on the one hand, and Seller, on the other hand, will be referred to herein individually as a “party” and collectively as “parties” (except where the context otherwise requires).

2. Purchase and Sale of Assets; Assumption of Liabilities.

Section 2.01 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer, and Buyer shall purchase from Seller, the Assets (free and clear of all Liens, other than Permitted Liens).

Section 2.02 Assets. For the purposes of this Agreement, “Assets” shall mean all right, title and interest of Seller in all assets of every kind and nature, whether tangible or intangible and wherever located, primarily relating to, or primarily used in or held for use for, the conduct of the Business (and, for the avoidance of doubt, excluding all Excluded Assets). The Assets shall include the following, but only, in each case, to the extent primarily relating to, or primarily used in or held for use for, the conduct of the Business (and for the avoidance of doubt, excluding all Excluded Assets):

(a) all accounts, notes and other receivables (whether current or non-current) relating to the Business;

(b) all prepayments and prepaid expenses, deferred costs, deferred charges and advance payments as of the Closing (excluding all such amounts to the extent related to Taxes) relating to the Business;

(c) all of the right, title and interest of Seller in the leases pursuant to which Seller holds a leasehold in or is granted the right to use or occupy any real property (including all buildings and other structures, facilities or leasehold improvements currently situated thereon, and all easements, licenses, rights and other appurtenances) set forth on Schedule 2.02(c) hereto (the “Leased Real Property”) and all Real Property Leases;

(d) (i) all inventories used in the Business and all equipment, furniture, fixtures, machinery, computers, other information technology equipment (including copiers), tooling and all other tangible personal property (collectively, the “Fixtures and Equipment”) including those set forth on Schedule 2.02(d)(i) hereto and (ii) all personal property leases set forth on Schedule 2.02(d)(ii) hereto (the “Acquired Personal Property Leases”);

(e) all contracts, agreements, licenses and other legally binding arrangements, whether oral or written, listed or described on Schedule 2.02(e) hereto (collectively, the “Other Acquired Contracts” and, together with the Acquired Personal Property Leases, the “Acquired Contracts”);

(f) all of the Intellectual Property owned or licensed by Seller and used in the Business and all rights of Seller therein, worldwide, whether registered or unregistered, which includes, without limitation:

(i) the Software and all Intellectual Property rights worldwide in the Software, including, but not limited to, the exclusive world-wide right to develop, modify, market, sell, distribute and install the current and future releases of the Software;

(ii) the Registered Intellectual Property listed or described on Schedule 2.02(f) hereto;

(iii) all Intellectual Property licensed to Seller used in the activities of the Business, including the Available Software (together with the Software and the Registered Intellectual Property, the “Business Intellectual Property”) together with (A) all income, royalties, damages and payments due and/or payable at the Closing or thereafter with respect to the Business Intellectual Property (including payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements, misappropriations, dilutions and other violations thereof), (B) the right to sue and/or otherwise recover for past, present and future infringements, misappropriations, dilutions and other violations thereof, (C) any and all corresponding rights that now or hereafter may be secured or may otherwise accrue thereunder throughout the world and (D) all copies and tangible embodiments of any Business Intellectual Property (in whatever form or medium);

(g) all existing advertising, marketing and promotional materials used in the Business;

(h) all existing price lists and books of account, and copies of general, financial and personnel records with respect to Hired Employees and all correspondence and other documents, records and files and all computer software and programs and any rights thereto related to the Business;

(i) all rights under assignment of inventions, non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Hired Employees and agents or with third parties, to the extent such rights are transferable under applicable Law unilaterally by Seller, related to the Business;

(j) all Business Permits, except to the extent that such Business Permits are not transferable under applicable Law, which non-transferable Permits are set forth on Schedule 2.02(j) (the “Non-Transferable Permits”);

(k) all consumer or customer lists, data and databases, market research, invoices, correspondence and other related books, records and files, in whatever form or medium related to the Business;

(l) all goodwill relating to the Business or the Assets;

(m) all rights, claims, credits, causes of action or rights of set off of any kind, including rights under warranties, indemnities, or guaranties or arising from the breach by third parties of their obligations under the Real Property Leases or Acquired Contracts;

(n) any counterclaims, setoffs or defenses that Seller may have with respect to any Assumed Liabilities;

(o) any and all Actions or counterclaims relating to any of the foregoing Assets and any Assumed Liabilities; and

(p) the bank account of Seller [REDACTED] (the "Seller's Bank Account"), which is to be assigned to Buyer after the Closing with a cash balance sufficient solely to cover any outstanding checks and no credit facilities guaranteed by such account or pre-authorized continuing payments not related to the Business.

In the event that following the Closing Date, Buyer or Seller or any of their respective Affiliates discovers any asset that was not conveyed to Buyer on the Closing Date that primarily relates to or is exclusively used or held for use or necessary for the conduct of the Business, whether held by Seller or any of its Affiliates, and that does not constitute an Excluded Asset or that Buyer did not know existed prior to the Closing Date, Seller shall and shall cause its Affiliates to take all action reasonably necessary to promptly convey such asset to Buyer and such asset shall be considered an Asset for all purposes hereunder.

Section 2.03 Excluded Assets. Notwithstanding anything to the contrary in Section 2.02, the Assets shall expressly exclude the following (collectively, the "Excluded Assets"):

(a) all cash and cash equivalents (including short-term investments) of Seller and its Affiliates relating to the conduct of the Business;

(b) all insurance policies, claims for and rights to receive Tax refunds and credits related to Taxes described in Section 2.05(c), all Tax Returns relating to the Business, all deferred Tax assets, all capitalized software development costs, and any notes, worksheets, files or documents relating thereto and any legal files or other documents that are not related to the Assumed Liabilities;

(c) all of Seller's rights under or pursuant to this Agreement and the other agreements between Buyer on the one hand, and Seller on the other hand, contemplated hereby;

(d) the charter or similar document, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualification, taxpayer and other identification numbers, seals, minute books, equityholder and equity transfer records and all other similar records of Seller and its Affiliates and all books and records of Seller and its Affiliates that relate exclusively to the Excluded Assets or Excluded Liabilities;

(e) all of Seller's and its Affiliates' rights in and to all names, trade names, marks, trademarks and service marks, domain names, corporate symbols or logos or similar designations comprising or constituting, in whole or in part, any of the following terms (or any confusingly similar derivation thereof), together with all goodwill associated therewith (collectively, the "Excluded Marks"): "Pri-Med", "Learning Analytics" and "In-Light";

(f) all Non-Transferable Permits;

(g) all demands, reimbursements and rights of whatever nature, to the extent related to the Excluded Assets or the Excluded Liabilities;

(h) any and all Actions or counter-claims relating to any of the foregoing Excluded Assets and any Excluded Liabilities;

(i) all contracts or arrangements of Seller or its Affiliates with employees other than Hired Employees, and other than those described in Section 2.02(i);

(j) all contracts and licenses with third parties (including licenses of any computer software and any other Intellectual Property owned by third parties), other than the Acquired Contracts, Available Software and the Real Property Leases;

(k) all fee and leasehold interests in real property other than in the Leased Real Property;

(l) all computer hardware, software and other computer or other information technology equipment (including copiers) except for the Business Intellectual Property or those items listed in Schedule 2.02(d)(i) or Schedule 2.02(f) hereto;

(m) all intercompany accounts receivable, prepaid expenses and deferred costs of Seller with respect to any Affiliate of a Seller; and

(n) any attorney-client privilege and attorney work-product protection of Seller or the Business as a result of legal counsel representing Seller or the Business in connection with the transactions contemplated herein.

Section 2.04 Assumed Liabilities. Upon the Closing, Buyer shall (or shall cause one or more Affiliates of Buyer designated by Buyer at the Closing to) assume all Liabilities to the extent arising out of or related to the ownership, use or operation of the Assets following the Closing Date, including, without limitation, all Current Liabilities, in each case

under (A) the Acquired Contracts and (B) solely to the extent attributable to the Business and the Assets, the account numbers set forth on the Reference Balance Sheet, in all cases not resulting from any breach, default, waiver or extension by Seller or its Affiliates (collectively, the “Assumed Liabilities”).

Section 2.05 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume or be liable for any Liabilities of Seller or its Affiliates other than the Assumed Liabilities (the “Excluded Liabilities”). Without limiting the foregoing, the Excluded Liabilities shall include the following:

(a) all Liabilities of Seller or its Affiliates arising out of or relating to this Agreement or the other agreements contemplated hereby or the transactions contemplated hereby or thereby;

(b) all Liabilities of Seller or its Affiliates for expenses or fees incident to or arising out of the negotiation, preparation, approval or authorization of this Agreement and the other agreements contemplated hereby or the consummation (or preparation for the consummation) of the transactions contemplated hereby and thereby, including attorneys’, brokers’ and accountants’ fees;

(c) except as otherwise provided in Section 6.02, all Liabilities of Seller or its Affiliates with respect to Taxes and all Taxes attributable to the Assets relating to any period, or any portion of any period (determined, if applicable, pursuant to Section 6.02(b)), ending prior to the Closing Date;

(d) all Liabilities of Seller or its Affiliates in respect of Indebtedness (together with all accrued interest, prepayment premiums or penalties related thereto) and under any contract or instrument relating to or evidencing such indebtedness for borrowed money;

(e) all Liabilities arising from or related to (A) any non-compliance with Environmental, Health and Safety Requirements by the Business prior to the Closing Date, (B) the presence of Hazardous Materials in, on or under any Leased Real Property or any other real property used by the Business in a quantity, location or manner that could, prior to the Closing Date, reasonably be expected to require remedial action pursuant to any Environmental, Health and Safety Requirements, or (C) any Action arising under Environmental, Health and Safety Requirements that is pending against Seller on or prior to the Closing Date or related to the conduct of Business prior to the Closing Date (the “Excluded Environmental Liabilities”);

(f) all Liabilities arising from or related to the Excluded Assets;

(g) all Liabilities arising from or related to any Action arising out of events, circumstances, or conditions occurring prior to the Closing;

(h) all Liabilities with respect to (A) any Employee Plan at any time sponsored by, maintained by or contributed to or required to be sponsored by, maintained by or contributed to by Seller or any ERISA Affiliate of Seller under Title IV of ERISA

or otherwise and (B) any post-employment or post-retirement health or medical or life insurance benefits provided or required to be provided by Seller to any current or former employees of the Business;

(i) all Liabilities with respect to any Employee Plan and all Liabilities for any bonuses or other payments payable to any officers, directors or employees of Seller or any of its Affiliates which are contingent upon or otherwise relate to the transactions contemplated by this Agreement, including without limitation, bonus payments resulting from the Closing;

(j) all Liabilities arising from the breach by Seller or any of its Affiliates of, default by Seller or any of its Affiliates under, or waiver or extension given by or to Seller or any of its Affiliates with respect to, the performance of any term, covenant or provision of any of the Acquired Contracts;

(k) all Liabilities arising from the termination of or related to the Released Employees except for severance payments in an amount of [REDACTED] which Buyer will assume, it being understood that Seller shall discharge such severance liability of Buyer at or following the Closing and shall be reimbursed on the Adjustment Release Date through the Closing Working Capital calculation;

(l) all Liabilities incurred by Seller or any of its Affiliates after the Closing Date, other than the liabilities or obligations for which Buyer provides indemnification hereunder; and

(m) all Liabilities of Seller or any of its Affiliates incurred in connection with obtaining any consent relating to the sale, conveyance, assignment, transfer or delivery of the Assets to Buyer or the consummation of the transactions contemplated hereby.

Section 2.06 Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Buyer shall use their commercially reasonable efforts to obtain such consents after the execution of this Agreement until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Seller and Buyer shall use their commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date. In addition, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and/or use agreements or sub-leasing to Buyer and enforcement by Seller for the benefit of Buyer of any and all rights of Seller against a third party thereto. Notwithstanding the foregoing, neither Seller nor Buyer nor any of their Affiliates shall be required to pay consideration to any third party to obtain any consent.

Section 2.07 Allocation of Purchase Price and Assumed Liabilities. Seller shall prepare an allocation of the Final Purchase Price and the Assumed Liabilities (to the extent properly taken into account for federal income tax purposes) among the Assets in accordance with Code Section 1060, Treasury Regulations thereunder and any similar provision of foreign, state or local Law, as applicable (the “Allocation”). Seller shall deliver the Allocation to Buyer within ninety (90) days after the final determination of the Final Purchase Price for Buyer’s approval. Seller and Buyer shall cooperate in good faith to resolve any disputes relating to the Allocation within sixty (60) days of delivery of the Allocation to Seller, provided, that if Seller and Buyer are unable to resolve any disputes with respect to the Allocation within such sixty (60) day period, such dispute shall be resolved by the Accounting Firm. If the Purchase Price is adjusted pursuant to Section 6.06(k), the Allocation shall be adjusted in a manner consistent with the foregoing procedures. Seller, Buyer and their respective Affiliates shall file all Tax Returns (including, without limitation, Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the Allocation as finally agreed upon pursuant to this Section 2.07. Neither Buyer nor Seller shall take any Tax position inconsistent with such agreed upon Allocation and neither Buyer nor Seller shall agree to any proposed adjustment to such agreed upon Allocation by any Governmental Authority without first giving the other party prior written notice of such adjustment; provided, however, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such Allocation.

3. Closing; Purchase Price Adjustment.

Section 3.01 Closing. The closing of the sale and purchase of the Assets and the assumption of the Assumed Liabilities (the “Closing”) shall be held at the offices of Sullivan & Worcester LLP, One Post Office Square, Boston, Massachusetts 02109 at 10:00 a.m. Eastern Standard Time on September 5, 2017 (the “Closing Date”) and may, if agreed to between the parties, be consummated by exchange of electronic or facsimile copies of documents, and the Closing shall be deemed effective as of 12:01 a.m. (Eastern Standard Time) on the Closing Date.

(a) At the Closing, subject to and on the terms and conditions set forth in this Agreement, Buyer shall deliver to Seller:

(i) by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by Seller an amount equal to [REDACTED] representing the Estimated Purchase Price less the Holdback Amount;

(ii) the Assignment and Assumption Agreement, duly executed by Buyer; and

(iii) the Transition Services Agreement, duly executed by Buyer and/or Buyer Guarantor.

(b) At the Closing, subject to and on the terms and conditions set forth in this Agreement, Seller shall deliver or cause to be delivered to Buyer:

(i) such appropriately executed instruments of sale, assignment, transfer and conveyance in form and substance reasonably satisfactory to Buyer and its counsel evidencing and effecting the sale and transfer to Buyer of the Assets (or an Affiliate thereof designated by Buyer at the Closing);

(ii) all third party consents set forth on Schedule 3.01(b)(ii), in form and substance reasonably satisfactory to Buyer;

(iii) the Assignment and Assumption Agreement, duly executed by Seller;

(iv) the Transition Services Agreement, duly executed by Seller and/or Seller Guarantor; and

(v) a statement in accordance with Treasury Regulation Section 1.1445-2(b)(2)(iv) executed by Seller, in form and substance reasonably satisfactory to Buyer.

(c) An amount of [REDACTED] representing the Holdback Amount shall be retained by Buyer and, subject to the terms of Section 6.06(m), will be paid to Seller on the Holdback Release Date.

Section 3.02 Purchase Price Adjustment.

(a) On or prior to 150 days following the Closing Date, Buyer shall prepare and deliver to Seller a statement (in its final and binding form, the "Closing Statement") setting forth the Closing Working Capital, the amount of any Excess or Shortfall, and the Final Purchase Price. The Closing Statement shall be prepared for the Business in accordance with GAAP, except to the extent deviations from GAAP are set forth in Schedule 3.02. During the preparation of the Closing Statement and the period of any dispute with respect thereto, Seller shall, within reason (A) assist Buyer and its representatives in the preparation of the Closing Statement and provide Buyer and its representatives with, upon prior notice, access during normal business hours to the books, records (including work papers, schedules, memoranda and other documents), and facilities of Seller and its Affiliates with respect to the Business for such purpose, and, without limiting the generality of the foregoing, make available Seller's and its Affiliates' employees (including employees who are knowledgeable with respect to the matters to be set forth in the Closing Statement) to assist in the preparation of the Closing Statement, the review of any Notice of Disagreement, and otherwise in connection with the matters contemplated by this Section 3.02 (including any dispute relating to the Closing Statement), and (B) cooperate fully with Buyer and its representatives, including the provision on a timely basis of all information necessary or useful as requested by Buyer in connection with the preparation of the Closing Statement.

(b) The Closing Statement shall become final and binding upon the parties 30 days following Seller's receipt thereof unless Seller gives written notice of its disagreement (a "Notice of Disagreement") to Buyer prior to such date. During the 30

days immediately following Seller's receipt of the Closing Statement, Buyer shall (A) provide reasonable assistance to Seller and its representatives in the review and evaluation of the Closing Statement and provide Seller and its representatives with reasonable access during normal business hours upon reasonable notice to the books and records (including work papers, schedules, memoranda and other documents) of Buyer for such purpose, and, without limiting the generality of the foregoing, at reasonable times make available their employees that are knowledgeable with respect to the matters to be set forth in the Closing Statement in order to provide explanations with respect to the Closing Statement and the books and records described in this clause (A) and (B) reasonably cooperate with Seller and its representatives, including the provision on a reasonably timely basis of all other information necessary as requested by Seller in connection with the review and evaluation of the Closing Statement. Any Notice of Disagreement shall (A) specify in reasonable detail the nature and amount of any disagreement so asserted and (B) only include disagreements based on mathematical errors or based on the Closing Statement not being prepared in accordance with this Section 3.02. If Seller fails to deliver a Notice of Disagreement to Buyer within such 30-day period, Seller will be deemed to have concurred with the Closing Statement. If a timely Notice of Disagreement is received by Buyer, then the Closing Statement (as revised in accordance with clause (x) or (y) below) shall become final and binding upon the parties on the earlier of (x) the date the parties hereto resolve in writing any and all differences they have with respect to any matter specified in the Notice of Disagreement or (y) the date any matters properly in dispute are finally resolved in writing by the Accounting Firm. Any matter not specifically referenced in the Notice of Disagreement shall be conclusively deemed to have been agreed upon by the parties. During the 30 days immediately following the delivery of a Notice of Disagreement, Seller and Buyer shall seek in good faith to resolve in writing any differences which they may have with respect to any matter specified in the Notice of Disagreement. At the end of such 30-day period, Seller and Buyer shall submit to the Accounting Firm for review and resolution all matters (but only such matters) which remain in dispute and which were properly included in the Notice of Disagreement. Buyer and Seller shall instruct the Accounting Firm to, and the Accounting Firm shall, make a final determination of the items included in the Closing Statement (to the extent such amounts are in dispute) in accordance with the guidelines and procedures set forth in this Agreement. Buyer and Seller will cooperate with the Accounting Firm during the term of its engagement. Buyer and Seller shall instruct the Accounting Firm to not, and the Accounting Firm shall not, assign a value to any item in dispute greater than the greatest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand. Buyer and Seller shall also instruct the Accounting Firm to, and the Accounting Firm shall, make its determination based solely on presentations by Buyer and Seller which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Closing Statement, the Excess or Shortfall, and the Final Purchase Price shall become final and binding on Buyer and Seller on the date the Accounting Firm delivers its final resolution in writing to Buyer and Seller (which final resolution shall be requested by the parties to be delivered not more than 45 days following submission of such disputed matters). Seller, on the one hand, and Buyer, on

the other hand, shall each be responsible for [REDACTED] of the fees and expenses of the Accounting Firm pursuant to this Section 3.02.

(c) If the Closing Statement shows the Closing Working Capital to be greater than the Estimated Working Capital (the amount of the difference, expressed as a positive number, being the “Excess”), then on the Adjustment Release Date, Buyer shall pay to Seller the Amount of the Excess, and the Purchase Price will be increased by the amount of the Excess.

(d) If the Closing Statement shows the Closing Working Capital to be less than the Estimated Working Capital (the amount of the difference, expressed as a positive number, being the “Shortfall”), then on the Adjustment Release Date, Seller shall pay to Buyer the Shortfall, and the Purchase Price will be reduced by the Shortfall.

4. **Representations and Warranties of Seller.** [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.02 Intellectual Property. Schedule 2.02(f) hereto sets forth all of the following items that are owned by Seller or its Affiliates and are used in the Business (other than the Excluded Marks): (A) patents and patent applications; (B) trademark, service mark and trade name registrations, and applications to register therefor; (C) internet domain name registrations; and (D) copyrights registrations and applications to register therefor (collectively, the “Registered Intellectual Property”). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 6.06 Survival; Indemnification.

(a) Survival of Representations. The representations and warranties contained in Section 4 and Section 5 shall survive the Closing for a period of twenty four (24) months following the Closing Date; provided that the representations and warranties in Section 4.06 (Taxes) shall survive for the full period of all applicable statutes of limitation (such periods, as applicable, the "Indemnity Period"). If a written notice of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 6.07 Public Announcements. The parties agree that, except as otherwise required by Law, any and all public announcements or other public communications

concerning this Agreement and the transactions contemplated hereby shall be subject to the approval of both parties hereto.

Section 6.08 Non-competition; Non-solicitation.

(a) For a period of [REDACTED] commencing on the Closing Date Seller and Seller Guarantor (and Seller agrees to cause each of its current and future affiliates) agree that they will not, directly or indirectly, or through any Person or entity, in any form or manner, own any interest in, invest in, lend to, borrow from, manage, control, participate in, become employed by, or become a member of, any Person which sells or licenses in the United States or Canada (A) any products with the same or similar functionality as any of the Software; or (B) any services that are competitive with the services provided by the Business as of the Closing Date (a “Restricted Business”); or (ii) have an interest in any Person that engages directly or indirectly in a Restricted Business in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person. For greater certainty, Seller’s current cloud-based medical record software business and related services marketed under the “InLight” name shall not be considered a Restricted Business for the purposes of this Section 6.08(a).

(b) For a period of [REDACTED] commencing on the Closing Date, Seller and Seller Guarantor (and Seller agrees to cause each of its current and future Affiliates) agree they shall not, directly or indirectly, solicit, service, have contact with, divert or attempt to divert any entity which is a customer or prospect of the Business as of the Closing Date in respect of (A) any products with the same or similar functionality as any of the Software; or (B) any services that are competitive with the services provided by the Business as of the Closing Date.

(c) For a period of [REDACTED] commencing on the Closing Date, neither Seller nor Seller Guarantor shall directly or indirectly, recruit, hire, solicit divert, employ or cause to be employed by a third party any Person who is employed by Buyer pursuant to Section 6.04, except pursuant to a general solicitation which is not directed specifically to any such employees.

(d) For a period of [REDACTED] commencing on the Closing Date, neither Buyer nor any of its Affiliates shall, directly or indirectly, hire or solicit any Person who is employed by Seller or its Affiliates as of the Closing Date, excluding the Hired Employees, except pursuant to a general solicitation which is not directed specifically to any such employees.

(e) For a period of [REDACTED] commencing on the Closing Date, Seller Guarantor shall not directly or indirectly, recruit, hire, solicit divert or employ any of the Business Employees.

Section 6.09 Guarantees.

(a) Seller Guarantee. Seller Guarantor hereby guarantees to Buyer the full payment, performance and observance of all the covenants, conditions and agreements of Seller set forth in this Agreement (the “Seller Obligations”), and expressly agrees that the validity of this guarantee and the obligations of Seller Guarantor hereunder shall in no manner be terminated, affected or impaired by reason of the assertion by Buyer against Seller of any of the rights or remedies reserved to Buyer pursuant to the provisions of this Agreement, or by reason of the waiver by Buyer of, or the failure of Buyer to, enforce any of the terms, covenants or conditions of this Agreement, or the granting of any indulgence or extension of time to Seller, all of which may be given or done without notice to Seller Guarantor. Seller Guarantor waives notice of a breach or non-performance of any of the covenants, conditions or agreements contained in this Agreement. Seller Guarantor further agrees, without limiting the generality of the foregoing, that its liability under this Agreement shall not be waived, released, discharged, impaired or affected by reason of the release or discharge of Seller in any receivership, bankruptcy, winding-up, insolvency or other creditors’ proceeding or the rejection, disaffirmance or disclaimer of this Agreement in any proceeding, and shall continue with respect to the periods prior thereto and thereafter. Seller Guarantor further agrees that any modification, amendment, change or extension of any of the terms, covenants or conditions of this Agreement which Seller and Buyer may hereafter make, or any forbearance, delay, neglect or failure on the part of Buyer in enforcing any Seller Obligations under this Agreement, or any assignment or transfer of rights by Buyer under this Agreement, shall not in any way affect, impair or discharge Seller Guarantor’s unconditional liability to Buyer hereunder, nor shall Seller Guarantor’s liability hereunder be impaired, affected or discharged by any act done, except performance in full, or omitted to be done or affected or discharged by any act done or omitted to be done or by any waiver by either Buyer or Seller, notwithstanding that Seller Guarantor may not have consented thereto or may not have notice or knowledge thereof. Seller Guarantor further agrees that its liability under this guarantee shall be primary, and that in any right of action which shall accrue to Buyer under this Agreement may, at its option, proceed against Seller Guarantor without having commenced any action, or having obtained any judgment, against Seller.

(b) Buyer Guarantee. Buyer Guarantor hereby guarantees to Seller the full payment, performance and observance of all the covenants, conditions and agreements of Buyer set forth in this Agreement (the “Buyer Obligations”), and expressly agrees that the validity of this guarantee and the obligations of Buyer Guarantor hereunder shall in no manner be terminated, affected or impaired by reason of the assertion by Seller against Buyer of any of the rights or remedies reserved to Seller pursuant to the provisions of this Agreement, or by reason of the waiver by Seller of, or the failure of Seller to, enforce any of the terms, covenants or conditions of this Agreement, or the granting of any indulgence or extension of time to Buyer, all of which may be given or done without notice to Buyer Guarantor. Buyer Guarantor waives notice of default in the payment of the Purchase Price due under this Agreement, or notice of a breach or non-performance of any of the covenants, conditions or agreements contained in this Agreement. Buyer Guarantor further agrees, without limiting the generality of the

foregoing, that its liability under this Agreement shall not be waived, released, discharged, impaired or affected by reason of the release or discharge of Buyer in any receivership, bankruptcy, winding-up, insolvency or other creditors' proceeding or the rejection, disaffirmance or disclaimer of this Agreement in any proceeding, and shall continue with respect to the periods prior thereto and thereafter. Buyer Guarantor further agrees that any modification, amendment, change or extension of any of the terms, covenants or conditions of this Agreement which Seller and Buyer may hereafter make, or any forbearance, delay, neglect or failure on the part of Seller in enforcing any Buyer Obligations under this Agreement, or any assignment or transfer of rights by Seller under this Agreement, shall not in any way affect, impair or discharge Buyer Guarantor's unconditional liability to Seller hereunder, nor shall Buyer Guarantor's liability hereunder be impaired, affected or discharged by any act done, except performance in full, or omitted to be done or affected or discharged by any act done or omitted to be done or by any waiver by either Buyer or Seller, notwithstanding that Buyer Guarantor may not have consented thereto or may not have notice or knowledge thereof. Buyer Guarantor further agrees that its liability under this guarantee shall be primary, and that in any right of action which shall accrue to Seller under this Agreement may, at its option, proceed against Buyer Guarantor without having commenced any action, or having obtained any judgment, against Buyer.

Section 6.10 Bank Account. As promptly as practicable after Closing, Seller shall assign the Seller's Bank Account to Buyer with a cash balance sufficient solely to cover any outstanding checks and no credit facilities guaranteed by such account or pre-authorized continuing payments not related to the Business.

Section 6.11 Name Change. As promptly as practicable after Closing, Seller shall change its name to remove the words "Amazing Charts" or any part thereof or any similar words.

7. Miscellaneous.

Section 7.01 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 7.02 No Third-Party Beneficiaries. Except as set forth in Section 6.06 as it relates to Buyer Indemnified Parties and Seller Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

Section 7.03 Further Assurances. From time to time, as and when requested by any party hereto, any other party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to any limitations set forth in this Agreement), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated

by this Agreement. Without limiting the foregoing, Seller shall execute one or more individual assignment agreements or other instruments with respect to any individual Asset at any time, from time to time, as Buyer may reasonably request. Each party shall reimburse the other party for reasonable out-of-pocket costs and expenses incurred pursuant to this Section 7.04.

Section 7.04 Expenses. Whether or not the transactions contemplated hereby are consummated, and except as otherwise specifically provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses.

Section 7.05 Amendment and Waiver. This Agreement may be amended or any provision of this Agreement may be waived; provided that, except as otherwise expressly provided in this Agreement, any amendment or waiver shall be binding only if such amendment or waiver is set forth in a writing executed by the party against whom enforcement is sought. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

Section 7.06 Notices. All notices and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) if personally delivered, on the date of delivery, (ii) if delivered by express overnight courier service of national standing (with charges prepaid), on the Business Day following the date of delivery to such courier service, (iii) if sent by facsimile (with confirmation of transmission), on the date of transmission if sent before 5:00 p.m. local time of the recipient party, and otherwise on the next Business Day, or (iv) if deposited in the United States mail, first-class postage prepaid, on the fifth Business Day following the date of such deposit. Notices and communications to the parties shall, unless another address or facsimile number is specified in writing pursuant to the provisions hereof, be sent to the address and facsimile number indicated below:

if to Buyer:

N. Harris Computer Corporation
1 Antares Drive, Suite 400
Ottawa, ON
K2E 8C4

Email: [REDACTED]

Attention: [REDACTED]

with a copy to (which shall not constitute notice to Buyer):

Constellation Software Inc.
20 Adelaide Street E., Suite 1200
Toronto, Ontario, Canada
M5C 2T6

Email: [REDACTED]

Attention: [REDACTED]

if to Seller:

Amazing Charts, LLC
c/o DBC Pri-Med, LLC
121 Free Street
PO Box 7437
Portland, ME 04112

Attention: [REDACTED]

Fax: [REDACTED]

with a copy to (which shall not constitute notice to Seller):

Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109
Attn: [REDACTED]
Facsimile: [REDACTED]

Section 7.07 Interpretation. The headings and captions contained in this Agreement, in any Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.08 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 7.09 No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Agreement, each party acknowledges that no other party, any of its respective Affiliates or any other Person makes any representation or warranty, express or implied, at Law or in equity, with respect to Buyer, Seller, their respective Affiliates, the Business or the Assets, or with respect to any other information provided to any party, including as to the probable success or profitability of the Business after the Closing. No person will have or be subject to any Liability or indemnification obligation to any party or any other Person resulting from the distribution to such Party, or such Party's use of, any such information, including any information, document or material made available to such Party in certain "data rooms," management presentations or in any other form in expectation or contemplation of the transactions contemplated by this Agreement.

Section 7.10 Entire Agreement. This Agreement and the other agreements referred to herein contain the entire agreement and understanding between the parties hereto with

respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter.

Section 7.11 Schedules. All Schedules hereto or referred to herein are hereby incorporated into and made part of this Agreement as if set forth in full herein. Any matter disclosed, or as to which an exception is made, in any item on a specific Schedule hereto shall constitute an exception to the corresponding representation and warranty under this Agreement (whether or not the representation contains the phrase “except as set forth on Schedule [] or similar language) where the applicability of the disclosed matter on such Schedule to the representation or warranty is reasonably apparent on the face of such disclosure. The inclusion of information in the Schedules hereto shall not be construed as an admission that such information is material to the Assets, the Business or Seller. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Schedules hereto is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Schedules hereto is or is not material for purposes of this Agreement. Any reference to any agreement or contract referenced herein or in the Schedules hereto shall be a reference to such agreement or contract, as amended, modified, supplemented or waived.

Section 7.12 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 7.13 Bulk Transfer Laws. Buyer hereby waives compliance by Seller with the provisions of any so-called bulk transfer Laws of any jurisdiction in connection with the sale of the Assets.

Section 7.14 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

Section 7.15 Consent to Jurisdiction. Each of the parties irrevocably submits to the exclusive jurisdiction of Delaware Chancery Court for the purposes of any suit, Action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (and agrees not to commence any Action, suit or proceeding relating hereto except in such courts). Each of the parties further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such party’s respective address set forth in Section 7.07 will be effective service of process for any Action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the parties irrevocably and unconditionally waives any objection to

the laying of venue of any Action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each party agrees that a final judgment in any Action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

Section 7.16 Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 7.17 Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT AND CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


Section 7.18 Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied or electronically transmitted signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

CARETRACKER, INC.

By: 
Name: Jeff Bender
Title: CEO/President

SELLER:

AMAZING CHARTS, LLC

By: _____
Name:
Title:

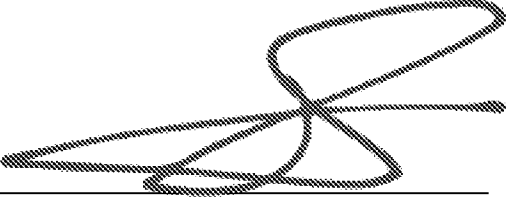
**SELLER GUARANTOR, for purposes of
Section 6.09(a) only**

DBC PRI-MED, LLC

By: _____
Name:
Title:

**BUYER GUARANTOR, for purposes of
Section 6.09(b) only**

N. HARRIS COMPUTER CORPORATION

By: 
Name: Jeff Bender
Title: CEO/President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

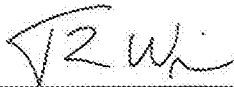
BUYER:

CARETRACKER, INC.

By: _____
Name:
Title:

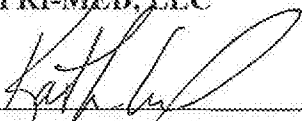
SELLER:

AMAZING CHARTS, LLC

By:  _____
Name: Theodore R. Wirth
Title: Chief Executive Officer

**SELLER GUARANTOR, for purposes of
Section 6.09(a) only**

DBC PRI-MED, LLC

By:  _____
Name: Kathryn D. Willing
Title: Chief Financial Officer

**BUYER GUARANTOR, for purposes of
Section 6.09(b) only**

N. HARRIS COMPUTER CORPORATION

By: _____
Name:
Title:

ii. Other Intellectual Property

Patents and patent applications

	Application No.	Title of Invention	Patent Abstract
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Registered Trademarks and Service Marks

Trademark	Serial #	Registration #	Last Filing
AmazingCharts	77868281	3793120	May 2016
Guardian Angel Support	77868271	3787484	May 2016
Meaningful Use Wizard	85279578	4203813	2012

Unregistered Trademarks and Service Marks

Seller uses the following unregistered trademarks:

Practice made perfect
Fall in love with your EHR
Amazing Charts Electronic Health Record (EHR)
Amazing Charts Electronic Medical Record (EMR)
Amazing Charts Billing Service (ACBS)
Guardian Angel Support and Maintenance
Amazing Charts Users Conference (ACUC)
Amazing Charts Offsite Backup (AC-OSBU)
Amazing Charts Practice Management (PM)
Amazing Charts in the Cloud
Amazing Charts Certified IT Support
Amazing Charts Users Groups (ACUG)

Logos

Please note that Seller's rights to above logos are limited to its common law rights. Seller has not made any application for the registration of the above logos.

Internet domain name registrations

Vendor	Service	Product	Domain Name
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Copyrights registrations and applications to register therefor

1. [REDACTED]

[REDACTED]

Other

Category	Asset / Product	Description	Vendor
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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