

ARMEDICA, INC.

AMENDED AND RESTATED LICENSE AND SUPPORT AGREEMENT

This Amended and Restated License and Support Agreement (the "Agreement" or "agreement") is entered into as of July __, 2015 ("Effective Date") between Armedica, Inc. ("Armedica") and the State of Vermont, Department of Health Access (the "State" or "you" or "Licensee").

WHEREAS, CGI Technologies and Solutions, Inc., ("CGI") entered into a license and technical support services agreement with Armedica as of February 11, 2013 (the "CGI License"), and as of February 11, 2013 CGI and Armedica also entered into Ordering Document VT HBE-1 attached hereto as Exhibit A for the license of certain software and provision of support services; and

WHEREAS, as of September 1, 2013, CGI and Armedica entered into Ordering Document VT HBE-2 attached hereto as Exhibit B for the license of certain software and provision of support services;

WHEREAS, as of October 1, 2014, CGI assigned, the State assumed and Armedica consented to the assignment of the CGI License to the State; and

WHEREAS, as of June 9, 2014 the State entered into a contract for services with OptumInsight, Inc. ("Optum"), for certain assessment, operations support, design, development and implementation services; and

WHEREAS, Armedica and the State desire to amend and restate the terms of the CGI License on the terms and conditions set forth in this Agreement, and enter into VT HBE-3, attached hereto as Exhibit C.

A. Agreement Definitions

The term "ancillary programs" refers to third party materials, listed in an Ordering Document attached hereto as an Exhibit, which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the reference guides, instructional materials and user manuals and installation manuals for the programs made available by Armedica to its customers, as well as all updates to such materials delivered pursuant to the terms of the Order. The term "programs" or "Armedica Software" refers to the software products owned or distributed by Armedica listed in the Order which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, or training services which the State has ordered pursuant to the Order.

B. Applicability of Agreement

This Agreement is valid for the Order or Orders attached hereto as Exhibits. An order is only binding when it has been signed by you and Armedica. Each written order executed by Armedica and the State shall be referred to herein as an "Ordering Document" or an "Order" and shall be attached hereto as an Exhibit. Armedica and the State may (but are not obliged to) enter into future Orders for Armedica products and services by entering into Orders.

C. Rights Granted

Subject to payment of the fees set forth in the Order, Armedica shall license to the State the programs listed in the Orders attached hereto upon the terms and conditions set forth herein and in the applicable Order.

Upon execution of this Agreement and the applicable Order, you will be the "Licensee" of the Armedica Software and will have the nonexclusive, nonassignable, royalty free, perpetual (unless otherwise specified in the applicable Order), limited right to use the Armedica Software and receive any services set forth in the applicable Order solely for your internal business purposes, and subject to the terms of this Agreement and the Order. You may allow your agents and contractors (including, without limitation, outsourcers) to use the Armedica Software for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this Agreement. Program documentation is delivered with the Armedica Software. Services are provided based on Armedica's policies for the applicable services ordered, which are specified in the Order (except technical support services, which are as specified in section H of this Agreement). Upon payment for services, you have the nonexclusive, nonassignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Armedica and delivered to you under this Agreement; however, certain deliverables may be subject to additional license terms provided in the Order.

The State may provide Optum, and those Optum subcontractors identified in writing to the State with a need for Permitted Access, with Permitted Access to the Armedica Software and program documentation, provided that Optum and such subcontractors have agreed in writing to restrictions on their use of the Armedica Software equivalent to those set forth in this Agreement. The State is responsible for Optum and Optum subcontractors compliance with this Agreement with respect to such Permitted Access. "Permitted Access" as used in this paragraph means the right to use, copy, test, implement and install the Armedica Software and program documentation for the purpose of implementation of the Armedica Software in the State's health benefit exchange.

D. Intentionally Omitted.

E. Ownership and Restrictions

Armedica or its licensors retain all ownership and intellectual property rights to the Armedica Software. The Armedica Software is commercial off-the-shelf software; no custom programs will be delivered under this Agreement. You may make a sufficient number of copies of the Armedica Software for your licensed use and one copy of each program media. The Armedica Software is licensed, not sold, and you acquire only the rights expressly granted to you.

Third party technology that may be appropriate or necessary for use with the Armedica Software is set forth in the Order. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the Order and not under the terms of this Agreement.

You may not:

- remove or modify any program markings or any notice of Armedica's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Armedica's prior written consent.

F. Warranties, Disclaimers and Exclusive Remedies

Armedica warrants that the Armedica Software will operate in all material respects as described in the updated program documentation delivered with the third product release of the Armedica Software for one year after delivery (i.e., via physical shipment or electronic download) of such third product release described in the Order. You must notify Armedica of any program warranty deficiency within one year after such delivery. Armedica also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Armedica of any services warranty deficiencies within 90 days from performance of the deficient services.

ARMEDICA DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR FREE OR UNINTERRUPTED OR THAT ARMEDICA WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ARMEDICA'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY IN ACCORDANCE WITH ARMEDICA'S SUPPORT POLICIES; OR, IF ARMEDICA CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ARMEDICA FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ARMEDICA CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ARMEDICA FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE

G. Indemnification

If a third party makes a claim against Licensee, that the Armedica Software or any related information, design, specification, instruction, software, data, or material (“Material”) furnished by Armedica, and used by the Licensee infringes a third party’s intellectual property rights, Armedica, at its sole cost and expense, will defend Licensee against the claim and indemnify Licensee from all damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Armedica, if the Licensee does the following:

- notifies Armedica promptly in writing, not later than 30 days after the Licensee receives notice of the claim (or sooner if required by applicable law);
- gives Armedica sole control of the defense and any settlement negotiations; and
- gives Armedica the information, authority, and assistance Armedica reasonably needs to defend against or settle the claim.

If Armedica believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, Armedica may choose to either modify the Material to be noninfringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Armedica may end the license for, and require return of, the applicable Material and refund any fees paid to Armedica for it and any unused, prepaid technical support fees paid to Armedica for the license. Armedica will not indemnify the Licensee to the extent the Licensee alters the Material or uses it outside the scope of use identified in the documentation for the Armedica Software or if the Licensee fails to use an updated version of the Materials, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Licensee. Armedica will not indemnify the Licensee to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Armedica or agreed to be included in the Armedica Software as set forth in the Order. Armedica will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Armedica. Armedica will not indemnify you for infringement caused by your actions against any third party if the Armedica program(s) as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Armedica will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this Agreement. This section provides the parties’ exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of the Order, technical support consists of annual technical support services you may have ordered for the programs. The standard annual technical support (including first year and all subsequent years) stated in the Ordering Documents attached hereto is provided under Armedica’s technical support policies which are attached to and hereby incorporated into this Agreement. Armedica may update such policies from time to time on notice to you, as long as any policy changes do not materially degrade the scope of support. If you discontinue support at any time and then restart it, you will in any event restart support on the terms of the technical support policies in effect at the time of the restart.

Technical support is effective upon the effective date of the Order unless otherwise stated in the Order.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, “SULS”) acquired with the Order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, you may renew SULS for the first four (4) years after the initial annual SULS period at the same price as set forth in Ordering Document VT HBE-1 attached hereto at Exhibit A.

I. End of Agreement

If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the nonbreaching party may terminate this Agreement. If Armedica ends this Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this Agreement. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the

breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. Provisions that survive termination or expiration are those relating to confidentiality, limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

The State shall purchase the license to the Armedica Software and any ordered services for the fees set forth in the applicable Ordering Document. All fees payable to Armedica are due within 45 days from your receipt of the applicable invoice. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. Armedica agrees to pay all taxes applicable to Armedica which may be due as a result of this Agreement. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULLS for programs, the preceding sentence does not relieve Armedica of its obligation to provide updates under your ordering document, if and when available, in accordance with Armedica's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to any State confidential information, the Armedica Software and program documentation, and all information clearly identified as confidential at the time of disclosure or which a person acting reasonably would understand to be confidential.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable State law, we each agree to hold each other's confidential information in confidence. Also, we each agree to disclose confidential information only to those employees or agents who are subject to binding obligations to protect it against unauthorized disclosure and to use it only for the purposes of, and subject to the restrictions of, this Agreement. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

L. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Armedica ordering document shall supersede the terms in any purchase order or other nonArmedica document and no terms included in any such purchase order or other nonArmedica document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Armedica. Any notice required under this agreement shall be provided to the other party in writing.

M. Limitation of Liability NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ARMEDICA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO ARMEDICA UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ARMEDICA FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATIONS

OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO ANY INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed reexport" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. This agreement is governed by the substantive and procedural laws of Vermont and you and Armedica agree to submit to the exclusive jurisdiction of, and venue in, the courts in Vermont in any dispute arising out of or relating to this agreement.
2. If you have a dispute with Armedica or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Armedica Inc., 800 Boylston Street Suite 3500, Boston, Massachusetts 02199, Attention: Philip Cifarelli, CFO.
3. You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables.
4. Not used.
5. Upon 45 days written notice, Armedica may audit your use of the programs. You agree to cooperate with Armedica's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. As an alternative to an audit, Armedica may request, and you shall provide within 30 days after such request is made, a written certificate of compliance with this Agreement and the Order signed by a responsible officer on your behalf. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Armedica can end your technical support, licenses and/or this agreement. You agree that Armedica shall not be responsible for any of your costs incurred in cooperating with the audit or providing any certificate of compliance.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it. You understand that Armedica's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Armedica and are not Armedica's agents. Armedica is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Armedica subcontractor on an engagement ordered under this agreement.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Additionally, such events shall include action by the federal government including repeal of the ACA, and refusal by CMS or CCIIO to approve the State's agreement with Optum. The events covered in this Section shall be reason for the State to initiate a termination for convenience. The State's own actions, including actions of the State's legislature, shall not constitute force majeure. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered

or services provided. In the event of termination or cancellation under this paragraph, any license fees paid remain nonrefundable; you are entitled to a pro rata refund of fees paid for services for the undelivered portion of any services.

Q. The Software will be deemed “Obsolete” as of the effective date of an end-of service life announcement from the Armedica. If no such announcement is published, then the Software will be deemed Obsolete as of (i) the date Armedica no longer maintains or supports the product or (ii) as of the date Armedica no longer includes it as part of its product and/or service offerings made generally available to its customers. If the Software’s end-of-service-life occurs during the period from the date hereof and ending on December 31, 2016 Armedica will replace the Software with like functionally equivalent software that is supported by Armedica without additional cost to Licensee. Notwithstanding the foregoing, in the event Armedica determines the planned obsolescence for the Software Armedica will provide notice to the Licensee.

R. The parties agree that the technology and associated intellectual property rights licensed pursuant to this Agreement constitutes “intellectual property” for the purposes of Section 101 (35A) of Title 11, United States Code (the “Bankruptcy Code”). Armedica acknowledges that if either Armedica, as debtor-in-possession, or a trustee in bankruptcy in a case under the Bankruptcy Code rejects this Agreement, then the Licensee may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the Licensee, Armedica or a trustee in bankruptcy shall not interfere with the rights of Licensee as provided in this Agreement.

S. ADDITIONAL STATE TERMS.

Notwithstanding any other provision of this Agreement or any Ordering Document:

- (a) Any provision requiring that the State indemnify Armedica or otherwise be liable for the expenses, including attorneys’ fees of Armedica, is hereby deleted from the Armedica Agreement and Ordering Documents;
- (b) Any provision requiring that the State agree to binding arbitration or otherwise waive the State’s right to a jury trial is hereby deleted from Armedica Agreement and Ordering Documents;
- (c) Armedica agrees that the Armedica Agreement and Ordering Documents shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or Armedica in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit;
- (d) except as otherwise provided by applicable law, nothing in the Armedica Agreement and Ordering Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State’s sovereign status or under the Eleventh Amendment to the United States Constitution;
- (e) Any provision which limits the time within which an action may be brought is hereby deleted; and
- (f) Any provision which defines obligations of the State to maintain the confidentiality of Armedica shall be subject to the laws of the State of Vermont.

For the purposes of paragraphs S, T and U, the term “Armedica Agreement and Ordering Documents” shall mean this Agreement and the Ordering Documents, and any other document, agreement or other instrument required by Armedica in connection with the performance of the programs being purchased by the State, regardless of format, any hyperlinks to documents contained in this Agreement and Ordering Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap” or other electronic version thereof.

T. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY ARMEDICA (“SHRINK WRAP”). Notwithstanding any unilateral license terms which may be issued by Armedica after the date of this Amended and Restated License and Support Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an Order or the fact that such other agreement may be affixed to or accompany the programs upon delivery (collectively “shrink wrap terms”), the terms and conditions set forth in this Agreement and the Orders shall supersede any shrink wrap terms, and this Agreement and the Orders shall govern

licensing and delivery of all products and services hereunder.

U. PRECEDENCE. Paragraphs S and T shall in all cases take precedence over any other provision of the Armedica Agreement and Ordering Documents and any ambiguity, conflict or inconsistency in the Armedica Agreement and Ordering Documents shall be resolved in accordance with this order of precedence.

The effective date of the amendment and restatement of this Agreement shall be July __, 2015.

State of Vermont
Department of Vermont Health Access

Armedica, Inc.

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

EXHIBIT A
ORDERING DOCUMENT VT HBE-1

[Executed copy of document follows]

EXHIBIT B
ORDERING DOCUMENT VT HBE-2

[Executed copy of document follows]

EXHIBIT C

ARMEDICA ORDERING DOCUMENT VT HBE-3

Your Name State of Vermont Department of Vermont Health Access
Your Location State of Vermont Department of Vermont Health Access
312 Hurricane Lane,
Williston, Vermont

ARMEDICA, INC. CONTRACT INFORMATION

Agreement: Amended and Restated License and Support Agreement dated as of July __, 2015

This ordering document incorporates by reference the terms of the agreement specified above (“agreement”).

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

You have ordered the services described below:

<u>Service Description</u>	Quantity	Net Fee
OneGate™ for HIX - 1 Year Software Update License & Support February 11, 2015 – February 10, 2016	[1]	\$1,078 ,000.00
TOTAL		\$1,078 ,000.00

B. General Terms

1. License and Use of Programs Provided under Support

Any programs (including program updates) provided to you under this ordering document are subject to the license rights and restrictions set forth in the agreement and in ordering document VT HBE-1.

2. Commencement Date

The period of performance for services is February 11, 2015 to February 10, 2016.

3. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement. The State acknowledges that Armedica has already invoiced the amounts set forth in this ordering document pursuant to invoice #15021101 issued February 11, 2015, and given that the period of performance began on February 11, 2015, the State will pay such invoice within 10 days of the date of this ordering document.

b. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

c. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Armedica of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Armedica's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

d. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items.

4. Delivery and Installation

a. You shall be responsible for installation of the software.

5. Segmentation

The services provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Armedica and do not require you to purchase Armedica consulting services.

6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

7. Territory

The services described in section A are for use in the U.S.

C. Other

The ordering document shall become binding upon execution by you and acceptance by Armedica.

**STATE OF
VERMONT
DEPARTMENT OF
VERMONT HEALTH
ACCESS**

**ARMEDICA,
INC.**

Signature

Signature

Name

Name

Title

Title

Signature Date

**Signature
Date**

Effective Date

(to be completed by Armedica)

July __, 2015