



APRIL 6, 2016

THIS LICENSE AGREEMENT is entered into by and between **PRACTICEMATCH CORPORATION** ("we" and "us") and **DEPARTMENT OF CORRECTIONS – WASHINGTON STATE** ("you") as of the Service Commencement Date (as defined below).

GRANT OF LICENSE: We hereby grant to you a non-exclusive, non-transferable and limited license to access and use one or more of our Pinpoint™, MedTies®, Advanced Practitioner databases, and/or our Physician Career Center, as set forth in Schedule A.1, attached hereto and incorporated herein (each, a "Licensed Database"), by means of the Portfolio™ system (the "Software"), subject to the terms of this Agreement and the "Terms and Conditions" posted on our website: <http://www.practicematch.com/TAC/>. Capitalized terms not otherwise defined herein or in Schedule A.1 shall have the meanings set forth in the Terms and Conditions.

This license permits access to the Licensed Databases and Software by you only and shall not extend to any subsidiary or affiliated entity (other than the "Authorized Facilities" listed in the Schedule A.1) and may be used for internal purposes only to recruit healthcare providers for opportunities directly employed at the facilities listed in Schedule A.1 ("Authorized Facilities").

You shall not have any right, title or interest in the Licensed Databases or the Software, except as provided herein. You may not copy, reproduce, duplicate, publish, disclose, distribute, license, sub-license, relicense, use as the basis for a derivative database, assign, release, transfer, sell or otherwise make the Licensed Databases or the Software available to any other organization or person in any form or manner whatsoever. We reserve the right to withdraw from the Licensed Databases any item or part of an item for which we no longer retain ownership rights or which we have reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

TERM: The initial license term commences on the date this Agreement is fully executed (the "Service Commencement Date") and continues for 1 year thereafter (the "Initial Term"). Department of Corrections – Washington State will be expected to provide at least a thirty (30) days written notice to PracticeMatch Corporation that it does not wish to renew prior to the end of the expiring term. In the event Department of Corrections – Washington State fails to provide written notice, the license agreement will automatically renew. Additionally, Department of Corrections – Washington State will be provided with an opportunity to renew all licenses no less than 30 days prior to the expiring term.

LICENSE FEES: The license fee for the Initial Term is set forth in Schedule A.1 and is payable in full, on a net 30 basis, upon execution of this Agreement. We shall notify you of the applicable license fee for subsequent terms not later than sixty (60) days prior to the renewal date. Renewal license fees are due upon commencement of each subsequent term. Past due payments shall be subject to a delinquency charge of 1.5% per month on the amount in arrears or the legal limit, whichever is less. License fees are not refundable.

MEDTIES USAGES FEES: The MedTies Usage fee consists of the AMA royalty fees and our costs of providing the data to you. Currently the fee is \$0.08 per Usage; however, the fee is subject to change annually at the beginning of each calendar year. We will invoice you monthly for your Usages in the prior month, with the payment due upon receipt of invoice

REIMBURSEMENT OF TRAVEL EXPENSES: We will reimburse you for the reasonable cost of travel, meals, and lodging expenses incurred by the representative who travels to our headquarters for our initial training program, up to a maximum of \$1,000.00 in the aggregate

EXPIRATION OF FEES: The fees set forth herein are subject to the full execution of this Agreement on or before **JULY 6, 2017**.



Signature on the next page

In consideration of the mutual covenants and promises herein, the parties have executed this Agreement as of the date first written above.

**DEPARTMENT OF CORRECTIONS -
WASHINGTON STATE**

PRACTICEMATCH CORPORATION

By: _____

Name: John R Nispel (Signature)

Title: Contracts Administrator

Date: _____

By: _____

Name: Michael York (Signature)

Title: COO

Date: _____



SCHEDULE A.1

This Schedule A is subject to the License Agreement between **PracticeMatch Corporation** (“we” or “us”) and **DEPARTMENT OF CORRECTIONS – WASHINGTON STATE** (“you”) dated as of April 6, 2016 (the “Agreement”). For modifications to the terms set forth in this Schedule A, we will prepare separate Schedule Amendments, which, upon agreement and execution by the Parties, shall be attached to this Schedule A.1 and numbered sequentially (e.g., Schedule A.2, Schedule A.3...). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

DATABASES LICENSED:

- Pinpoint Licensed Database
- MedTies Licensed Database (3,000 complimentary usages included)
- Advanced Practitioners Licensed Database
- Portfolio Tracking Software
- Physician Career Center
- 15,000 Annual Emails
- 5 Career Center Job Slots with MDLinx cross-posting (additional postings are \$1200 each)

AUTHORIZED FACILITIES:

<u>Name of Facility</u>	<u>Staff Physician Count</u>
DEPARTMENT OF CORRECTIONS – WASHINGTON STATE	25

LICENSE FEE:

Your License Fee is **\$13,500.00** on a net 30 basis (based on an annual fee of \$13,500.00), to be paid in quarterly payments of **\$3,375.00** and is based on your Staff Physician Count of 25. Upon each anniversary of the Service Commencement Date during the Term (if applicable), the License Fee shall be increased for Staff Physician Count added during the preceding year of the Term.

Agreed to and accepted by:

DEPARTMENT OF CORRECTIONS – WASHINGTON STATE

By: _____
(Signature)
Name: John Nispel
Title: Contracts Administrator
Date: _____

PRACTICEMATCH CORPORATION

By: _____
Name: Michael York
Title: COO
Date: _____