LICENSE AND SERVICE AGREEMENT

Agreement made this day of September, 2008, (the "Effective Date") by and between Netsmart New York, Inc., a Delaware corporation with offices at 3500 Sunrise Highway, Suite D122, Great River, New York 11739, (hereinafter referred to as "Netsmart") and a corporation with offices at (hereinafter referred to as "Licensee").

1. **SCOPE OF AGREEMENT**

This Agreement states the terms and conditions under which Netsmart will:

(a) Grant Licensee the rights to use and operate certain proprietary computer programs and related documentation on a non-exclusive basis; and

(b) Provide services such as to project management, installation, training and support services to Licensee.

2. **DEFINITIONS**

As used in this Agreement, the following definitions apply to capitalized terms:

(a) "Charges" means the amounts to be paid by Licensee for the right to use the Licensed Programs, for services provided to Licensee and for hardware or other Third Party Products acquired by Licensee under the terms of this Agreement. The Charges are described in Schedule 2(a) and the payment schedule for these Charges is defined in Schedule 2(b).

(b) "Development Services" means changes to be made to the Netsmart Programs (if any) required by Licensee and generally described in Schedule 2(c) attached hereto.

(c) "Implementation Plan" means the detailed work plan attached hereto as Schedule 2(d). In order to facilitate the development of the final Implementation Plan, the current version of Schedule 2(d) contains a template outlining parameters for preparation of a detailed Implementation Plan by the parties.

(d) "Hardware Configuration" means the computer hardware required to install and operate the Licensed Programs. A description of the recommended Hardware Configuration is set forth in Schedule 2(f) attached hereto.

(e) "Licensee Database" means a collection of data records that are maintained as a single logical area on a single computer system that is used, accessed, or acted upon by Licensed Programs.

(f) "Licensed Programs" means both the Netsmart Programs and the Third Party programs.

(g) "Licensee Resources" means the staff and other resources to be provided by Licensee for the installation and implementation of the Licensed Programs in accordance with the Implementation Plan. Schedule 2(g) attached hereto sets forth the required and available Licensee Resources.

(h) "Netsmart Programs" means the Netsmart computer programs in object code form and their associated documentation. Schedule 2(a) lists separately the various modules of the Netsmart Programs purchased by Licensee.

(i) "Optional Products and Services" means the additional products and services which Netsmart will make available to Licensee at prices shown in Schedule 2(j) for a period of 12 months after contract execution. Licensee is under no obligation, however, to purchase items listed in Schedule 2(k).

(j) "Problem or Defect" means any failure of the Licensed Programs to operate in substantial conformance with the Specifications.

(k) "Services" means the installation, training and other services to be provided by Netsmart as described in Schedule 2(e).

(l) "Specifications" means the description and features of the Licensed Programs as set forth in the documentation relating to the Licensed Programs supplied to Licensee by Netsmart hereunder and more particularly identified in Schedule 2(i) of this Agreement.

(m) "Support Services" means the maintenance and support services to be provided by Netsmart in accordance with Schedule 2(h).

(n) "Third Party Products" means any product acquired by Netsmart from an outside vendor on behalf of Licensee under the terms of this agreement. Third Party Products consisting of software are called Third Party Programs. Third Party Products are described in Schedule 2(j)

(o) "Changes" All Changes to the terms of this agreement will be contained in Schedule 2(k)

3. **LICENSED PROGRAMS**

a) Netsmart hereby grants Licensee a non-exclusive, perpetual (subject only to termination under Section 11) non-transferable license to use the Licensed Programs in object code form only:

   i) for Licensee's internal business purposes and not to process the data of any other entity;

   ii) to support the number of Licensee Databases and the number of named users of the Netsmart Programs set forth in Schedule 2(a);

   iii) on the number of servers, operating system and for access by the maximum number of simultaneous users or other such restrictions of the Third Party Products as set forth in Schedule 2(a);

b) Except as expressly stated in this Agreement, no other rights, express, implied or otherwise are granted to Licensee.

c) The Third Party Programs are licensed subject to the same restrictions as are set forth in 3(a) above as well as such other restrictions as may be set forth in Schedule 2(a).

d) Nothing in this Agreement will be deemed to convey any title or ownership interest in the Licensed Programs to Licensee. Licensee acknowledges Netsmart's rights and the rights of the owner of the Third Party Programs in the Licensed Programs and agrees that the Licensed

Programs are trade secrets and unpublished works on which Netsmart and such third party(s) hold and will hold the sole and exclusive copyright. Licensee will not dispute the rights of Netsmart and the third party(s) in the Licensed Programs and will not sell, disclose, lease, sublease, lend or otherwise make the Licensed Programs available to others.

e) No copies of the Licensed Programs may be made by Licensee without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Licensee agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Licensed Programs.

f) Licensee will not disassemble or reverse engineer any of the Licensed Programs nor attempt to access or modify the source code version of the Licensed Programs and will not make any derivations, adaptations, or translations of the Licensed Programs in whole or in part, nor use the Licensed Programs to develop functionally similar computer software or to otherwise compete with Netsmart.

g) If suggestions made by Licensee are incorporated into subsequent versions of the Licensed Programs, Licensee hereby assigns to Netsmart all rights Licensee may have in and to any suggestions, concepts, or improvements concerning the Licensed Programs, or other products and services that may result from Licensee communications to Netsmart.

4. **IMPLEMENTATION**

Promptly after execution of this Agreement, the respective project managers appointed by each party will jointly develop the Implementation Plan. The Implementation Plan will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed, and will identify the roles and responsibilities of the persons who will be provided by Licensee to support the implementation pursuant to Schedule 2(g), Licensee Resources.

5. **CHARGES AND PAYMENT TERMS**

a) In consideration of the licenses granted hereunder, Services to be performed and Third Party Products to be provided by Netsmart. Licensee agrees to pay Netsmart the Charges at the times and in the amounts set forth in Schedule 2(b)

b) Invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance will bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law.

6. **TAXES**

The Charges set forth in this Agreement do not include any taxes. Where applicable, there will be added to such Charges, and Licensee will pay, amounts equal to any taxes (however designated, levied, or based) on such Charges including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Licensee claims a tax exemption, Licensee will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from Charges.

7. **WARRANTIES**

a) Netsmart warrants that the Licensed Programs will substantially conform in all material respects with their Specifications. Netsmart will correct any Problems or Defects in accordance with the Support Services provisions set forth in Schedule 2(h). The foregoing will be Netsmart's sole liability with regard to Problems or Defects in the Licensed Programs or Netsmart's performance or nonperformance of its obligations under this Agreement.

b) Netsmart further represents and warrants that it has the right to grant the licenses granted to Licensee hereunder and that to the best of Netsmart's knowledge the Licensed Programs do not infringe upon or violate the United States patent rights of any third party and do not infringe upon or violate the copyright, or trade secret right of any third party.

c) If any modifications, additions or alterations of any kind or nature are made to the Licensed Programs by Licensee or anyone acting with the consent of or under the direction of Licensee, all warranties will immediately terminate and Netsmart will have no further obligation or liability to Licensee. Licensee will have an affirmative obligation to immediately inform Netsmart in writing of any modifications, additions or alterations.

8. **LIMITATION OF WARRANTY.**

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE LICENSED PROGRAMS, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 7(a) WARRANTY AND NETSMART'S SOLE OBLIGATION IS TO ATTEMPT TO MODIFY THE SOFTWARE TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT ELIMINATE THE PROBLEM OR DEFECT, IT WILL REFUND TO LICENSEE, THE LICENSE FEE PAID TO NETSMART LESS A REASONABLE ALLOWANCE FOR ANY PRODUCTIVE USE. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 7(b) WARRANTY IS SET FORTH IN SECTION 10.

9. **LIMITATION OF LIABILITY**

a) **LIMITATION ON SPECIFIED DAMAGES** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR PROFITS OR REVENUE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT AS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY THIRD PARTY CLAIM.

b) **LIMITATION ON CUMULATIVE LIABILITY**. EXCEPT AS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF NETSMART TO LICENSEE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO NETSMART UNDER THIS AGREEMENT.

10. **INDEMNIFICATION**

a) In the event of any claim by a third party against Licensee (the "Claim"), alleging that the use of the Licensed Programs infringes upon any intellectual property rights of such third party, Licensee will promptly notify Netsmart and Netsmart will defend such Claim, in Licensee's name but at Netsmart's expense, and will indemnify Licensee against any liability paid by Licensee, including but not limited to attorneys' fees and disbursements, arising out of such Claim. In the event such an infringement is found and Netsmart cannot either procure the right to continued use of the Licensed Programs, or replace or modify the Licensed Programs with a non-infringing program, then Netsmart may terminate the license of the Licensed Programs, and will refund to Licensee the amount of the license fee paid by Licensee, reduced by one sixtieth for each full month from the date of first use of the Licensed Programs, until the date of termination. Netsmart will not have any liability under Section 7(b), and Netsmart will be indemnified by Licensee with respect to any Claim, to the extent that the Claim is based upon (i) the use of the Licensed Programs in combination with other products or services not made or furnished by Netsmart, provided that the Licensed Programs alone are not the cause of such Claim; or (ii) the modification of the Licensed Programs or any portion thereof by anyone other than Netsmart, provided that the Licensed Programs in unmodified form are not the cause of such Claim.

b) Licensee will indemnify and hold harmless Netsmart from and against all claims, suits or actions by any third party against Netsmart relating to, arising out of or resulting from Licensee's misuse of the Licensed Programs, or any claim by any party receiving services from Licensee.

11. **TERMINATION**

a) If either party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other party (the "non defaulting party"), then the non-defaulting party may terminate the Agreement on written notice to the defaulting party.

b) Within thirty (30) days of the date of termination of this Agreement by either party Licensee will erase from all computer storage any image or copies of the Licensed Programs, related specifications and documentation and will certify in writing to Netsmart that the original and all copies of such property have been destroyed.

c) Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties:

i) Section 9 "Limitation of Liability"
ii) Section 10 " Indemnification"
iii) Section 12 " Confidentiality "
iv) Section 13 "Non-Solicitation"
v) Section 15 "General Provisions"

12. **CONFIDENTIALITY**

a) Netsmart recognizes and acknowledges the sensitive and confidential nature of information it may obtain with regard to Licensee's clients and their treatment, and agrees that information with respect to Licensee's clients and their treatment will be kept in strict confidence in perpetuity by Netsmart. Netsmart agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". Netsmart agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements

and the terms of this Agreement. Netsmart will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

b) Licensee will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Netsmart and/or the owner of the Third Party Programs including, without limitation the Licensed Programs and to maintain the confidentiality of such information, including but not limited to: (i) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; (ii) effecting sufficient security measures including, at the request of Netsmart, non-disclosure agreements with its employees, to safeguard such information from theft or from access by un-authorized parties.

13. **NON-SOLICITATION**

During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly or indirectly solicit for employment or as a consultant, an employee or consultant of the other party, or any person who was an employee or consultant of the other party at any time during the six (6) month period immediately prior to the date such employee or consultant is solicited, hired or retained.

14. **FORCE MAJEURE**

Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

15. **GENERAL PROVISIONS**

(a) This Agreement will be construed in accordance with the laws of the State of New York, without giving effect to the conflict of law rules thereof.

(b) This Agreement and the schedules and exhibits attached hereto contain the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or under-takings contained in any other writing or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated document will prevail

(c) This Agreement may not be modified except in a writing signed by authorized representatives of the parties.

(d) Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: Chief Financial Officer". Notices will be effective upon the date when delivery is either effected or refused.

(e) A waiver of a breach or default under this Agreement will not be a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement will not constitute a waiver of such term or condition.

(f) In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or become subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

(g) The license granted hereunder to Licensee may not be assigned, or sublicensed, or shared, nor may Licensee use the Licensed Programs to provide the software features as a service (Software as a Service) to a third party without the written consent of Netsmart. Licensee may, however, assign all of its rights under this Agreement to an assignee who acquires all or substantially all of the assets of Licensee, is not a competitor of Netsmart and has financial resources at least equal to those of Licensee. Any permitted assignee will assume in writing, all obligations of the assignor.

(h) Licensee authorizes Netsmart to identify Licensee as a client, and to use Licensee's name and logo in any of Netsmart's advertising copy, promotional material or press releases.

(i) It is specifically agreed that the breach of this Agreement, and in particular the provisions concerning non-disclosure of proprietary information will result in irreparable injury and the party who claims such a breach will be entitled to specific performance and injunctive relief to correct and enjoin such breach in addition to all other remedies which might be available.

(j) The parties will use reasonable efforts, including, without limitation, face-to-face negotiations, to resolve any differences arising between them as a result of this Agreement prior to exercising their

respective rights at law or equity. If a trial results from this Agreement, the parties waive their right to a jury trial. No action, regardless of form, arising out of this Agreement will be brought more than two (2) years after the cause of action accrues.

(k) If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.

(l) This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

(m) This Agreement may be executed by electronic signature as follows:

(i) a fax copy of this Agreements with a signature page that displays the image of a handwritten signature; or

(ii) a digital file that is transmitted by one party to the other which, when displayed on an electronic video display terminal, presents an image of this Agreement with a signature page bearing the image of a handwritten signature.

(n) The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

(o) Licensee understands and agrees that it is and will be solely responsible for establishing and maintaining a procedure for backing up its data in accordance with industry standards, and for maintaining procedures for reconstruction and/or recompilation of any and all data lost or destroyed during the use of the Licensed Programs, or storage of the data. Netsmart will not be liable under any circumstances for any damages caused by or arising from such lost or destroyed data. Netsmart will use commercially reasonable efforts, on a time and material basis to assist Licensee in reconstruction and/or recompilation of such data.

(p) Licensee agrees to comply with all laws and regulations, including all United States and multilateral export laws and regulations, to assure that the Licensed Programs are not exported, directly or indirectly, in violation of law.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first above written.

Netsmart New York Inc.	COMPANY
BY: _____	BY: _____
_____ (PRINTED NAME)	_____ (PRINTED NAME)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

SCHEDULE 2(a)
Charges

DESCRIPTION	Quantity	Price
Netsmart Programs		
Licensee Database(s)		
RADplus – Named Users: Includes Avatar System access and security management, modeling, table and dictionary maintenance and ad-hoc report integration		
Avatar Practice Management - Includes system management, client tracking, scheduling and reporting functions		
Clinician Workstation –Includes system management, assessment, progress notes, treatment planning and reporting functions		
Avatar Management of Services Organization Includes system management, membership management, provider management, contract management, care management, and claims processing		
Avatar Shadow Server – 1 Licensee database: Failover management for disaster recovery and Offline Real Time database Querying. Includes second database, application, and data storage capacity on second server		
Avatar Data Warehouse Middleware - Includes Java middleware to MS-SQL or Oracle requires separately purchased database environment		
Avatar GLI – Standard General Ledger Interface month-end file creation.		
Total Netsmart Programs		
Third Party Products and Services		
Cache Entree Single Server Platform Specific for Crystal Report Writer	concurrent users	
Total Third Party Products		
Netsmart Development		
As defined in Schedule 2(c)		
Total Netsmart Development		
Netsmart Services		
As defined in Schedule 2(e)		
Total Netsmart Services		

Grand Total of one Time Charges

Annual Recurring Charges and Subscriptions	Price
Netsmart Programs annual support	
Cache' annual support	
Maintenance on software development	

Total Annual Recurring Charges

SCHEDULE 2(b)
Payment Terms

Description	Amount Due
Netsmart Programs As described in Schedule 2(a).	
Due on Agreement effective date	
Due on software installation	
Total Payment - Netsmart Programs	
Third Party Products As described in Schedule 2(a).	
Due on Agreement effective date	
Total Payment -Third Part Products	
Development Payment As described in Schedule 2(c).	
Due on Agreement effective date	
Total Payment – Development Services	
INSTALLATION SERVICES As described in Schedule 2(e).	
Due on Agreement effective date	
Total Payment – Installation Services	
Annual Recurring Charges and Subscriptions	
Netsmart Programs as described in Schedule 2(a)	
Initial Term from contract signing through 12/31/2008 due on Agreement execution	
Subsequent annual periods payable 90 days in advance. This amount is subject to annual increases as defined in Schedule 2(h) paragraph (i)	
Cache' as described in Schedule 2(a)	
Initial Term from contract signing through 12/31/2008 due on Agreement execution	
Subsequent annual periods payable 90 days in advance. This amount is subject to annual increases as defined in Schedule 2(h) paragraph (i)	
Other Annual Recurring Charges or Subscriptions	
Total Annual Payment – Annual Recurring Charges and Subscriptions	

Description	Amount Due
TRAVEL AND LIVING AND TRAVEL TIME EXPENSES	Billed as incurred

Billed monthly as incurred at the most economical rates.
Travel Time will be billable at $150 per hour.
Travel and Living Expenses are as follows:
Meals: Charged at Netsmart's then current daily per diem rate. The current rate is $50.00 per day
Airline: Coach Class on Major Airline including any additional fees applied by the airline
Personal Vehicle: Personal vehicle usage will be reimbursed at the currently defined rate by the IRS
Rental Car: Mid Size vehicle at local rates
Ancillaries: Gas, Tolls, Parking
Hotel: At local rates

SCHEDULE 2(c)
Netsmart Development Services

All Development Services provided by Netsmart on behalf of the Licensee will be based on the prior preparation and approval of functional specifications. Approved specifications are incorporated by reference in Schedule 2(i). Prices indicated below include the costs associated with the creation of specification and quality assurance. Additional fees for maintenance of custom software will be included in Schedule 2(b)

Unless otherwise stated below, Development Services and its attendant costs are not included under this Agreement

In the event additional Development Services are required, Netsmart will make these services available as described in Schedule 2(j)

Description	Price
Standard Conversion	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Fees for Development Services	$

SCHEDULE 2(d)
Implementation Plan

Netsmart and Licensee will formally develop and approve a detailed implementation plan within thirty (30) days of Agreement execution. Professional Services have been set based on the expectation of a three month implementation plan. In the event extensions to this plan are required, additional Netsmart Implementation Services may be required. High-level project milestones are as follows:

Project Activity	Days from Agreement Execution
Hardware installation	
Software installation	
System table definition	
Training of trainers	
Go Live	

SCHEDULE 2(e)

Netsmart Implementation Services

Description of Service	Quantity	Price
Project Management To consult and be the primary liaison with the Licensee's project manager in developing and executing the Project Implementation Plan. Project Management time allocation is based on a high level month implementation plan as described in Schedule 2(d). Any extensions to the agreed upon implementation schedule will require additional Netsmart Installation Services		
Software Installation Installation of the Licensed Programs on Licensee's hardware.		
File Build Assistance Assistance in the creation of and loading of various configuration tables.		
Training Application training on the Netsmart Programs listed in Schedule 2(a).		
Go Live Support Onsite technical and implementation assistance during the cutover from testing to production operations Post Implementation Review Onsite systems review and or training services to take place 60 days after Go-Live Support services. Transition Services Project Manager availability during the first 90 days of Licensee’s transition to maintenance.		
	TOTAL	

In the event additional Netsmart Installation Services are required, Netsmart will make these services available as described in Schedule 2(i)

SCHEDULE 2(f)
Hardware Configuration

Licensee is purchasing hardware from Netsmart.

If Netsmart is providing hardware the detailed configuration is described below.

If Licensee is acquiring their own hardware they will provide a detailed description of its intended server configuration for Netsmart's approval prior to purchase.

CLIENT WORKSTATION:

RADplus™ Workstation Requirements:

Minimum Operating Requirements:

Processor: Intel Pentium 500 MHz or greater
Operating System: Windows 2000 or greater
RAM: 512 MB
Hard-disc space: 512 MB
Monitor: VGA or higher (1024 x 768 pixels)
Mouse: Microsoft Mouse or compatible pointing device
Browser: Internet Explorer 6.0 or better

Suggested Operating Requirements:

Processor: Intel Pentium 1.3Ghz or greater
Operating System: Windows XP or greater
RAM: 1 GB
Hard-disc space: 1 GB
Monitor: VGA or higher (1024 x 768 pixels)
Mouse: Microsoft Mouse or compatible pointing device
Browser: Internet Explorer 6.0 or better

SCHEDULE 2(g)
Licensee Resources

Licensee will provide the resources described below for the implementation of the Netsmart Programs. Failure to provide these resources could compromise the project and may result in the need for additional Netsmart Implementation Services

For Avatar PM: Client Side Project Manager, Billing Subject Matter Expert(s) to cover all pay sources, DT Subject Matter Expert, Trainers for the End Users, Business Analyst, System Analyst, backups, configuration, crystal report writing, RADplus Develop
Avatar CWS: Client Side Project Manager (can be the same as the PM Project Manager),Clinical Subject Matter Experts to cover all programs of service, System Analyst (backups, configuration, crystal report writing, RADplus Development, etc), End User Train
Avatar MSO: Client Side Project Manager (can be the same as the PM Project Manager), MSO Subject Matter Experts to cover all services and funding sources
Avatar CFMS: Client Side Project Manager (can be the same as the PM Project Manager), Client Funds Subject Matter Experts
Avatar Order Entry: Client Side Project Manager (can be the same as the PM Project Manager), Orders Subject Matter Experts – for all order types that will be used, Pharmacy, Lab, Dietary, etc

SCHEDULE 2(h)
Support Services

The Support Services described in this Schedule will be performed by Netsmart subject to the terms and conditions of this License and Service Agreement.

(a) Netsmart will maintain the then current version of the Licensed Programs in substantial conformance with its Specifications as amended from time to time by Netsmart, and with applicable Federal regulatory requirements and laws. Netsmart will use commercially reasonable efforts to either:

(i) Correct any reproducible Problems or Defects in the then current or immediately prior release of Licensed Programs by Netsmart which prevent it from operating in substantial conformance with the Specifications and applicable Federal regulatory requirements; or

(ii) Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.

(b) Licensee will make requests for Support Services by giving Netsmart written notice specifying a Problem or Defect in the Licensed Programs. In making a verbal request for Support Services, Licensee will provide Netsmart within twenty four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by Netsmart.

(c) If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority 1 will be assigned when the Licensed Program or a material Licensed Program functional component is not operational, such as patient registration screen input/update/inquiry. Commercially reasonable efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days.

Priority 2 will be assigned for less critical functions, such as low impact screens and report printing errors. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.

Priority 3 will be assigned to problems not having a major impact on the Licensee's ability to run the Licensed Program but which obviously requires correction. Priority 3 problems will be responded to within ten (10) working days with a corrective plan and scheduled date for the implementation of the correction.

(d) Licensee will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Licensee's system remotely. Licensee will provide Netsmart with appropriate access credentials.

(e) On a timely basis Netsmart will also provide Licensee with:

(i) such updates as are distributed without charge to other similar Licensees which reflect modifications and incremental improvements made to the Licensed Programs by Netsmart;

(ii) an opportunity to obtain enhancements to the Licensed Programs for which charges are imposed on the same terms as such enhancements are generally made available to other Licensees;

(iii) telephone support to answer Licensee's questions about the Licensed Programs and their use.

(f) Netsmart will make technical support personnel available from 9:00 a.m. to 6:00 p.m., Netsmart local time Monday through Friday, exclusive of Netsmart holidays.

(g) If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to Hardware used by Licensee, the hardware's system software, or applicable software other than Licensed Programs, or Licensee's misuse or modification of the Licensed Programs, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Programs. Licensee will, at Netsmart's option, pay Netsmart for the cost of analyzing the reported problem at Netsmart's then prevailing time-and-materials rate.

(h) The initial term for provision of Support Services will be for a period commencing on the first day of the month following the installation of the Netsmart Programs, and continuing until the following January 1 (the "Anniversary Date"). The initial term for the provision of Support Services for Third Party Programs will be for a period commencing upon the installation of the Third Party Programs, and continuing until the following January 1 (the "Anniversary Date"). After the initial term, Support Services will be

automatically renewed on an annual basis as of each Anniversary Date unless either party gives the other written notice of termination not less than sixty (60) days prior to the next Anniversary Date, or in accordance with other provisions of this Agreement.

(i) Netsmart agrees that it will not revise the Charges for Support Services during the initial term. Netsmart will give Licensee not less than sixty (60) days written notice prior to any Anniversary Date of any revised schedule of Support Service Charges. Charges during any renewal term will not be increased by more than twice the CPI – Medical Care increase in the prior year.

(j) Absent a bona fide dispute, if Licensee fails to pay for Support Services when due, Netsmart may refuse to provide Support Services until Licensee makes payment of all Charges due. If Licensee has missed any mandatory upgrades Netsmart will also charge, and Licensee will pay, for software and services necessary to bring the Licensed Programs up to Netsmart's then-current level before Netsmart will certify that Licensee is again eligible for maintenance hereunder.

SCHEDULE 2(i)
Specifications

As set forth in the following documentation:

☐	Avatar PM User Guide
☐	Avatar PM Welcome Guide
☐	Avatar PM Kickoff Manual
☐	Avatar CWS User Guide
☐	Avatar CWS Welcome Guide
☐	Avatar CWS Kickoff Manual
☐	Avatar MSO User Guide
☐	Avatar MSO Welcome Guide
☐	Avatar MSO Kickoff Manual
☐	Avatar GLI User Guide
☐	RADplus User Guide
☐	Setup and Utilization of Third Party Reporting Software
☐	System Administration Procedures for Netsmart Systems Utilizing Cache’
☐	
☐	
☐	
☐	
☐	
☐	

Note: Electronic versions of all documentation will be delivered with the system. Licensee may make additional copies for internal use only, and will not alter or eliminate any copyright notice on any copy of the documentation.

SCHEDULE 2(j)
Optional Products and Services

Licensee may exercise the option granted to it hereunder for the purchase of the products and services listed in this Schedule, by signing and sending to Netsmart a copy of the Additional Purchase Amendment attached to this Schedule 2. Licensee may also request Netsmart to provide it with the availability and pricing for other products and services not listed in this Schedule. The purchase of additional products and services will be effective when Netsmart returns an executed copy of the Additional Purchase Amendment.

The following pricing will hold firm for a period of 12 months from the Agreement Effective Date. (Prices for Third Party Programs are subject to change by the owner or distributor of the Third Party Programs).

Optional Software

Item	License Price	Annual Maintenance
Avatar Data Warehouse Middleware (Data extract to MS-SQL or Oracle, or Caché)		
Addiction Severity Index (ASI) version 5: (Requires Avatar CWS)		
Additional RADplus Named Users		
Additional Cache' seats		

Optional Subscriptions and Services	Fee
John Wiley Treatment Planners (Requires Avatar CWS)	
Software Escrow Agreement: Netsmart maintains a 2-Party Escrow Agreement with Iron Mountain and will include Licensee as a beneficiary under such Escrow Agreement.	Initial setup fee of $500 and an annual fee of $1,200
EXTENDED SUPPORT - 24X7 PRIORITY ONE COVERAGE – What is Covered: Priority One Problems or Defects. Please see Priority One definition in Schedule 2(f) and examples below. When is it Covered: 24 hours per day, 7 days per week, 365 days per year	????? Annually
BACKUP TAPE VERIFICATION AND CERTIFICATION Your backup tapes will be tested every month to ensure and to restore integrity. An electronic and hard-copy certificate is issued for your records. See Note 1 below	$250/mo (and one-time setup of $500) *plus tape shipping charge

Infoscriber

If Infoscriber has not been purchased as part of this agreement, it is available as software subscription. Fees are expressed as monthly amounts and include all updates to libraries for drug-to-drug and pregnancy / lactation interactions and inclusions of new medications as they come available to the market. InfoChannel establishes automatic update of demographic information from Avatar over a secure Internet connection.	
Lots of 5 Prescribers:	
--Subscription Fee (includes Support Fee)	$600 *per month*
--InfoChannel (Per Root System Code):	$2000 *per year*
--Setup / Training (16 hours):	$2,500 *one-time fee*

Additional non-prescribing users (each):	$10 per month.

Additional Professional Services

In the event additional Netsmart Installation Services are required, Netsmart will make these services available at a cost of $$1,800 per day as authorized by the Licensee. This rate will remain in effect for 180 days from contract execution and then will be available at Netsmart's then current daily rate

In the event additional Netsmart Development Services are required, Netsmart will make these services available at a cost of $$1,800 per day as authorized by the Licensee. This rate will remain in effect for 180 days from contract execution and then will be available at Netsmart's then current daily rate

Notes

***1. Backup software currently supported*:**	***Backup tape media currently supported***
CA Brightstor/Arcserv	Ultrium LTO
Veritas	DLT
Microsoft Windows Back-up	DAT

Sample Additional Purchase Amendment

This is an Amendment ("Amendment") to a License Agreement dated _____, 2008, between Netsmart _____, Inc. ("Netsmart") and _____("Licensee").

The parties hereby amend the Agreement as follows:

1. All terms used in this Amendment, which are defined in the Agreement, will have the same meaning as in the Agreement.

2. Licensee agrees to license or purchase the following additional products or services:

Product/Service	Purchase/License	Charges

3. The terms and conditions of the Agreement will be applicable to the additional products or services purchased or licensed hereunder.

4. Except as amended herein, the License Agreement is hereby ratified and confirmed.

5. Payment terms:_____

_____

_____

IN WITNESS WHEREOF, Netsmart and Licensee have executed this Amendment as of the later of the dates below.

Netsmart New York Inc.

By:_____

Date:_____

Licensee

By:_____

Date:_____

Schedule 2(k)
Changes to Standard Agreement