

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of June 15, 2012 (the "Agreement Effective Date"), between Emmi Solutions, LLC, an Illinois limited liability company ("Emmi Solutions"), and Liberty Healthcare System, Inc., a New Jersey nonprofit corporation ("Client"). All references to Client in this Agreement shall include its Affiliates (as defined below).


1. **DEFINITIONS.** The following terms have the meanings set forth herein:

- (a) "Administrator" means the employee(s) of Client or a Community Physician Practice who are given access to the Application.
- (b) "Affiliate(s)" shall mean any entity directly or indirectly controlled by, controlling or under common control with Client. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity through ownership, by contract or otherwise.
- (c) "Application" means collectively (i) the Platform and (ii) the Programs described on each mutually agreed upon Statement of Work.
- (d) "Application Server" means the computer(s) operated by or on behalf of Emmi Solutions to host the Platform.
- (e) "Authorized Physician" means a physician employed by Client or a Community Physician Practice who is authorized by Client to access and use the Application for his or her patients.
- (f) "Authorized Patients" means patients (including the legal guardians, friends and relatives of such patients) of Client who are authorized by Client to receive or access the Programs.
- (g) "Client Facilities" means the locations where the Application may be used as specified on a mutually agreed upon Statement of Work.
- (h) "Community Physician Practice" means a practice or medical group that is not an Affiliate of Client and is composed of physicians who have admission privileges to Client Facilities.
- (i) "Platform" shall mean the Emmi@ service and related applications that enable Programs to be prescribed or otherwise made available to Authorized Patients.
- (j) "Programs" means those certain information programs and messages regarding health related topics that are subscribed to by Client pursuant to each mutually agreed upon and executed Statement of Work.
- (k) "Proprietary Rights" means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, domain names, trade dress, animations, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.
- (l) "Services" means all consulting, development, programming, conversion, management, operations and other service to be performed by Emmi Solutions pursuant to each mutually agreed upon executed Statement of Work.
- (m) "Statement of Work" means a description of the Application and related Services that Emmi Solutions will provide to Client and the associated fees. The initial Statement of Work is appended hereto and all Statements of Work agreed to by the parties shall be made part of this Agreement.
- (n) "User Data" means data related to an Authorized Patient that is (i) entered by or on behalf of Administrators and/or Authorized Patient in the Application and/or (ii) produced as output by the Application.

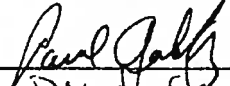
- i. Each patient must have an identifier (i.e. MRN, Patient ID, etc.) that is guaranteed unique across the entire organization.
 - ii. Interfaces do not include any services to de-duplicate patient data or create a master patient index.
6. At Emmi Solutions' discretion, third-party consultants may be employed to facilitate the integration.

IN WITNESS WHEREOF, the parties hereto have executed this SOW #1 as of the date first written above.

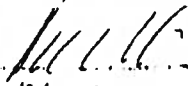
EMMI SOLUTIONS, LLC

By: 
Name: **Devin Gross**
Title: **Chief Executive Officer**

LIBERTY HEALTHCARE SYSTEM, INC.

By: 
Name: **PAUL GOLDBERG**
Title: **CFO**

LHS
LEGAL FORM APPROVED

Signature: 
Date: 11.11.12