

ADDENDUM TO:

Master Subscription Agreement and Statement of Work #1

Addendum (“Addendum”) to the “Master Subscription Agreement” and Appendix A (“Data Retention Policy”), dated as of June 12, 2012 (the “Agreement”) and the Statement of Work #1 (“SOW”), by and between EMMI SOLUTIONS, LLC, with an office at 300 W. Adams, Suite 1200, Chicago, IL, 60606 (“Emmi Solutions”) and LIBERTY HEALTHCARE SYSTEM, INC. , a New Jersey nonprofit corporation, whose principal address is 355 Grand Avenue, Jersey City, NJ 07302 (hereinafter, “Client”). The Emmi Solutions and Client are referred to each as a “Party” and collectively as the “Parties.”

The Parties agree that the Agreement is modified as follows:

1. The Client contact person for purposes of operations in connection with the product and services provided by Emmi Solutions under this Agreement is:

Rita Smith, DNP, RN
Chief Nursing Officer
Liberty HealthCare System, Inc.
355 Grand Street
Jersey City, New Jersey 07302
rsmith@libertyhcs.org

2. The definition of “Administrator” as set forth in Section 1(a) shall be revised to include “employee(s) and/or independent contractors of Client, Authorized Physicians, and/or Community Physician Practices”

The definition of “Authorized Physician” means a physician “employed or otherwise engaged by Client or a Community Physician Practice”

3. Section 2(b) is revised to add at the end the following language:
Emmi Solutions will provide at least 10 days’ notice through the Application of any new or updated Programs that will be released.

4. Section 2(c) is revised to provide that the “Subscription Terms and Conditions” are set forth on **Exhibit A** attached hereto and made a part hereof and cannot be modified without Client’s prior written consent, which shall not be unreasonably withheld.

5. Section 2(d) is revised to provide that amounts payable by Client to Emmi Solutions are due within forty-five (45) days of invoice (not 30 days).

6. Section 5(a) is revised to provide that Appendix A shall not be materially modified, revised, or changed in any manner that reduces data retention services provided

by Emmi Solutions without prior written notice to Client and opportunity for Client to accept such change or to terminate this Agreement on thirty (30) days written notice without any penalty or further obligations to pay fees hereunder.

Section 5(a) is also revised to add the following sentence: “Emmi Solutions shall provide monthly to Client’s FTP site comma-delimited files that contain the User Data maintained as part of Emmi Solutions’ Data Retention policy, and a definition of the data of each column in the files. The Data Retention Policy will be revised from time to time as mutually agreed between the Parties (at no additional charge to Client).”

7. Section 5(c) is revised to provide that in the event the Platform and or Application are not properly functioning and/or not usable by Client and/or its Authorized Patients due to an error or other problem within the control of Emmi Solutions (i.e., not Internet or other *force majeure* event) for a period of more than three (3) days occurring more often than once every thirty (30) days, Client may terminate this Agreement on thirty (30) days written notice without any penalty or further obligation to pay fees hereunder.

8. Section 6 is revised to provide that Emmi shall maintain insurance as set forth on **Exhibit B** attached hereto and made a part hereof.

9. Section 7(c) is revised to limit the cumulative liability of Emmi Solutions for damages arising out of this Agreement to three (3) times the fees actually paid by Client for the 12 month period immediately preceding any breach of this Agreement by Emmi Solutions; however this limitation shall not apply to third party claims against Client (including but not limited to claims for infringement) for which Emmi Solutions has indemnification and hold harmless obligations as set forth in Section 8 and Section 12(o) of this Agreement.

10. Section 8(b)(ii) is revised to add the words “so long as any settlement results in no liability to or admission of wrongdoing by Client.”

11. Section 12(a) is deleted and the following provision is substituted:

This Agreement and any claim, dispute or controversy between the Parties arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without regard to conflicts-of-law rules.

12. There is added to the Agreement as Sections 12(k) through (o) the following provisions:

(k) Compliance with Laws. In the performance of the Services hereunder, Emmi Solutions shall comply with all applicable federal, state and local laws, regulations and guidelines, and shall not recommend or take any actions for or by Client that a reasonable person in Emmi Solutions’ business would know or should know violate any such laws. When on Client’s premises, Emmi Solutions shall also comply with Client’s applicable polices provided to Emmi Solutions.

(l) HIPAA. Client agrees that in order to provide the services hereunder, Emmi Solutions will or may have access to and/or store Protected Health Information. Emmi Solutions agrees to use and disclose any Protected Health Information to which it is exposed or will have access, in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). Emmi Solutions shall execute a Business Associate Agreement in the form set forth on Exhibit C attached hereto and made a part hereof.

(m) Not Barred. Emmi Solutions warrants that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been convicted of a criminal offense related to healthcare, debarred, suspended, declared ineligible, or excluded from participating with Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement, and Emmi Solutions shall immediately notify Client of any change in the status of the representations set forth in this section. Client may terminate this Agreement immediately upon the occurrence or notification of any of the above.

(n) Access to Books and Records. If applicable, the parties agree to make books and records available and to require any subcontractor to make books and records available, upon request of the Secretary of the U.S. Department of Health and Human Services or the Comptroller General of the United States or their duly authorized representatives for up to four (4) years following the furnishing of goods or services under this Agreement to the extent required by Section 1861(v) (1) (I) of the Social Security Act.

(o) Indemnification. Emmi Solutions agrees to indemnify, defend and hold harmless Client and its employees, contractors, trustees, and its Administrators from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation), brought or otherwise claimed by third parties, arising out of or relating to Emmi Solutions’ breach of this Agreement and/or its negligence or willful misconduct, except to the extent that any such claim, liability, obligation, damage, cost or expense is caused by the negligence or willful misconduct of Client.

(p) Survival. All provisions of this Agreement and any SOW that by their terms suggest or require survival shall survive the termination of this Agreement and the SOW, as the sense requires.

The "Statement of Work #1" is revised as follows:

1. Section 1 is revised to add that the following language: "A further description and specifications of the Application is set forth on Exhibit D. A list of the Programs currently available in the EmmiEngage™ + Library is set forth on Exhibit E."

2. Section 2(b)5. shall be clarified to ensure that Emmi Solutions shall provide to Client in connection with an actual or potential legal claim all available data and information reasonably requested by Client and/or its legal counsel, including User Data set forth in the Data Retention Policy and all Program content related to that User Data. Emmi Solutions will provide for Client sufficient information in connection with any actual or potential legal claim so that Client will be able to determine what content was presented to the Authorized Patient and any interactions such Authorized Patient had with the Program.

3. All reports described in Section 2(b) to Client will be in excel or .pdf format and at such intervals as shall be reasonably acceptable to Client.

4. Section 3 is revised to include the following language: "The Application shall be rolled out to Authorized Physicians, Administrators and Community Physician Practices in accordance with a roll out schedule to be determined by Client."

5. The email and address to whom invoices shall be addressed is as follows:

Liberty HealthCare System, Inc.
355 Grand Street
Jersey City, NJ 07302
Attention: Paul Goldberg
Email: pgoldberg@libertyhcs.org

6. Section 6d.2 is revised to specify that Client has requested Integration Services and to add the following: "Emmi Solutions will not charge Client for any third-party expenses unless covered under a separate Statement of Work mutually agreed to by both parties. There is no third party expense SOW connected with this SOW#1."

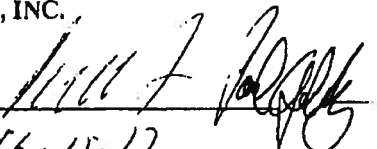
Except as modified above, the Agreement remains in full force and effect without amendment. In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall control.

EMMI SOLUTIONS, LLC

Signature: 
Name: Devin Gross
Chief Executive Officer

6/15/2012

**LIBERTY HEALTHCARE
SERVICES, INC.**

Signature: 
Name: Paul Goldberg