

HealthEngine

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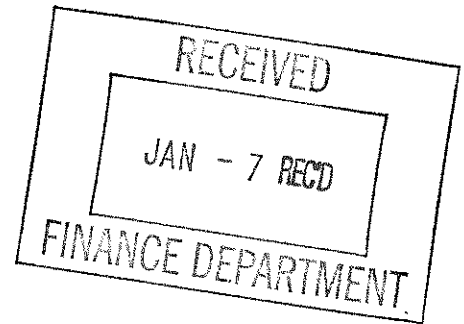
January 5, 2015

Hi Denise,

Enclosed you will find the signed contract. Please let me know if you need anything.

Take Care,

Melissa Eckl



TECHNOLOGY LICENSE AND SERVICE AGREEMENT

BY AND AMONG

HEALTHENGINE LLC

116 West Hubbard Street | Suite 7 | Chicago, Illinois, 60654

AND

VILLAGE OF ORLAND PARK, ILLINOIS

Date

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TECHNOLOGY LICENSE AND SERVICE AGREEMENT

THIS TECHNOLOGY LICENSE AND SERVICE AGREEMENT (this "AGREEMENT") is entered into as of _____ in Chicago Illinois by and among the following Parties:

(1) HEALTHENGINE LLC, a company of limited liabilities incorporated under the laws of Delaware with its legal address at 116 West Hubbard Street, Suite 7, Chicago, Illinois, 60654.

(2) Village of Orland Park as a "CLIENT" individually, and collectively "CLIENT"

WHEREAS:

- (1) HEALTHENGINE is a healthcare services and technology company, which owns and licenses technology providing software solutions and concierge services (the "Services") to its CLIENTs for the following:
 - (a) HEALTHENGINE works within the healthcare marketplace to collaborate with various medical providers in order to improve upon pricing, service, and quality information available to patients.
 - (b) HEALTHENGINE will display any improved rates achieved alongside CLIENT's current insurance carrier rates (wherever available) or alongside best available public information or estimations.
 - (c) HEALTHENGINE will provide, where necessary and appropriate, non-clinical concierge support to aid in understanding of current billing terminology, choice options, support in expensive bill negotiation, and understanding of available rates in the market; and
 - (d) HEALTHENGINE will provide a resource to COVERED PERSONS who wish to voluntarily participate in the services offered.
- (2) Village of Orland Park (hereafter "CLIENT")
 - a. CLIENT will make information about the Services provided by HEALTHENGINE available to its employees and allow HEALTHENGINE to make presentations to groups of employees who wish to obtain further information.
 - b. CLIENT will allow HEALTHENGINE, as required, to engage with its employees through seminar and other manners that CLIENT sees fit.
 - c. CLIENT shall use all reasonable efforts to work with HEALTHENGINE in positively incentivizing its employees to engage in making value-based healthcare decisions.
- (3) It is understood and agreed that any of CLIENT's employees who participate in any service provided by HEALTHENGINE shall do so on an entirely voluntary basis and that no employee of CLIENT shall be compelled to provide any information to HEALTHENGINE or to

participate in any service provided by HEALTHENGINE. All claims information, if any, shall be provided by COVERED PERSONS who wish to provide such information and not by CLIENT. Notwithstanding the preceding, CLIENT will provide simple authorization for HEALTHENGINE to receive and analyze CLIENT's HIPAA-compliant and redacted claims data from the CLIENT's insurance carrier.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITION

1.1 Unless to be otherwise interpreted by the terms or in the context herein, the following terms in this Agreement shall be interpreted to have the following meanings:

HEALTHENGINE RATES: A HEALTHENGINE rate is a collaborative and dynamic rate that is established in the market with healthcare providers. HEALTHENGINE rates work alongside the existing payor rates and network and do not require any shift in current coverage or health plans.

HEALTHENGINE SOFTWARE SOLUTION AND MARKETPLACE: The web solution and marketplace is a 'software as a service' (SaaS) solution that provides the direct consumer/covered person access to visualize best available pricing as well as HEALTHENGINE rates.

COVERED PERSONS: an employee of CLIENT or a dependent or beneficiary of an employee of CLIENT who is a participant in CLIENT's group health plan and who has voluntarily elected in writing to participate in any service provided by HEALTHENGINE.

CONSUMER TERMS AND CONDITIONS: Terms that govern each individual's interaction and use of the software portal and concierge service that HEALTHENGINE provides.

PAYOR(s): means the party responsible for paying for Covered Procedures provided to Covered Persons.

INSURANCE CARRIER: In the case of a self-funded plan, the administrator of network claims and payment processing.

CLIENT CARRIER RATES: These are current rates that the insurance carrier has agreed upon in a market with in-network healthcare providers and that are considered the available network for a given healthcare plan.

SERVICES: HEALTHENGINE's suite of services and technologies empowering employees seeking to become increasingly engaged as healthcare consumers.

ARTICLE 2 - LICENSES AND SERVICES BY HEALTHENGINE

2.1 HEALTHENGINE agrees to provide the CLIENT with such technology license and services as follows:

(1) to grant the license for the CLIENT to provide access for their individual covered persons/beneficiaries to use the HEALTHENGINE PORTAL AND MARKETPLACE SaaS solution for business healthcare operations,

2.2 All mechanics and software provided by HEALTHENGINE hereunder shall belong, in terms of ownership, to HEALTHENGINE, while the CLIENT shall only have the right to use the same during the valid term of this Agreement only.

ARTICLE 3 - TECHNOLOGY LICENSE AND SERVICE FEES

3.1 The Technology License and Service Fees to be charged by HEALTHENGINE for its provision of technology license and services hereunder shall be as follows:

- a. CLIENT is responsible for 50% of actual savings generated from HEALTHENGINE's newly negotiated carrier rates if a COVERED PERSON elects to utilize a healthcare provider agreeing to accept said rates. No additional payment shall be required from CLIENT to HEALTHENGINE as all revenue to HEALTHENGINE shall be obtained based solely on actual savings obtained through the efforts of HEALTHENGINE working with CLIENT's COVERED PERSONS and their healthcare providers.
- b. all rates advertised on the HEALTHENGINE portal and live marketplace include all appropriate fees to HEALTHENGINE

ARTICLE 4 - EXCLUSIVITY

4.1 Without the prior consent in writing by HEALTHENGINE, CLIENT may not accept any technical services on the licensed software provided by HEALTHENGINE from any other third parties.

ARTICLE 5 - INTELLECTUAL PROPERTY

5.1 The rights of intellectual property concerning the work product created during the process of services provision by HEALTHENGINE hereunder shall belong to HEALTHENGINE.

5.2 For the purpose of performance hereof, the CLIENT may use the HEALTHENGINE Technology according to this Agreement. However, nothing in this Agreement grants any of HEALTHENGINE technology to be used by the CLIENT for anything else, including but not limited to sub-licensing and further licensing the same.

ARTICLE 6 - CONFIDENTIALITY

6.1 No matter if this Agreement is terminated or not, the Parties shall be obliged to keep in strict confidence the commercial secret, proprietary information and customer information in relation to other Parties and any other non-open information of other Parties which they may become aware of as the result of their performance hereof (collectively, "CONFIDENTIAL INFORMATION"). HEALTHENGINE recognizes and agrees that this Technology License and Service Agreement is a public contract that is subject to public disclosure pursuant to the Illinois Open Meetings Act and the Illinois Freedom of Information Act, and that this Agreement is not considered CONFIDENTIAL INFORMATION. Unless with prior consent of such other Parties in writing or required to disclose to parties other than Parties hereof according to relevant laws, regulations or listing rules, no Party shall disclose the Confidential Information or any part thereof to any parties other than Parties hereof; unless for the purpose of performance hereof, no Party shall use directly or indirectly the Confidential Information or any

part thereof for any other purposes, or it shall bear the default liability and indemnify the losses.

6.2 Upon termination of this Agreement, the Parties shall, upon demand by other Parties providing the Confidential Information, return, destroy or otherwise dispose of all the documents, materials or software containing the Confidential Information and suspend using such Confidential Information.

6.3 Notwithstanding any other provisions herein, the validity of this Article shall not be affected by the suspension or termination of this Agreement.

6.4 Regarding Patient Confidential Information, HEALTHENGINE and CLIENT shall comply at all times with state and federal statutes and regulations governing the confidentiality of medical, personnel and financial records of the CLIENT or their Covered Persons, and, where applicable, the Business Associate Agreement between the parties, and shall follow all required procedures for assuming such confidentiality.

ARTICLE 7 - PERFORMANCE REPORTING

7.1 Should HEALTHENGINE'S enrollment of COVERED EMPLOYEES represent at least one hundred (100) eligible COVERED EMPLOYEES, HEALTHENGINE shall undertake performance reporting activities on behalf of the CLIENT as set out in this section.

7.2 On not less than a quarterly basis, and not later than 15 days from the completion of a calendar year quarter, HEALTHENGINE shall provide to CLIENT all claims utilization information through HEALTHENGINE's portal, pertaining to the CLIENT's employees' claims to the best of its ability, including a comparison of HEALTHENGINE negotiated rates for those services rendered to a user against incumbent discount rates by the incumbent health carrier.

7.3 In addition to the quarterly reports, HEALTHENGINE shall provide to CLIENT an annual report of aggregate utilization and comparison as referenced in Sec. 7.1.

7.4 HEALTHENGINE shall assist CLIENT with other performance measures, as may be developed from time to time, as agreed upon by both parties.

ARTICLE 8 - RIGHT TO ENGAGE CLIENT EMPLOYEES

8.1 CLIENT shall provide HEALTHENGINE reasonable access to employees in an effort to facilitate voluntary enrollment with HEALTHENGINE. CLIENT shall provide HEALTHENGINE availability to CLIENT conference room space not less than two (2) hours per calendar year quarter (8 hours per year) to allow for employees to learn about HEALTHENGINE'S services. Said location and hours of use of conference facilities will be determined by the CLIENT.

8.2 CLIENT agrees to allow HEALTHENGINE to display its services and written materials during the CLIENT'S annual wellness screening for employees during the hours of those screenings.

8.3 CLIENT shall provide an introductory presentation of its services to CLIENT employees during Calendar Year 2015 at a time and location to be mutually agreed to by both parties.

8.4 CLIENT and HEALTHENGINE agree to identify other reasonable methods of communication of HEALTHENGINE'S services, including email pushes by the CLIENT regarding HEALTHENGINE'S services, social media, intranet, etc.

ARTICLE 9 - UNDERTAKINGS AND GUARANTEES

HEALTHENGINE hereby undertakes and guarantees that:

9.1 It is a company of limited liabilities duly registered and legally existing under the laws with independent legal person status, and with full and independent status and legal capacity to execute, deliver and perform this Agreement, and may act independently as a subject of actions;

9.2 It has full internal power and authority within its company to execute and deliver this Agreement and all the other documents to be entered into by it in relation to the transaction referred to herein, and it has the full power and authority to complete the transaction referred to herein. This Agreement shall be executed and delivered by it legally and properly, and constitutes the legal and binding obligations on it and is enforceable on it in accordance with its terms and conditions;

9.3 It has all business licenses necessary for its business operations as of the effective date of this Agreement, has full rights and qualifications to engage in its currently engaged businesses, may perform its obligations hereunder, and will maintain, during the valid term of this Agreement, the validity of all its such business licenses; and

9.4 It shall inform promptly CLIENT of any litigation it is involved in and other disadvantageous circumstances that may affect the performance hereof, and shall endeavor at its best efforts to prevent the deterioration of losses caused by such litigation or other disadvantageous circumstances.

9.5 HEALTHENGINE will provide appropriate and legally enforceable consent forms and HIPAA releases for all COVERED PERSONS who elect to participate in any of the services provided by HEALTHENGINE.

9.6 HEALTHENGINE will indemnify and hold harmless, protect and defend, at its own cost and expense, CLIENT, its officers, officials, board, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of CLIENT, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, including without limitation claims based on a violation of any law or extant contracts at the time of this Agreement, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of HEALTHENGINE, its officers, agents and/or employees, including any of its subcontractors, arising out of or in performance of any provision of this Agreement.

9.7 HEALTHENGINE's obligations under this Article are conditioned on: (i) HEALTHENGINE receives prompt notice in writing of such claim; (ii) HEALTHENGINE shall have sole control over the defense and settlement thereof; (iii) reasonable cooperation from CLIENT, as applicable, (at HEALTHENGINE's expense) in response to HEALTHENGINE's request for assistance, and (iv) CLIENT not being in breach of this Agreement. HEALTHENGINE will have no obligation of defense or indemnification or otherwise with respect to any claim or demand

based upon (i) any use of the HEALTHENGINE Services not in accordance with this Agreement or for purposes not intended by HEALTHENGINE; (ii) any use of the Services in combination with other products, equipment, software, or data not intended, recommended, supplied, or approved by HEALTHENGINE in writing; (iii) any modification of the Services made by or content provided by any person other than HEALTHENGINE.

9.8 During the term of this Agreement, HEALTHENGINE shall provide and maintain liability insurance in amounts and types as required by CLIENT, written on the comprehensive form and as "occurrence" policies, primary to any insurance of CLIENT, in not less than the specified amounts, and naming CLIENT as an additional insured. HEALTHENGINE shall furnish to CLIENT, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies. Said certificates shall list CLIENT and its officers, officials, board, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

9.9 HEALTHENGINE warrants to CLIENT that all activities it undertakes pursuant to this Agreement are in full compliance with all State and federal laws and regulations.

9.10 CLIENT shall allow HEALTHENGINE to satisfy itself that the provision of Services hereunder will not cause a violation or breach of any agreement that CLIENT is currently a party to. In the event that HEALTHENGINE determines that such a violation or breach may occur, the parties agree to negotiate in good faith in an effort to resolve the issue. If the issue cannot be resolved in this manner, either party may terminate this Agreement immediately.

ARTICLE 10 - AGREEMENT TERM

10.1 This Agreement shall be effective on the date that it is approved by CLIENT's corporate authority and shall be effective for a period of two (2) years from said date. CLIENT and HEALTHENGINE shall each have the right to terminate this Agreement at any time and for any reason, by providing thirty (30) days written notice.

10.2 Upon termination of this Agreement, each Party shall continue to abide by its obligations under Articles 3 and 6 hereunder.

ARTICLE 11 - NOTICE

11.1 Any notice, request, demand and other correspondences made as required by or in accordance with this Agreement shall be made in writing and delivered to the relevant Party.

11.2 The abovementioned notice or other correspondences shall be deemed to have been delivered when it is transmitted if transmitted by facsimile or telex; it shall be deemed to have been delivered when it is delivered if delivered in person; it shall be deemed to have been delivered five (5) days after posting the same if posted by mail.

ARTICLE 12 - FORCE MAJEURE

In the event of earthquake, typhoon, flood, fire, war, computer virus, loophole in the design of tooling software, internet system encountering hacker's invasion, change of policies or laws, and other unforeseeable or unpreventable or unavoidable event of force majeure, which directly prevents a Party from performing this Agreement or performing the same on the agreed condition, the Party encountering such a force majeure event shall forthwith issue a notice by a facsimile and, within thirty (30) days, present the documents proving the details of such force majeure event and the reasons for which this Agreement is unable to be performed or is required to be postponed in its performance, and such proving documents shall be issued by the notarial office of the area where such force majeure event takes place. The Parties shall consult each other and decide whether this Agreement shall be waived in part or postponed in its performance with regard to the extent of impact of such force majeure event on the performance of this Agreement. No Party shall be liable to compensate for the economic losses brought to the other Parties by the force majeure event.

ARTICLE 13 - MISCELLANEOUS

13.1 This Agreement shall be prepared in the English language in two original copies, with each involved Party holding one (1) copy hereof.

13.2 The formation, validity, execution, amendment, interpretation and termination of this Agreement shall be subject to the Laws of the State of Illinois and of the United States of America.

13.3 Any disputes arising hereunder and in connection herewith shall be attempted to be settled through consultations among the Parties.

13.4 Any rights, powers and remedies empowered to any Party by any provisions herein shall not preclude any other rights, powers and remedies enjoyed by such Party in accordance with laws and other provisions under this Agreement, and the exercise of its rights, powers and remedies by a Party shall not preclude its exercise of its other rights, powers and remedies by such Party.

13.5 Any failure or delay by a Party in exercising any of its rights, powers and remedies hereunder or in accordance with laws (the "PARTY'S RIGHTS") shall not lead to a waiver of such rights, and the waiver of any single or partial exercise of the Party's Rights shall not preclude such Party from exercising such rights in any other way and exercising the remaining part of the Party's Rights.

13.6 The titles of the Articles contained herein shall be for reference only, and in no circumstances shall such titles be used in or affect the interpretation of the provisions hereof.

13.7 Each provision contained herein shall be severable and independent from each of other provisions, and if at any time any one or more articles herein become invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions herein shall not be affected as a result thereof.

13.8 Once executed, this Agreement shall replace any other legal documents entered into by the relevant Parties hereof in respect of the same subject matter hereof.

13.9 Any amendments or supplements to this Agreement shall be made in writing and shall take effect only when properly signed by the Parties to this Agreement.

13.10 No Party shall assign any of its rights and/or obligations hereunder to any parties other than the Parties hereof without the prior written consent from the other Parties.

13.11 This Agreement shall be binding on the legal successors of the Parties.

EXECUTION PAGE

IN WITNESS HEREOF, the Parties have caused this Technology License and Service Agreement to be executed as of the date first hereinabove mentioned.

Village of Orland Park


Signature

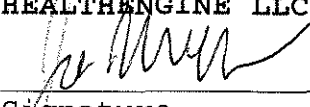
Paul G. Grimes
Please print name
Village Manager

Title

Date

12/19/14

HEALTHENGINE LLC


Signature

Jonathan Weiss
Please print name

CEO
Title

Date

1/5/15

