On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

**Multiple Award Schedule (MAS) Contract**

**Contract number GS-35F-286BA**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Effective: March 25, 2014 – March 26, 2024

Softek Illuminate, Inc.
4500 West 89th Street, Suite 100
Prairie Village, KS 66207-2295
913-981-5263

www.goilluminate.com

Business size – Small

Last Updated: March 27, 2019 – Modification PO-0015
1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.
SIN 511210 – Software Licenses – Please see end of document for item descriptions and awarded prices.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: Softek Illuminate System Server Configuration - $2,141.06

1c. Hourly Rates – Not applicable.

2. Maximum order: $500,000

3. Minimum order: None

4. Geographic coverage (delivery area).

5. Point of production: Overland Park, KS (Johnson County)

6. Discount from list prices or statement of net price: please see pricing at the end of this document.

7. Quantity discounts: None

8. Prompt payment terms: 1%, 10; Net 30 otherwise. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items – None.

11a. Time of delivery: 30 days a.r.o.

11b. Expedited Delivery. Items available for expedited delivery are noted in this price list.

11c. Overnight and 2-day delivery: The schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements: This contract contains the “Urgent Requirements” clause and agencies may contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point: Destination
13a. Ordering address: 7299 W. 98th Terrace, Suite 130, Overland Park, KS 66212-2256

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address: 7299 W. 98th Terrace, Suite 130, Overland Park, KS 66212-2256

15. Warranty provision: Standard Commercial Warranty

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance: None

18. Terms and conditions of rental, maintenance, and repair: Not applicable.

19. Terms and conditions of installation: Not applicable.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not applicable.

20a. Terms and conditions for any other services: please see attached End User License Agreement (EULA) negotiated by GSA.


22. List of participating dealers: None

23. Preventive maintenance: Not applicable

24a. Special attributes such as environmental attributes: None

24b. Section 508 compliance information is available on request from Softek Illuminate, Inc. The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number: 080435250

26. Contractor is registered in the System for Award Management (SAM) database.
<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>UOM</th>
<th>GSA Price</th>
<th>SIN</th>
<th>COO</th>
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<tbody>
<tr>
<td>SVR-CONF</td>
<td>Softek Illuminate System server configuration</td>
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<td>$2,141.06</td>
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<td>US</td>
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<tr>
<td>DATA100-RAD</td>
<td>Softek Illuminate Data source configuration and set-up for Radiology</td>
<td>EA</td>
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<td>DATA100-PATH</td>
<td>Softek Illuminate Data source configuration and set-up for Pathology</td>
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<td>$8,564.23</td>
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<tr>
<td>DATA100-LAB</td>
<td>Softek Illuminate Data source configuration and set-up for Laboratory</td>
<td>EA</td>
<td>$8,564.23</td>
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<td>US</td>
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<tr>
<td>DATA100-OTH</td>
<td>Softek Illuminate Data source configuration and set-up for other data feed</td>
<td>EA</td>
<td>$8,564.23</td>
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<td>DATA-HIST-OTH</td>
<td>Softek Illuminate Historical Synchronization for other data feed</td>
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<tr>
<td>INS-T1</td>
<td>Softek Illuminate Annual Operation Fee: Insight for Radiology (hospital annual rad procedures &lt;149,999) with up to 35 authorized users</td>
<td>EA</td>
<td>$25,692.70</td>
<td>511210</td>
<td>US</td>
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<tr>
<td>INS-T2</td>
<td>Softek Illuminate Annual Operation Fee: Insight for Radiology (hospital annual rad procedures btwn 150,000 and 299,999) with up to 50 authorized users</td>
<td>EA</td>
<td>$34,256.93</td>
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<tr>
<td>INS-T3</td>
<td>Softek Illuminate Annual Operation Fee: Insight for Radiology (hospital annual rad procedures btwn 300,000 and 499,999) with up to 70 authorized users</td>
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<tr>
<td>ANA-T1</td>
<td>Softek Illuminate Annual Operation Fee: Analytics; Business Intelligence Data Cube (hospital annual rad procedures &lt;149,999)</td>
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<td>$17,128.46</td>
<td>511210</td>
<td>US</td>
</tr>
<tr>
<td>ANA-T2</td>
<td>Softek Illuminate Annual Operation Fee: Analytics; Business Intelligence Data Cube (hospital annual rad procedures between 150,000 and 299,999)</td>
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<td>ANA-T3</td>
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<td>$21,410.58</td>
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<tr>
<td>ACK-T1</td>
<td>Softek Illuminate Annual Operation Fee: ActKnowledge; Unexpected Findings (hospital annual rad procedures &lt;149,999)</td>
<td>EA</td>
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<td>US</td>
</tr>
<tr>
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</tr>
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<td>EA</td>
<td>$25,692.70</td>
<td>511210</td>
<td>US</td>
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<tr>
<td>OP-T1</td>
<td>Softek Illuminate Annual Operation Fee: OnPatrol; Physician Referral Tracking/Trending (hospital annual rad procedures &lt;149,999)</td>
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<td>EA</td>
<td>$8,564.23</td>
<td>511210</td>
<td>US</td>
</tr>
</tbody>
</table>
his Agreement (the “Agreement”) is made as of this date of acceptance (the “Agreement date”) by and between Softek Illuminate Inc. (hereinafter referred to as “Softek”) a Kansas corporation at 7299 98th Terrace, Suite 130, Overland Park, Kansas, and the GSA Customer obtaining such products. Each of Softek and the GSA Customer is a “Party” and are collectively, the “Parties”.

WHEREAS, Softek has developed certain alerting, messaging, collaboration, teaching file data indexing and query software (hereinafter referred to as “Illuminate” as defined below) that runs in association with the GSA Customer’s existing PACS (Picture Archiving Communication System) solution; and

WHEREAS, GSA Customer desires to subscribe to Illuminate and Softek is willing to allow GSA Customer to obtain a subscription of Illuminate in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following definitions shall apply:

   (a) “Illuminate” shall mean a server-based alerting messaging collaboration teaching file, data indexing and query software system developed by Softek for use with a GSA Customer’s existing PACS solution (versions of such declared approved by Softek), in object code form, in the form and content existing as of the date first obtained, or as updated, and all updates, revisions, and Softek-selected enhancements supplied by Softek during the term of this Agreement.

   (b) “Server” shall mean the computer server and devices specified by Softek upon which Illuminate will be installed.

   (c) “Illuminate Modules” shall mean major or minor components of Illuminate packaged, offered and distributed by Softek within Illuminate, selected by GSA Customer for use with the Illuminate System to increase functionality and stated on each A Customer’s Purchase Order.

   (d) “Illuminate documentation” shall mean the Illuminate help files software documentation work book and users’ manual of Illuminate provided by Softek to GSA Customer during installation and training, and throughout the Term as necessary.

   (e) “Illuminate System” shall mean collectively Illuminate Documentation, and the Illuminate Modules offered by Softek and selected by the GSA Customer.

2. **Grant of License.** Subject to payment terms set forth in the underlying GSA Schedule Contract and any specific, negotiated terms on the GSA Customer’s Purchase Order and compliance with the terms and conditions hereof, during the Term (defined
below) of this Agreement, Softek hereby grants to GSA Customer, and GSA Customer hereby accepts, a non-exclusive and non-transferable license to use the Illuminate System.

3. **Term.** GSA Customer’s right to use the Illuminate System shall become effective per the terms of the GSA Contract and the GSA Customer Purchase Order. This Agreement shall commence on the Effective Date continuing in force per the terms of the Purchase Order.

4. **Consent.** Whenever either Party’s consent approval or similar action is required by the Agreement, it will not be unreasonably delayed or withheld, nor exceed thirty (30) days to respond.

5. **Exclusive Use and Benefit.** GSA Customer agrees that the Illuminate System shall be used exclusively by GSA Customer’s employees and any duly authorized contractors, agents and or consultants (collectively referred to as “employees” hereinafter) assisting in operations and research at GSA Customer site. Unauthorized parties and or programmed automated access and use are not permitted. The use will be limited and monitored to the maximum number of Named User Licenses defined as Authorized User Accounts per the terms of the Purchase Order (the “Authorized User Accounts”). GSA Customer agrees that each Named User shall represent an individual person and that no anonymous Named User, common group User Account, or other similar non-identifiable individual Named User accounts are permitted. GSA Customer agrees that neither it, nor any of its employees will reverse engineer, disassemble, or decompile any software object code, or otherwise derive, or attempt to derive, any source code from or of the Illuminate System. The GSA Customer shall not load any additional software on the Illuminate System without the prior written consent of Softek. The GSA Customer shall not remove, obscure or modify any copyright, trademark or other proprietary rights notices that are contained in or on the products provided. The GSA Customer will supervise, manage and control the Illuminate System and security thereof at the GSA Customer’s location. The GSA Customer acknowledges and agrees that at all times the Illuminate System delivered to the GSA Customer and all copies thereof are and shall remain the sole property of Softek.

6. **Fees.** All Pricing and Fees with be solely determined by the terms of the underlying GSA Schedule Price List, the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order.

7. **Audit Rights.** Softek shall have the right, subject to Government security requirements, on reasonable prior written notice to the GSA Customer, and no more than twice annually, with advance notice and without interruption to GSA Customer’s business to enter GSA Customer’s premises or access GSA Customer’s systems during normal business hours and audit A Customer’s relevant records and computer equipment for the purpose of verifying A Customer’s use of the Illuminate System in accordance with the terms of this Agreement.

Softek will bear the expense of any audit. In the event of any underpayment, Softek shall immediately notify the GSA Customer and afford it the opportunity to execute a new GSA Customer Purchase Order for any undisputed number of licenses required to bring the GSA Customer into compliance with this Agreement.

8. **Intellectual Property Rights.** Each Party owns and shall retain all right, title and interest in and to any and all intellectual property of such Party originated or developed prior to the Agreement Date, or independently developed materials or works of authorship and intellectual property rights embodied therein, subject to any licenses provided by one Party to the other in this Agreement or as otherwise agreed to in writing. Title to any design materials,
specifications, report formats, code, or programming (whether suggested or requested by GSA Customer or otherwise) including applicable intellectual property rights that are developed by Softek pursuant to or during the Term of this Agreement shall pass in its entirety to Softek, free and clear of all liens, claims, or security interests.

9. Payment. Payment terms shall be determined by the terms of the underlying GSA Schedule Contract and any specific, negotiated terms on the GSA Customer’s Purchase Order.

11. Maintenance, Additions, and Attachments; Collocation. GSA Customer shall not incorporate or attach any software, additions or attachments to the Illuminate System or modify the Illuminate system in any way without Softek’s prior written consent. GSA Customer shall not reverse engineer, decompile, or disassemble any part of the Illuminate System. As part of the consideration of this Agreement, GSA Customer shall prepare and maintain the site for the Illuminate System, including, but not limited to, providing power and environmental requirements, wiring, and communications lines, and for obtaining and maintaining all necessary permits, licenses and certifications, including, without limitation, any and all rights to allow the interface exchanges required between the Illuminate System and the GSA Customer’s user. The GSA Customer shall include the Illuminate System in any Change Control Management process that the GSA Customer maintains which involves changes to, or additions of environmental configurations that the Illuminate System is reliant upon. Subject to Government security requirements, the GSA Customer grants to Softek reasonable access and use of its facilities and equipment as necessary for the installation, operation and maintenance of the Illuminate System. The GSA Customer shall provide Softek high-speed remote access capabilities (T1 speeds or higher) to the Illuminate System via VPN or Citrix access, as determined by the agreement of the Parties. Such access shall be available to Softek so that Softek can provide the services in accordance with the underlying GSA Schedule Contract provided that the Parties agree to comply with the terms of this Agreement.

12. Confidential Information. All information, including, but not limited to, operational procedures, product or pricing information, business practices, installation techniques, maintenance procedures, services and support, methods, strategies, plans, service protocols, and other information related to the Illuminate System including any patient personal health information that has not been de-identified (collectively the “Proprietary Information”) furnished or disclosed by either Party to the other Party, shall remain the property of the disclosing Party unless otherwise mutually agreed upon in writing or otherwise provided herein. Each Party will maintain the confidentiality of, and will not disclose or use any Proprietary Information of the other, without the prior express written consent of the Party to whom the Proprietary Information belongs (the "Owner"), except as permitted by this Agreement. Each Party agrees that it: (a) will limit access to the Proprietary Information of the Owner only to those of its employees who require access to the Proprietary Information; and (b) will ensure that those persons are bound by confidentiality obligations to the Owner no less strict than those set out in this Agreement. This Paragraph shall survive the termination of this Agreement.

13. System Data. The GSA Customer intends to use the Illuminate System to enter various radiological studies case reports and other information (collectively the “System Data”). The GSA Customer shall own the System Data it enters into the Illuminate System, and hereby grants to Softek, subject to government security requirements access to, and analysis of, the
System Data resident within the Illuminate System, with the intention that Softek would develop future enhanced software that benefits the health community. GSA Customer grants to Softek upon request and free of charges, a copy of the collected System Data, but only after all such data has been "de-identified" (as such term is defined and/or described in the Health Insurance Portability and Accountability Act of 1996, and amendments thereto "HIPAA") prior to any delivery of, access by, or use by Softek in any storage location outside of the Illuminate System. Softek shall utilize appropriate software tools to de-identify such data so that oftek’s use thereof shall be in compliance with HIPAA and any other applicable laws and regulations. Should the GSA Customer export or elect to copy for back-up purposes the System Data and/or other data from the Illuminate System at any time, the GSA Customer shall be wholly responsible for this action, including the security and handling of such data. Softek shall not in any way be responsible for either the GSA Customer’s action to export or copy the data or the future of such System Data, in any form. Additionally, should such exported or copied data be utilized for a refresh or rebuild of the Illuminate System, and the data is faulty or fails to duplicate the data that resided on the Illuminate System, Softek shall not be held accountable.

14. **Performance Data.** The Illuminate System collects and reports certain statistical information data about the use of the Illuminate System, including, but not limited to access times, benchmarking results, functionality use and other statistics and performance data (collectively, the "Performance Data"). As between GSA Customer and Softek, Softek shall own the Performance Data and hereby grants to GSA Customer a fully-paid license for access to and use of the Performance Data. Softek shall, upon request by GSA Customer, provide GSA Customer with access to Performance Data.

15. **Indemnification.** Softek agrees to defend, indemnify and hold GSA Customer harmless from and against any claim, suit, demand, or action alleging that the Illuminate System or any component thereof infringes a copyright, trade secret, or patent of any third party recognized under the laws of the United States, and Softek shall indemnify GSA Customer against all costs, e penses reasona le attorney’s fees and damages arising from any such claim suit demand or action; provided that: (i) GSA Customer shall give Softek prompt written notice of such claim, suit, demand, or action; (ii) Softek shall cooperate with the Government in the defense and settlement thereof; and, (iii) Softek will be given an opportunity to intervene in any suit or claim filed against the Government, at its own expense, through counsel of its choosing. Nothing contained herein shall operate in derogation of the U. . department of justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. f a temporary or final in unction is o  tained against A Customer’s use of the Illuminate system or any portion thereof by reason of infringement of a U.S. copyright, trade secret, or U.S. patent, Softek shall at its option and expense (a) work with the Government to procure for the GSA Customer the right to continue to use the Illuminate System; (b) replace or modify the Illuminate System or such infringing portion thereof so that it no longer is infringing, so long as the utility or performance of the Illuminate System is not adversely affected by such replacement or modification; or (c) refund the fees actually paid by the GSA Customer for the applicable infringing Illuminate System, less depreciation. The foregoing shall be the GSA Customer’s sole and e clusive remedy and oftek’s sole and e clusive o ligation for any Claim arising under this Paragraph. Softek shall have no liability to the GSA Customer for any infringement claim, suit, demand, or action that is based upon or arises out of the use of the Illuminate System or any component thereof in combination with any third party system, equipment or software in the event that, but for such use, no such claim of infringement could be bought. Softek shall have no
liability to the GSA Customer for any claim, suit, demand, or action arising from (aa) the Illuminate System being modified by any third party other than Softek; (bb) the GSA Customer’s use of the Illuminate System with computer equipment or programs not approved by Softek; (cc) Softek’s use copying or distribution of specifications designs programs formats algorithms documentation, databases or other information or materials supplied by the GSA Customer or the GSA Customer’s agents or (dd) the GSA Customer’s use of other than the most current version of the Illuminate System, if a non-infringing version has been made generally available by Softek and such claim would have been avoided by use of such non-infringing version.

16. Warranty.

(a) Softek warrants that, under normal use and service, the Illuminate System shall materially conform to the Illuminate specifications contained in the Illuminate Documentation, but will not necessarily be error free.

(b) Softek represents and warrants that, other than exercising its rights under Paragraph 10 (Payment), it will not cause any unplanned interruption of the operations of, or accessibility to the Illuminate System through any device, method or means including, without limitation the use of any “virus ” “lockup ” “time out ” or “key lock” device or program or disabling code, which has the potential or capability of causing any unplanned interruption of the operations of, or accessibility to the Illuminate System by the GSA Customer or which could alter, destroy, or inhibit the use of the Illuminate System, or the data contained therein (collectively referred to for purposes of this Paragraph as “ disabling device(s)” which could block access to or prevent the use of the Illuminate System by the GSA Customer.

(c) If the Illuminate System fails to meet the warranties contained in this Paragraph and the GSA Customer provides oftek written notice descri ing in detail such failure oftek’s responsibility shall be to provide a work around of the failure to the extent practically possible. Softek shall attempt to correct the failure by repair, replacement, update, or adjustment, as determined in oftek’s sole discretion.

(d) EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS PARAGRAPH, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) Softek shall not be liable to the GSA Customer for the warranty provisions of this Agreement if; (1) any unauthorized modifications are made to the Illuminate System; (2) attachments, features, or devices are employed on the Illuminate System which are not supplied or recommended by Softek; or (3) the Illuminate System is subject to misuse or abuse.

16. Termination/Cancellation.

(a) This Agreement may be terminated or canceled by either Party, based on the terms of the FAR, and the underlying GSA Schedule Contract.
When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. During any dispute under the disputes clause, Softek shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

17. Dispute Resolution. When the end user of this contract is an instrumentality of the U.S. Government equitable relief, award of attorney fees, costs, or interest is only allowed when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the Disputes Clause of the underlying GSA Schedule Contract, and binding arbitration will not be used.

18. Limitation of Liability.

(a) IN NO EVENT SHALL SOFTEK BE LIABLE TO THE GSA CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR THE ILLUMINATE SYSTEM, AND/OR USE THEREOF, EVEN IF SOFTEK HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL SOFTEK BE LIABLE TO THE GSA CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF SOFTEK IN THE DELIVERY OF THE ILLUMINATE SYSTEM, INSTALLATION SERVICES, TRAINING, OR IN THE PERFORMANCE OF THE ILLUMINATE SYSTEM INSTALLATION SERVICES, OR OTHER SERVICES UNDER THIS AGREEMENT.

(c) ANY AMOUNT OF FEES COLLECTED BY SOFTEK UNDER THIS AGREEMENT.

(d) THE GSA CUSTOMER ACKNOWLEDGES AND AGREES THAT SOFTEK, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, IS NOT ENGAGED IN THE RENDERING OF MEDICAL, HEALTH OR PSYCHOLOGICAL DIAGNOSIS, TREATMENT, EVALUATION OR ANY OTHER KIND OF PERSONAL PROFESSIONAL SERVICES. ILLUMINATE IS A TOOL ONLY AND THE ULTIMATE DECISION ABOUT THE USE AND APPLICATION OF THE ILLUMINATE SYSTEM RESTS WITH THE GSA CUSTOMER, ESPECIALLY AS IT INVOLVES DIAGNOSIS, TREATMENT, AND PATIENT CARE. SOFTEK EXPRESSLY DISCLAIMS ALL RESPONSIBILITIES FOR ANY LIABILITY, LOSS OR RISK WHICH IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF GSA CUSTOMER’S USE AND APPLICATION OF THE ILLUMINATE SYSTEM. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (i) TO PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE; (ii) FOR FRAUD; OR (iii) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

19. Notices. Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given by (a) when received, if delivered by hand, (b) when mailed, if sent by certified mail, return receipt requested, postage prepaid, (c) on the next business day, if sent by overnight delivery service prepaid with
instructions for next business day delivery (receipt confirmed), or (d) on the day of transmission, if sent by facsimile or electronic mail (transmission confirmed) during the receiving Party’s normal business hours, or on the next business day if sent after normal business hours, in all cases to the address, electronic mail or facsimile number of the receiving Party set forth below for each Party:

If to Softek Solutions, Inc., to:

Softek Illuminate, Inc.
7299 98th Terrace, Suite 130
Attn: Legal Department
Overland Park, Kansas 66212

Facsimile number: 913-981-5300

If to GSA Customer, to:

GSA Customer as listed on the GSA Customer Purchase Order

20. General.

(a) This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders is the sole agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, except for the GSA Schedule contract and your orders issued there under. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the G A Customer’s Purchase Order.

(b) This Agreement may be amended only by a writing executed by an authorized representative of both Parties.

(c) In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall remain in full force and effect.

(d) Neither Party will be responsible or liable for, and that Party will be excused from, any non-performance or delay in the performance of any of its obligations under this Agreement if and to the extent that such non-performance or delay could not have been prevented by reasonable precautions and is caused by factors beyond the reasonable control of that Party, whether or not foreseeable (a “Force Majeure”). However, neither Parties financial condition, nor inability to pay may constitute a Force Majeure, or otherwise constitute a basis for excusing the performance of any of such Party’s obligations under this Agreement. he Party whose performance is prevented, hindered or delayed by a Force Majeure event will immediately notify the other Party (within two (2) days of the inception of the occurrence of that event if at all possible) by telephone and in writing within ten (10) business days of the event, describing in reasonable detail the nature of the event. No non-performance or delay in the performance of the
obligations of either Party that is excused pursuant to this Paragraph will constitute a default in
the performance of such Party’s obligations under this Agreement. In the event that any Party is
excused from the performance of its obligations under this Agreement pursuant to this Paragraph,
then such Party shall use all reasonable efforts under the circumstances to resume performance of
its obligations under this Agreement as soon as feasible.

(e) This Agreement may not be assigned by the GSA Customer without the consent
of Softek. Neither Softek nor any of its employees (including, but not limited to, those of its
employees who actually perform the services provided for in the Agreement) shall be considered
or otherwise deemed to be employees of GSA Customer. The Agreement shall not constitute, nor
shall it be deemed or construed to create, a partnership, joint venture, or any other kind of
relationship of any nature whatsoever between the Parties (whether de jure, de facto, or
otherwise). None of the Parties to the Agreement shall have the authority to contract on behalf of
the other Party or otherwise to bind the other Party hereto without the express written
authorization or consent of the other Party.

(f) Pursuant to this Agreement and the Illuminate Documentation, the GSA
Customer is responsible for providing the specified Hardware and third-party operating system
software and third-party database system software (including applicable server and user licenses
for both) for the proper installation and operation of the Illuminate System. The terms of the
Purchase Order shall specify such items. At the request of the GSA Customer, Softek will
provide follow-up visits to the GSA Customer’s site to assist with Illuminate usage.

(g) The rights and remedies of Softek shall be cumulative. Nothing in this
Agreement shall be construed to give any rights or benefits to
anyone other than Softek and the GSA Customer.

(h). When the end user is an instrumentality of the U.S. Government, this is a contract
with the U.S. Government and is subject to the Federal Acquisition Regulation (FAR). Venue and
jurisdiction of any disputes are determined by the applicable federal statute (Federal Tort Claims
Act, Contract Disputes Act, etc.).

IN WITNESS WHEREOF, the Parties agree to the execution of this Agreement and that
they have the authority to enter into this Agreement representing respectively Softek and the GSA
Customer.