



RESELLER AND MARKETING AGREEMENT

THIS RESELLER AND MARKETING AGREEMENT (this "Agreement"), is dated as of the date of form completion (the "Effective Date") and is by and between 4Med+ Corporation, a Delaware Corporation, located at 8550 West Bryn Mawr, Suite 1100, Chicago, Illinois 60631 ("4MedPlus"), and partner as indicated on electronic form ("Reseller").

WITNESSETH:

WHEREAS, 4MedPlus provides online learning management courseware to sell or otherwise distribute to 4MedPlus's end users and/or to 4MedPlus's reseller partners members for resale to their customers and certain educational offerings in the field of healthcare information technology, as further described on Exhibit A ("Offerings"); and

WHEREAS, the parties hereto desire to engage in an agreement pursuant to which, among other things, a landing page will be established, through which Reseller can sell the Offerings to its end users, customers, or other third parties, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Landing Page**. Subject to the terms and conditions of this Agreement, 4MedPlus shall perform all services necessary to develop the Landing Page of Offerings, which shall reside on the 4MedPlus servers. The parties shall cooperate fully with each other in order to establish and maintain the Landing Page as intended herein.
2. **Marketing Activities**. Reseller shall market the Offerings to third parties in accordance with the terms of this Agreement and at the fees described on Exhibit A. The Landing Page shall be the only distribution channel used by Reseller for the Offerings. Reseller shall ensure that its performance of the Marketing Activities is done with good business ethics and in a commercially reasonable manner, and without prejudicing the reputation of 4MedPlus or 4MedPlus's products and services. As applicable, the parties shall work together to create advertising materials and other marketing collateral that are mutually agreed upon. Reseller agrees that it shall not offer or imply any obligation on the part of 4MedPlus to Reseller's customers or end users, or make any representation, warranty, or guarantee to such customers or end users that is inconsistent with or in addition to those made herein.
3. **Sole Channel and Courses**. Reseller agrees and acknowledges that the Landing Page or supplied proprietary store code shall be the sole and exclusive distribution channel for Reseller's sale of the Offerings.

4. **Term and Termination.** (a) The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the “Initial Term”) and can thereafter be renewed for additional one (1) year periods (each, a “Renewal Term”), unless earlier terminated as provided herein (the Initial Term and all Renewal Terms shall be referred to herein as the “Term”). Either party may terminate this Agreement for any reason upon thirty (30) calendar days’ written notice prior to the end of the Term; or in the event the other party materially breaches any provision of this Agreement, provided such breach is not cured within thirty (30) calendar days of written notice thereof. (b) Upon the effective date of termination or expiration of this Agreement for any reason, the Landing Page shall be disabled, and each party shall promptly return to the other any Confidential Information, as defined below, of the other party and shall immediately cease to use any of the other party’s Trademarks, as defined below. Termination of the Agreement shall be in addition to, and not in lieu of, any equitable or legal remedies available to either party. The expiration or earlier termination of this Agreement, shall not relieve, release, or discharge either party hereto from any obligation, debt, or liability that may previously have accrued and that remains to be performed upon the date of termination.
5. **Site Related Obligations.** 4MedPlus agrees, at its sole expense, to create, manage, operate, maintain, and host the Landing Page or store code. Reseller agrees, at its sole expense, to create, manage, operate, maintain, and host its website and all content contained therein (“Reseller Site”) through which the Landing Page will be accessed, and shall ensure that it has commercially reasonable operating policies and procedures applicable to the Reseller Site including, without limitation, commercially reasonable terms of use and privacy policies that are in accordance with healthcare industry standards for similar use and information. Without limiting the generality of the foregoing, each party shall be solely responsible, at its sole expense, for ensuring: (a) the technical operation of its website and all related equipment; (b) the accuracy and appropriateness of materials posted on its website; (c) that materials posted on its website do not violate any law, rule, or regulation, or infringe upon the rights of any third party including, without limitation, intellectual property rights; and (d) that materials posted on its website are not libelous or otherwise illegal. Each party reserves the right to modify its operating policies and procedures from time-to-time. 4MedPlus considers all users who visit the Landing Page to be customers of 4MedPlus while using the Landing Page and thus all 4MedPlus rules, operating policies, and procedures will apply to those users. 4MedPlus’s consent to the establishment of the Landing Page pursuant to the terms and conditions of this Agreement does not and shall not be construed to or constitute endorsement or acceptance of the content of the Reseller Site and 4MedPlus does not accept, in any way, any responsibility or liability to Reseller, any Reseller user, or any third party for the accuracy or lawfulness of such content. Reseller shall not display on the Reseller Site any 4MedPlus-branded images or content (collectively, “4MedPlus Images”), unless such 4MedPlus Images were provided directly by 4MedPlus. Reseller shall update and/or replace such 4MedPlus Images with new or revised 4MedPlus Images, as 4MedPlus may provide to Reseller from time to time. 4MedPlus shall not display on the Landing Page any Reseller-branded images or content (collectively, “Reseller Images”), unless such Reseller Images were provided directly by Reseller. 4MedPlus shall update and/or replace such Reseller Images with new or revised Reseller Images, as Reseller may provide to 4MedPlus from time to time.
6. **Compensation.** The fees for the Offerings sold through the Landing Page shall be as described on Exhibit A. Reseller understands and agrees that a minimum of one hundred (100) units of the Offerings must be sold each year through its Landing Page in order for Reseller to maintain the discounted pricing provided on Exhibit A. 4MedPlus shall track purchases through the Landing Page on a quarterly basis, as described in Section 7, beginning on the date that is thirty

(30) days after the Landing Page is first made available to Reseller (“Tracking Quarter”). 4MedPlus shall pay Reseller the appropriate amount within thirty (30) days after the end of each Tracking Quarter, provided that 4MedPlus has received payment from the applicable purchaser.

7. **Tracking.** 4MedPlus shall be solely responsible for: (a) processing transactions on the Landing Page; (b) tracking the volume of traffic generated by Reseller Site through the Landing Page; and (c) tracking the number and value of transactions placed and/or consummated by users on the Landing Page. Reseller agrees to provide such assistance as reasonably requested by 4MedPlus to permit 4MedPlus to provide the foregoing. 4MedPlus will be responsible for order entry, payment processing, and related customer service. 4MedPlus shall provide Reseller with activity reports for any referrals or purchases directed through the Reseller Landing Page within thirty (30) calendar days of the end of each Tracking Quarter. 4MedPlus also provides Reseller access to a portal that allows daily tracking of sales.
8. **No Other Payments.** 4MedPlus’s sole obligation with respect to sales of Offerings on the Landing Page shall be payment to Reseller as described in Section 6. Notwithstanding anything herein to the contrary, 4MedPlus shall not owe Reseller any amount with respect to any placement of any advertisements, notices, links, or other items by any sponsor, or any purchase or sale of any products or services, except as described in Section 6.
9. **License to Trademarks.** Subject to the terms and conditions of this Agreement, each party grants to the other a limited, non-exclusive, non-transferable license to use and display such party’s trademarks, service marks, names, or logos (collectively, “Trademarks”), as reasonably necessary, solely in connection with the performance of this Agreement. Reseller agrees that it shall reproduce, and further agrees that it shall not remove or obscure, any proprietary rights legends included on or in the Landing Page. Notwithstanding the foregoing, neither party shall make any specific use of any of the other party’s Trademarks without first submitting a sample of such use to such party and obtaining its prior written consent, which consent shall not be unreasonably withheld. Each party hereby acknowledges and agrees that the Trademarks, copyrights, and other proprietary rights of the other party are and shall remain the sole and exclusive property of that party and neither party shall acquire any interest in the other party’s Trademarks, copyrights, and other proprietary rights, except as expressly provided in this Agreement.
10. **Confirmation Emails.** 4MedPlus shall provide a confirmation email to purchasers of Offerings made through the Landing Page; such email will reference 4MedPlus.
11. **Ownership.** (a) All right, title, and interest in and to the Offerings, Landing Page, the 4MedPlus site and 4MedPlus Images (collectively, “4MedPlus Materials”) shall inure to the sole and exclusive benefit of 4MedPlus, and the copyright, patent, trademark, trade secret, and all other proprietary rights in the 4MedPlus Materials and any derivative works created therefrom, shall be the sole and exclusive property of 4MedPlus and their content partners. All rights not expressly granted to Reseller herein are hereby reserved to 4MedPlus. (b) All right, title, and interest in and to the Reseller Site and Reseller Images shall inure to the sole and exclusive benefit of Reseller, and the copyright, patent, trademark, trade secret, and all other proprietary rights in the Reseller Sites and any derivative works created therefrom, shall be the sole and exclusive property of Reseller. All rights not expressly granted to 4MedPlus herein are hereby reserved to Reseller.
12. **User Information.** Notwithstanding anything to the contrary in this Agreement, 4MedPlus shall retain all right, title, and interest in and to any and all information provided to and/or generated

by the Landing Page with respect to users and customers including, without limitation, Reseller's users (collectively, "User Information"). Reseller shall acquire no interest whatsoever in the User Information, but 4MedPlus may share with Reseller any such User Information in accordance with 4MedPlus's privacy and other policies.

13. **Confidentiality.** Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of Reseller and 4MedPlus agrees that all information marked as "confidential" or "proprietary" and/or information about a party's business or operations, including without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information (collectively, "Confidential Information"), concerning Reseller or 4MedPlus, provided by or on behalf of one party to the other shall remain strictly confidential and shall not be disclosed to any third party, or used, directly or indirectly, by the party receiving such information for its own business purposes or for any other purpose, except and solely to the extent as may be expressly provided in this Agreement. Confidential Information shall not include information that is: (a) at the time of the disclosure or otherwise becomes publicly known through no wrongful act of the receiving party; (b) subsequently lawfully received by the receiving party from a third party not under an obligation of confidentiality; or (c) independently developed by the receiving party. Notwithstanding the foregoing, each party is hereby permitted to disclose such Confidential Information: (x) pursuant to a subpoena issued by any court; (y) to its accountants, attorneys, or other agents on a confidential basis; and (z) otherwise as required by applicable law, rule, regulation, or legal process. Notwithstanding anything herein to the contrary, each party shall be liable to the other party for any acts or omissions of its employees and/or agents that results in a breach of these confidentiality obligations. The provisions of this Section 13 shall survive the termination or expiration of this Agreement for any reason.
14. **Representations and Warranties.** Each party hereby represents and warrants to the other that: (a) this Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; (b) it is duly incorporated, validly existing, and in good standing under the laws of the state of its incorporation, and has full corporate power and authority to execute, deliver, and perform this Agreement; (c) the execution, delivery and performance of this Agreement will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate any provision of law, rule, or regulation to which such party is subject; and (d) it is the sole and exclusive owner of its respective Trademarks and/or has the right and power to license such Trademarks to the other party. Each party represents and warrants that it shall establish and maintain commercially reasonable operating policies and procedures including commercially reasonable terms of use and privacy policies with respect to its Site.
15. **No Performance Guarantees or Warranty.** Reseller acknowledges and agrees that 4MedPlus has not made and does not make any representation, warranty, or guarantee regarding the level, volume, or amount, actual or likely, of: (a) traffic on the Landing Page; (b) transactions commenced or consummated by any user, including any Reseller User or 4MedPlus User; or (c) any amount of Reseller compensation or potential compensation hereunder.
16. **Warranty Disclaimer.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, 4MedPlus DOES NOT WARRANT THAT THE 4MedPlus SITE, LANDING PAGE, OR OFFERINGS WILL MEET RESELLER'S OR ANY USER'S (INCLUDING ANY RESELLER USER'S OR 4MedPlus USER'S) SPECIFIC REQUIREMENTS OR THAT THE 4MedPlus SITE'S OR LANDING PAGE'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

17. **Indemnity.** Each party will indemnify, defend, and hold the other party, its officers, directors, employees, and agents harmless from and against all claims, liabilities, obligations, awards, settlements, damages, and expenses including, without limitation, reasonable attorneys' fees (collectively, "Losses") to the extent such Losses are related to or arise from the development, operation, and/or maintenance of the indemnifying party's site.
18. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER ANY THEORY OF LAW EXCEED THE AMOUNT PAID BY 4MedPlus TO RESELLER DURING THE INITIAL TERM. IN ADDITION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS, LOST REVENUES, OR LOST SAVINGS, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT. Without limiting any of the foregoing, Reseller understands and agrees that 4MedPlus shall not be liable for any breach of this Agreement or for any claim of damages by Reseller or any third party caused by any failure of any communication devices and/or systems used in conjunction with the 4MedPlus website, Reseller Site, Landing Page, or any Offering at any time, or for any party's use or inability to use any of the foregoing for any reason, including without limitation, the disruption of communication facilities, sabotage by third parties, or unavailability of energy sources.

19. **Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws. Venue and jurisdiction shall be exclusively in the state and federal courts located in the State of Illinois.
- (b) **Dispute Resolution; Equitable Relief.** If a dispute, controversy, or claim arises out of or relates to this Agreement, the parties shall first endeavor to resolve such dispute through good faith negotiations prior to initiating any litigation. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive relief, specific performance, or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.
- (c) **No Assignment.** Neither party may assign this Agreement to a third party without the prior written consent of the other; provided, however, that a party may assign this Agreement without the other party's consent by operation of law, in the event of the merger or sale of all or substantially all of such party's assets. Any assignment in violation of the foregoing will be void.
- (d) **Notices.** Any notice required by this Agreement shall be provided in writing to the addresses

first written above, or such other addresses as may be given from time to time under the terms of this notice provision.

- (e) **Waiver; Severability.** Failure of either party to enforce a right under this Agreement shall not act as a waiver of any rights or a waiver of that right or the ability to later assert that right relative to the particular situation involved. If any provision of this Agreement is alleged to be invalid or unenforceable, the provision shall be construed to have the broadest interpretation that would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.
- (f) **Survival.** The provisions of Sections 4(b), 11, 12, 13, 15, 16, 17, 18, and 19 of this Agreement shall survive any expiration or termination of this Agreement.
- (g) **Independent Contractor; No Hire.** The parties are independent contractors. Nothing contained herein shall in any way constitute a partnership or joint venture between the parties or be construed to evidence the intention of the parties to constitute such. Neither party, nor any of its employees, consultants, contractors, or agents are agents, employees, or joint ventures of the other, nor do they have any authority whatsoever to bind such other party by contract or otherwise. Each party agrees not to hire, without the prior written consent of the other, current or former employees or contractors of the other party during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement.
- (h) **Force Majeure.** Neither party shall be responsible for any delay or failure in performance caused by flood, riot, insurrection, fire, earthquake, strike, communication line failure, power line failure, explosion, acts of terrorism, act of God, or any other force or cause beyond its reasonable control. If any of the above enumerated circumstances prevent, hinder or delay performance of either party's obligations for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of the date specified by such party in a written notice of termination to the other party.
- (i) **Cooperation; Section Headings.** The parties agree to reasonably cooperate with each other and to execute and deliver any necessary documents, in order to consummate the transactions described herein. The division of this Agreement into Sections, and the insertion of captions and headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (j) **Entire Agreement; Amendment.** This Agreement, consisting of all of the pages of this instrument, together with all of the pages of the exhibits and other attachments, sets forth the entire, final, and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. Any amendment or modification to this Agreement must be in writing and signed by both parties. The parties agree that signatures exchanged by facsimile or computer imaging shall be binding as originals.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

ELECTRONIC SIGNATURE RECORDED



EXHIBIT A

OFFERINGS AND PRICES

Unless otherwise indicated, pricing is on a per individual student (the “End-user”) basis.

Primary Partner Sales - Direct

Offering	4MedPlus Retail Price	Maximum End-User Discount	Reseller Revenue
1. Standard Educational Component* [Proficiency]	\$39.00	25%	30% of final sales price net after discount
2. Standard Educational Component* [Specialty]	\$199.00	25%	30% of final sales price net after discount
3. Standard Educational Component* [Professional]	\$399.00	25%	30% of final sales price net after discount
4. Standard Educational Component* [Job-Role Bundle]	\$699.00	25%	30% of final sales price net after discount
5. Standard Educational Component* [Management Role Bundle]	\$999.00	25%	30% of final sales price net after discount
6. All other educational bundles or components (non-standard pricing)	Varied pricing	25%	30% of final sales price net after discount