

Rural Healthcare Application Processing Agreement

This Rural Healthcare Application Processing Agreement (this "Agreement") is made and entered into on 05/19/2015 (the "Effective Date") by and between Solix, Inc. ("Solix"), a Delaware corporation having offices at 30 Lanidex Plaza West, Parsippany, NJ and Thomas County Health Department (the "Healthcare Provider"). Healthcare Provider and Solix are individually a "party," and collectively the "parties."

WHEREAS, Solix desires to provide to Healthcare Provider certain services (the "Services") described in Appendix A hereto, which shall be referred to as the "Service Description";

WHEREAS, Healthcare Provider wishes to retain Solix to provide the Services as described in the Service Description;

THEREFORE, Healthcare Provider and Solix, for good and valuable consideration given and pursuant to the terms, conditions and covenants contained herein, hereby agree as follows.

1. Services. Healthcare Provider hereby retains Solix to provide the Services during the Term (as hereinafter defined), and Solix agrees to perform the Services during the Term. Healthcare Provider agrees to cooperate with Solix in all matters relating to the Services, including, without limitation, (a) responding promptly to any Solix request to provide information, approvals, authorizations, or decisions that are reasonably necessary for Solix to perform the Services; and (b) providing to Solix any information reasonably requested by Solix in order to carry out the Services. Healthcare Provider acknowledges and agrees that Solix's ability to perform and complete the Services is heavily dependent on Healthcare Provider's performance of its obligations under this Agreement. Accordingly, if Solix's performance under this Agreement is prevented or delayed by any act, omission, or failure of Healthcare Provider, Solix shall not be in breach or default of its obligations under this Agreement, and Healthcare Provider shall be solely responsible for any additional costs or expenses incurred by Solix as a result of any such act, omission, or failure.

2. Term. (a) This Agreement shall commence on the Effective Date and shall continue in full force, unless sooner terminated pursuant hereto, until the day prior to the Three (3) year anniversary of the Effective Date whereupon the Agreement (the "Initial Term") will automatically renew for successive one year periods unless terminated as herein provided (each a "Renewal Term" and, collectively, the "Renewal Terms"; the Initial Term together with any applicable Renewal Terms is herein collectively, the "Term"), provided that either party may terminate the Agreement at the end of the Initial Term or any Renewal Term if such party provides the other Party with written notice of termination at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the foregoing stated Term, either party may terminate this Agreement if the other party fails to perform any of its material obligations under this Agreement and such failure continues for thirty (30) days after such party's delivery of written notice to the other party of such failure.

(b) In the event of termination, each party shall promptly return or destroy all Confidential Information (as defined below) of the other party and, upon the other party's request, provide certification of such return or destruction signed by an executive officer of the party destroying or returning the Confidential Information.

3. Terms of Payment. In consideration of the Services to be performed by Solix hereunder,

Healthcare Provider shall pay, if the agreement is for a One (1) year initial term, 25% of the total dollar amount of funds, credits, and other amounts awarded to the Healthcare Provider in a Funding Commitment Letter or any other written communication from or on behalf of Universal Service Administration Company ("USAC") (or any successor to USAC) relating to the Services (such letter is often referred to, and shall hereinafter be referred to, as a "Funding Commitment Letter").

If the agreement is for a Three (3) year initial term, 23% of the total dollar amount of funds, credits, and other amounts awarded to the Healthcare Provider in a Funding Commitment Letter or any other written communication from or on behalf of Universal Service Administration Company ("USAC") (or any successor to USAC) relating to the Services (such letter is often referred to, and shall hereinafter be referred to, as a "Funding Commitment Letter").

Payment for Services shall be due and payable within Thirty (30) days of the date of set forth on the corresponding Funding Commitment Letter to which such payment relates (the "FCL Date").

4. Taxes. Healthcare Provider shall be responsible for any applicable sales, use, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Healthcare Provider under this Agreement, provided, that, in no event shall Healthcare Provider pay or be responsible for any taxes imposed on, or with respect to, Solix's income, revenues, gross receipts, personnel or real or personal property or other assets.

5. Confidentiality. Each party agrees to hold all documents, information, data, and other materials (including the content of this Agreement) provided to the other party pursuant to this Agreement ("Confidential Information") in the strictest of confidence. Neither party shall: (1) use the Confidential Information except as required or permitted pursuant to this Agreement, or (2) except as required by law, disclose any Confidential Information of the other party to any person other than its officers, employees, agents and contractors who have an absolute need to know such Confidential Information and who have agreed to maintain Confidential Information of third parties in confidence. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by any party of a non-disclosure agreement or other similar legal restriction; (b) is received by the receiving party from a third party free to lawfully disclose such information; (c) was in the receiving party's lawful possession prior to receipt from the disclosing party; (d) is independently developed by the receiving party without the benefit of any of the Confidential Information of the disclosing party; or (e) is approved for release by the written agreement of the disclosing party. To the extent that a receiving party becomes legally compelled to disclose any Confidential Information, the receiving party shall provide: (i) prompt written notice of such requirement to the disclosing party so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitation or disclosure. If, after providing such notice and assistance as required herein, the receiving party remains required by law to disclose any Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party's legal counsel, the receiving party is legally required to disclose and, upon the disclosing party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6. Intellectual Property. Solix is and shall remain the sole and exclusive owner of all right, title and interest in and to all Pre-Existing Materials (as hereinafter defined) as well as all intellectual property created in connection with any Services and any other deliverables hereunder (collectively, "Intellectual

Property"). Solix hereby grants to Healthcare Provider a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Services for any and all purposes/solely to the extent reasonably required in connection with Customer's receipt or use of the Services. All other rights in and to the Intellectual Property are expressly reserved and retained by Solix. For purposes of this Agreement, the term "Pre-Existing Materials" means the all documents, data, know-how, methodologies, software and other materials, including, without limitation, computer programs, reports, forms, and specifications, provided by or used by Solix in connection with performing the Services, in each case developed or acquired by the Solix prior to the commencement or independently of this Agreement.

7. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

8. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SOLIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. HEALTHCARE PROVIDER ACKNOWLEDGES THAT SOLIX HAS NOT MADE ANY REPRESENTATION, GUARANTY, WARRANTY, OR PROMISE THAT HEALTHCARE PROVIDER WILL RECEIVE ANY PARTICULAR AWARD OR SUBSIDY FROM THE APPLICABLE RURAL HEALTHCARE PROGRAM.

9. Limitation of Liability. In no event will either party be liable to the other for lost profits, special, incidental, punitive, consequential or indirect damages arising under this Agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, even if that party has been advised of the possibility of such damages. The aggregate amount of any liability of Solix for any claim(s) arising from or relating to this Agreement will not exceed, in any event, the amount paid to Solix under this Agreement for the performance of Services during the six (6) months immediately proceeding the date on which the claim arose.

10. Independent Contractor Nature of Relationship. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. Publicity. Healthcare Provider agrees to submit to Solix for approval all advertising, sales promotion, press releases, and other publicity (written, verbal or otherwise) relating to the material furnished or Services provided by Healthcare Provider under this Agreement, wherein Solix's name or mark is mentioned or displayed or may be inferred or implied or, similarly, the name or marks of any of Solix's subsidiaries and/or affiliates.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to the principles of conflict of laws thereof. Each party submits to the state and federal courts located in Kansas in connection with any dispute arising hereunder.

13. Assignment. Solix reserves the right to assign, in whole or in part, this Agreement, any work statement or license, rights or obligations granted, to any other person or entity, with the prior written consent of Healthcare Provider.

14. Entire Agreement. This Agreement constitutes the entire agreement between Healthcare Provider and Solix with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, proposals, discussions and communications, whether oral or in writing. The contract documents shall consist of this Agreement, any and all attachments hereto.

15. Force Majeure. Solix and its subcontractors will not be liable for any failure of performance due to causes beyond their control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of others, and any law, order, regulation or other action of any governing authority.

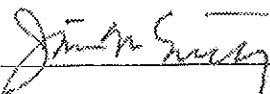
16. No Waiver. No provision of this Agreement may be waived, amended, or otherwise modified except by a written agreement signed by each party hereto Survival. Section 3 (Confidentiality) shall survive and continue in perpetuity after the termination or expiration of this Agreement.

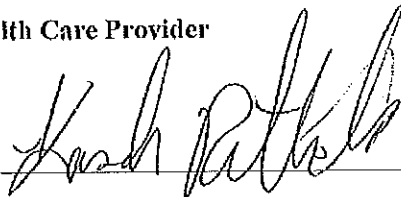
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IN WITNESS WHEREOF, the parties hereto have been duly authorized and empowered to set their hands as of the day and year first above written.

Solix, Inc.

Health Care Provider

By:  _____

By:  _____

Name: James J. McCarthy

Name: Kasiah Rothchild

Title: VP Sales & Marketing

Title: Administrator

Date: May 20, 2015

Date: 05/19/2015

Appendix A
Statement of Work

On behalf of Healthcare Provider, Solix will administer the application process for the Federal Universal Service Program for Health Care facilities. Solix will perform its obligations as set forth in the following:

Initial one-time operation performed by Solix:

1. Assist the Healthcare Provider in securing Primary access to USAC's "My Portal" Website.
2. Develop Third Party Authorization form for Healthcare Provider approval to allow Solix to complete necessary forms on behalf of the Healthcare Provider.
3. Determine eligibility of healthcare facilities associated with Healthcare Provider.

For the Telecommunications Fund, Solix will:

1. Submit a Form 465 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 465.
3. Based on bid review and selection of service provider by Healthcare Provider, Solix will complete and submit Form 466.
4. Solix will submit Form 467 based upon actual start date of the service.
5. Healthcare Provider will receive credit from their service provider.

For the Healthcare Connect Fund, Solix will:

1. Submit a Form 460/461 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 461.
3. Based on bid review and selection of service provider by Healthcare Provider, Solix will complete and submit Form 462.
4. Upon award, Healthcare Provider will be responsible for its portion of the cost of the service.
5. Solix will coordinate submission of Form 463.
6. Service provider will receive credit from USAC for the balance of the cost of such service.

Note: Solix's performance of the services detailed above is contingent upon Healthcare Provider providing to Solix all necessary data and information within the required format and timeframes.