APPLICATION SOFTWARE PROVIDER (ASP) SOFTWARE LICENSE AGREEMENT

This ASP Software License Agreement along with all materials referenced herein ("Agreement") is a legal agreement between an entity ("User") and CodoniX, Inc., 11535 Springridge Road, Potomac, MD 20854 ("CODONIX") permitting User to access and use, subject to the terms of this Agreement, CODONIX's CodoniXnotes ™ software ("Software")

1. LICENSE GRANT. Subject to the terms of this Agreement, CODONIX grants User a nonexclusive, nontransferable license to access and use the Software and Services for internal business purposes only, without the right to sublicense such rights, provided User unconditionally agrees to access and use the Software and Services in accordance with this Agreement ("License"). Under the License, User may print out, or otherwise make, printed copies ("Copies") of the reports, data, and other information or materials generated from User's access and use of the Software and Services for internal business purposes only. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to User by CODONIX, in accordance with Section 14 of this Agreement, shall be considered Software and Services subject to this Agreement. CODONIX may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Software and Services without notice to User or any liability to CODONIX or any CODONIX Party (as defined in Section 2); however, CODONIX agrees to make commercially reasonable efforts to provide User with prior notice of any such changes.

2. DISCLAIMERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SOFTWARE AND SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CODONIX AND ITS MEMBERS, DIRECTORS, OFFICERS, LICENSORS, SUBCONTRACTORS AND AGENTS ("CODONIX PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY; (B) NEITHER CODONIX NOR ANY CODONIX PARTY WARRANTS THAT THE SOFTWARE AND SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; (C) USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF CODONIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) CODONIX AND THE CODONIX PARTIES DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY USER FROM ACCESSING AND/OR USING THE SOFTWARE AND/OR SERVICES OR OTHERWISE RESULTING FROM THIS AGREEMENT, AND (E) USE OF THE SOFTWARE, SERVICES AND REPORTS IS ENTIRELY AT USER'S OWN RISK AND CODONIX AND EACH OF CODONIX PARTIES SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.

3. LIMITATIONS ON LIABILITY. THE TOTAL LIABILITY OF CODONIX AND THE CODONIX PARTIES IN THE AGGREGATE TO USER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND SERVICES WILL BE LIMITED TO THE PAYMENTS RECEIVED FROM USER UNDER THIS AGREEMENT. CODONIX AND THE CODONIX PARTIES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND/OR SERVICES, WHETHER OR NOT CODONIX AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). CODONIX AND THE CODONIX PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS AND/OR USE OF THE SOFTWARE AND SERVICES, INCLUDING ANY REPORTS OR RESULTS, WHETHER OR NOT CODONIX AND THE CODONIX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CODONIX AND USER, AND THE

PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS. IF USER IS NOT SATISFIED WITH THE SOFTWARE AND SERVICES, THE ENTIRE LIABILITY OF CODONIX AND THE CODONIX PARTIES, AND USER'S EXCLUSIVE REMEDY, SHALL BE TO IMMEDIATELY STOP ACCESSING AND USING THE SOFTWARE AND SERVICES AND CONTACTING CODONIX WITHIN 60 DAYS OF AGREEING TO THIS AGREEMENT AND REQUESTING A FULL REFUND OF THE FEES PAID BY USER TO CODONIX UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES (SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES), OR THE EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. NOTWITHSTANDING THE FOREGOING, CODONIX WILL INDEMNIFY USER AND HOLD IT HARMLESS FROM AND AGAINST ANY LIABILITY, JUDGMENTS, CLAIMS, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR RELATED TO A CLAIM BY ANY PARTY CLAIMING DAMAGES FOR INFRINGEMENT OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY BASED ON MATERIAL SUPPLIED BY CODONIX TO USER UNDER THIS AGREEMENT.

4. REGISTERED AND LICENSED USERS. In order for User to access and use the Software and Services, User shall register with CODONIX, provide CODONIX with an email address, agree to pay the monthly license fee ("Fee") and obtain a unique password for accessing the Software and Services ("Password"). The Fee shall be determined at the time of registration based on the number of licensed users of the Software and Services and the number and type of the services selected.. Upon receiving a Password, User may issue unique passwords to its employees and agents up to the number of licensed users paid for by User ("Licensed Users"). CODONIX and User acknowledge and agree that CODONIX may obtain email addresses from Licensed Users upon their accessing and using the Software and Services. User is responsible and wholly liable for all acts or omissions committed under User's Password and any and all passwords issued by User to Licensed Users.

5. USER REPRESENTATIONS AND WARRANTIES. User represents and warrants to CODONIX that this Agreement shall be binding on User, and, unless User is an individual, User represents and warrants that this Agreement was executed by an authorized signatory of User with the authority to enter into binding agreements on behalf of User.

6. PROPRIETARY RIGHTS. The Software and Services are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions. CODONIX or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of CODONIX or its licensors. Except as provided in Section 1 of this Agreement, User has no, and is not granted, any right, title, interest or license in the Software or Services.

7. RESTRICTIONS ON USE.
Software and Services. Except as otherwise expressly provided in this Agreement, User agrees to (a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement; (b) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by User through use of the Software and Services ("Notices"); (d) reproduce and display all Notices on Copies User makes, in accordance with this Agreement; (e) not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software and/or Services; (f) not attempt to access any systems, programs or data of CODONIX or any CODONIX Party that are not licensed under this Agreement, or otherwise made available by CODONIX or a CODONIX Party for public use; (g) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; (h) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; (i) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; and (j) abide by all applicable local, state, national and international laws and regulations, including The Health Insurance Portability and Accountability Act of 1996 and all laws, rules and regulations relating thereto.

8. DATA. User agrees that CODONIX and CODONIX Parties are permitted to access any information or data User inputs or provides while accessing or using the Software and Services ("Data") and any reports or numeric results, and prior to User's submission of Data, reports and numeric results, for the sole purpose of ensuring proper access and use of the Software and Services by User in accordance with this Agreement and to maintain and troubleshoot Software and Services. Subject to the terms and conditions of this Agreement, CODONIX shall store and otherwise maintain Data, reports and numeric results, and CODONIX shall follow the same archival procedures for User's Data, reports and numeric results as CODONIX employs for its own data, as modified from time to time in CODONIX's discretion. In the event of any loss or damage to User's Data, reports or numeric results, User's sole and exclusive remedy shall be for CODONIX to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such Data, reports or numeric results which CODONIX has maintained in accordance with its standard archival procedures.

9. CONFIDENTIALITY. User acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of CODONIX and CODONIX Parties ("Confidential Information"). User agrees to not, directly or indirectly, without CODONIX's prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. "Confidential Information" shall not include information that is shown by competent evidence: (a) is in or enters the public domain without breach of this Agreement; (b) was possessed by User prior to first receiving it from CODONIX or a CODONIX Party; (c) was developed by User independently and without use of or reference to the Confidential Information; or (d) was received by User from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding the foregoing, (i) each party shall be permitted to disclose Confidential Information of the other party if such disclosure is required by law, provided that the party required to disclose Confidential Information of the other party shall (a) give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy; and (b) cooperate in the other party's attempts to obtain confidential treatment of such Confidential Information; and (ii) each party (and each employee, representative, or other agent of such party) shall be permitted to disclose to any and all persons, of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

10. TRADENAMES AND TRADEMARKS. This Agreement does not grant to any party a license to use any trademark, trade name, or logo of the other party, and each party recognizes that the trademarks, trade names, and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names, or logos.

11. INJUNCTIVE RELIEF. Each party acknowledges that a violation of Sections 7, 9 or 10 of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of Sections 7, 9 or 10. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred because of any such legal action.

12. HARDWARE AND SERVICE REQUIREMENTS. User is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of CODONIX, that allow User to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). User agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by CODONIX, and amended by CODONIX from time to time. CODONIX and the CODONIX Parties do not make any commitments with respect to use or performance of the Software and Services with browsers other than MS Internet Explorer 6.0 or higher.

13. PERFORMANCE. User understands and agrees that the operation and availability of the systems used for accessing and interacting with the Software and Services, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by User or CODONIX, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software and Services.

CODONIX and the CODONIX Parties are not in any way responsible for any such interference with or prevention of User's access and/or use of the Software and Services.

14. TRAINING AND SUPPORT. Unless User and CODONIX enter into a separate agreement, CODONIX will not provide any training or on-site support to User relating to the Software and Services. CODONIX will provide User with (a) email and "bulletin board" support for the Software and Services, and (b) updates and enhancements for the Software and Services, to the extent that CODONIX generally makes such updates and enhancements available to Users without a separate charge.

15. INDEMNITY. User agrees to defend, indemnify and hold CODONIX and each CODONIX Party, as well as the directors, officers, agents, and employees of CODONIX and each CODONIX Party, harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonably attorneys' fees and court costs) arising or resulting from User's breach of any term of this Agreement or caused by acts or omissions performed by User or under User's Password or any password issued by User to Licensed Users.

16. TERMINATION. User's right to use the Software and Services shall be effective from the date User accepts this Agreement, and shall terminate when User ceases all access and use of the Software and Services and provides CODONIX with notice of such termination or as otherwise provided in this Agreement. CODONIX may terminate this Agreement immediately if User breaches a material term of this Agreement and fails to remedy that breach within five (5) business days after notice from CODONIX. Upon termination of this Agreement, all rights, including the License granted to User, under this Agreement will cease and User's access to the Software and Services may be disabled. Upon termination of this Agreement, Sections 2, 3, 5, 6, 9, 11, 15, 16, 18A, 18C and 18D of the Agreement, along with all payment obligations under this Agreement, shall survive such termination.

17. ELECTRONIC AGREEMENT/NOTICES. A. Notices. All questions, comments or notices concerning this Agreement shall be submitted to CODONIX by User via email at www.support.codonix.com or via mail at: CodoniX, Inc. Attention: Customer Support PO Box 59050 Potomac, MD 20859. All notices to be given under this Agreement to User shall be submitted by CODONIX via email at the account User provided to CODONIX pursuant to Section 4 or to User upon accessing the Software and Services. **B. Acceptance**. By executing this Agreement and providing CODONIX with User's email address under Section 4, User agrees and consents to (i) contract with CODONIX for the Software and Services in accordance with this Agreement. **C. Changes**. If User consented to receive ongoing legal notices from CODONIX via email User may (i) update its email information by providing notice to CODONIX and/or (ii) withdraw such consent by providing notice to CODONIX. Please be aware that if User withdraws its consent, such withdrawal of consent will not be effective until the date of receipt. The legal effect of this intervening time period is that User is still bound by the terms of this Agreement during such period. The legal consequence of withdrawing User's consent shall not act to void or invalidate User's actions prior to the effective date that shall remain subject to the terms of this Agreement. Upon withdrawing User's consent User will be responsible for all incurred fees and charges payable under this Agreement.

18. MISCELLANEOUS. **A. Modifications.** This Agreement is the complete and exclusive statement of the agreement between User and CODONIX, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by User except upon mutual agreement by the parties in writing signed by an authorized officer of CODONIX. CODONIX reserves the right, at any time, to change the terms of this Agreement, including its privacy policy, by providing User with notice of such changes. Any use of the Software and Services by User after CODONIX's publication or email of any such changes shall constitute User's acceptance of the Agreement as modified. **B. Force Majeure**. CODONIX will not be responsible for any failure to perform due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like. **C. Governing Law and General Provisions.** This Agreement will be governed by the laws of the Maryland . If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation, and the word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. CODONIX's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power. **D**. Nothing contained in

this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assignees, any benefit, right or remedy under or by reason of this Agreement, except with respect CODONIX Parties who shall be deemed third party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a CODONIX Party or the CODONIX Parties.

To accept this Agreement for the Software Services, select the "I accept" button on the CodoniXnotes free trial registration page on the CodoniX website (www.codonix.com) This will create a legal contract that will bind User and CODONIX when the registration is complete.