



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: June 12, 2018.**

*Tony M. Davis*  
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**TONY M. DAVIS**  
**UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**In re:** §  
§  
**Medapoint, Inc.,** § **Case No. 17-10876**  
§  
**Debtor.** § **(Chapter 11)**

**ORDER GRANTING DEBTOR’S EXPEDITED MOTION, PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363, AND 365, AND BANKRUPTCY RULES 2002, 6004, AND 6006, FOR ENTRY OF AN ORDER (A) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) AUTHORIZING THE ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (C) GRANTING RELATED RELIEF**

On May 29, 2018, the Court held a hearing on the Expedited Motion Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of an Order (A) Authorizing the Sale of Debtor’s assets Free and Clear of all Liens, Claims, Encumbrances and Other Interests, (B) Authorizing the Assumption and/or Assignment of Certain Executory Contracts, and (C) Granting Related Relief Motion (Docket No. 138, the “Motion”) of Medapoint, Inc., debtor and debtor in possession (the “Debtor”) in the above-

captioned chapter 11 case (the “Chapter 11 Case”). The Court also held an auction (the “Auction”) of the Debtor’s assets pursuant to 11 U.S.C. § 363 in which MedaPoint D.I.P. Financing SPV, LLC (the “DIP Lender”) was the sole and prevailing bidder. The Court, having determined that notice and service of the Motion was due and proper and that any objections to the Motion should be overruled or have been resolved by agreement, having reviewed and considered (a) the Motion and all relief related thereto, (b) the objections thereto, and (c) the statements of counsel and evidence presented in support of the relief requested by the Debtor; and it appearing that the Court has jurisdiction to consider and determine this matter in accordance with 28 U.S.C. §§ 157 and 1334; and it further appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditor and other parties-in- interest; and upon the record of the hearing and all other pleadings and proceedings in this Chapter 11 Case, including the Motion; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

A. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Sections 105(a), 363(b), (f), and (m) and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made

applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs that this Order be effective immediately upon entry. Specifically, the stay provided in Bankruptcy Rule 6004(h) is waived and this Order shall be effective immediately.

D. Actual written notice of the Motion, the hearing on the Motion, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities. The notice described herein was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, or the hearing on the Motion is or shall be required.

E. The purchase of the Debtor's assets by the DIP Lender under the terms of the agreement attached hereto as Exhibit 1 (the "Asset Purchase Agreement")<sup>1</sup> was negotiated, proposed, and entered into by the Debtor, the DIP Lender, and MP Cloud Technologies, Inc. ("MPCT") without collusion and in good faith.

F. Neither the Debtor, the DIP Lender, MPCT, nor any other party participating at the Auction, has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

G. MPCT is purchasing the Debtor's assets in good faith and is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code.

H. The sale process afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Debtor's assets.

I. The Asset Purchase Agreement constitutes the highest and best offer for the Debtor's assets and will provide a greater recovery for the Debtor's estate than would be

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<sup>1</sup> Unless defined herein, capitalized terms shall have the meaning ascribed to such terms in the Motion or the Asset Purchase Agreement.

provided by any other available alternative. The Debtor's determination that the Asset Purchase Agreement constitutes the highest and best offer for the Debtor's assets constitutes a valid and sound exercise of the Debtor's business judgment.

J. The DIP Lender has entered into an agreement with MPCT under which the DIP Lender has authorized the assignment all of the assets being conveyed under the Asset Purchase Agreement directly from the Debtor to MPCT.

K. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Debtor's assets under the circumstances.

L. No other entity or group of entities has offered to purchase the Debtor's assets for greater overall value than the DIP Lender, and no other party appeared at the Auction to bid on the assets. Approval of the Motion and the Asset Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtor's Chapter 11 estate, its creditors, and other parties in interest.

M. The transfer of the Debtor's assets (including assigned contracts identified in the Asset Purchase Agreement) to MPCT will be, as of the Closing Date, a legal, valid, and effective transfer of the Debtor's assets, which transfer vests or will vest MPCT with all right, title, and interest of the Debtor to the Debtor's assets free and clear of (i) all liens relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, any such liens (x) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase, or repurchase right or option, or termination of, the Debtor or the MPCT's interests in the Debtor's assets, or any similar rights, or (y) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting,

transfer, receipt of income, or other exercise of any attributes of ownership) and (ii) all debts arising under, relating to, or in connection with any act of the Debtor or claims (as that term is defined in Section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise relating to, accruing or arising any time prior to the Closing Date (collectively in this clause (ii), the “Claims” and, together with the liens, the “Claims and Interests”), with the exception of any liabilities arising under the Contracts; provided, however, that MPCT shall be liable for the Assumed Liabilities identified in the Asset Purchase Agreement, including but not limited to the cure amounts due to Change Healthcare Solutions, LLC (“Change Healthcare”) and Logicworks Systems Corporation (“Logicworks”) as a condition to the assumption and assignment of their respective contracts with the Debtor (the “Change Healthcare Contract” and the “Logicworks Contract”) as provided below.

N. The Logicworks Contract and the Change Healthcare Contract are critical to maintaining the value of the Debtor’s assets and without their assumption, the value of the assets transferred in connection with the Asset Purchase Agreement would be materially diminished and impaired. The Debtor’s determination that the Logicworks Contract and the Change Healthcare Contract must be assumed constitutes a valid and sound exercise of the Debtor’s business judgment. The conditions of Section 365(b) of the Bankruptcy Code have been satisfied with respect to the assumption and assignment of the Logicworks Contract and the Change Healthcare Contract based on Logicworks’ and Change Healthcare’s agreement to the terms set forth in this Order, the Asset Purchase Agreement, and ancillary agreements entered

into by and between Logicworks and MPCT, and by any between Change Healthcare and MPCT. Further, the assumption and assignment of the Logicworks Contract and the Change Healthcare Contract under Section 365 of the Bankruptcy Code operates as a bar to any future claims by the Debtor or any trustee for the Debtor's estate against Logicworks or Change Healthcare under Chapter 5 of the Bankruptcy Code.

O. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Debtor's assets free and clear of any Claims and Interests in the property conveyed under the Asset Purchase Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this Chapter 11 Case pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The relief requested in the Motion is granted and approved, and the transactions contemplated thereby and by the Asset Purchase Agreement are approved as set forth in this Order.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, settled by announcement, or ruled upon by the Court during the hearing on the Motion, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

4. The Asset Purchase Agreement and all other documents ancillary thereto, all stipulations entered on the record related thereto, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the sale contemplated in the Asset Purchase Agreement, (ii) close the Sale as contemplated in the Asset Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the Asset Purchase Agreement, together with all additional ancillary instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement. The transfer of the Debtor's assets shall (a) constitute a legal, valid, binding, and effective transfer of the Debtor's assets, (b) vest MPCT with title to the Debtor's assets, free and clear of all Claims and Interests. This Order shall be binding in all respects upon (a) the Debtor, (b) the Debtor's estate, (c) all creditors of, and holders of equity interests in, the Debtor, (d) all holders of Claims and Interests, encumbrances or other interests (whether known or unknown) in, against, or on all or any portion of the Debtor's assets, and (e) any trustee subsequently appointed in the Debtor's Chapter 11 Case, or a Chapter 7 trustee appointed upon a conversion of this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code.

6. To the greatest extent available under applicable law, MPCT shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Debtor's assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the DIP Lender as of the Closing Date. Nothing in

this Order or in any sale agreement entered into pursuant to this Order authorizes the transfer to MPCT of any governmental licenses, permits, registrations, authorizations or approvals without compliance with all applicable legal requirements under the law governing such transfers.

7. In accordance with Section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Debtor's assets sold, transferred, or conveyed to MPCT on account of the filing or pendency of the Debtor's Chapter 11 Case or the consummation of the transactions contemplated by the Asset Purchase Agreement.

8. The DIP Lender shall not have any liability or other obligation of the Debtor arising under or related to any of the Debtor's assets or for Claims against the Debtor. Except for the Assumed Liabilities specifically identified in Section 2.3 of the Asset Purchase Agreement, MPCT shall not have any liability or other obligation of the Debtor arising under or related to any of the Debtor's assets or for Claims against the Debtor.

9. The Court hereby approves the assumption by the Debtor of the Logicworks Contract and the assignment to, and assumption of the Logicworks Contract by, MPCT. Under the Logicworks Contract, the Debtor owes Logicworks approximately \$492,802.67, consisting of \$439,754.89 of unpaid prepetition charges as of July 17, 2017 and approximately \$53,047.78 in unpaid postpetition charges. Logicworks has agreed to accept MPCT's assumption of the obligations set forth in Section 2.3(a) of the Asset Purchase Agreement and other ancillary agreements executed by and between Logicworks and MPCT as "cure" for the Debtor's defaults under the Logicworks Contract and adequate assurance of future performance pursuant to Section 365(b) of the Bankruptcy Code.

10. The Court hereby approves the assumption by the Debtor of the Change



Healthcare Contract and the assignment to, and assumption of the Change Healthcare Contract by, MPCT. Change Healthcare has agreed to accept MPCT's assumption of the obligations set forth in Section 2.3(a) of the Asset Purchase Agreement and the Consent to Assignment executed by and between Change Healthcare and MPCT as "cure" for the Debtor's defaults under the Change Healthcare Contract and adequate assurance of future performance pursuant to Section 365(b) of the Bankruptcy Code.

11. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, no person or entity holding Claims and Interests in the Debtor's assets arising under or out of, in connection with, or in any way relating to the Debtor, the Debtor's assets, the operation of the Debtor's businesses prior to the Closing Date or the transfer of the Debtor's assets to MPCT may assert such Claims and Interests against the DIP Lender, MPCT, Logicworks or their successors or assigns, their property or the Debtor's assets.

12. The Logicworks Contract, as modified by the Asset Purchase Agreement and associated documents, shall be transferred to, and remain in full force and effect for the benefit of, MPCT in accordance with its terms, notwithstanding any provision in any the Logicworks Contract (including those of the type described in Sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Section 365(k) of the Bankruptcy Code.

13. The executory contracts identified in Section 2.1 of the Asset Purchase Agreement shall be transferred to, and remain in full force and effect for the benefit of, MPCT in accordance with their respective terms, notwithstanding any provision in any such contract (including those of the type described in Sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Section 365(k) of

the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to such contract after such assignment to and assumption by MPCT.

14. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, no person or entity holding Claims and Interests in the Debtor's assets arising under or out of, in connection with, or in any way relating to the Debtor, the Debtor's assets, the operation of the Debtor's businesses prior to the Closing Date or the transfer of the Debtor's assets to MPCT may assert such Claims and Interests against the DIP Lender, MPCT, or their successors or assigns, their property or the Debtor's assets.

15. MPCT shall assume Debtor's postpetition salary and/or wage obligations to its employees arising between the Petition Date and the Closing Date, excluding any obligations owed under any Employee Benefit Plan (as defined in the Asset Purchase Agreement);

16. Within five (5) business days of Closing, MPCT shall pay the Travis County Tax Assessor \$686.91 in full satisfaction of personal property taxes owed by the Debtor for the tax years of 2016 and 2017. Notwithstanding any other provisions of this Order, any liens arising from personal property taxes owed by the Debtor for the tax year of 2018 shall ride through the sale to MPCT, and shall not be extinguished under section 363 of the Bankruptcy Code.

17. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each ancillary document executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to MPCT.

18. This Sale Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise. The Debtor, the DIP Lender, and

MPCT are authorized to close the sale immediately upon entry of this Order.

19. To the extent that this Order is inconsistent with the Asset Purchase Agreement (including all documents ancillary thereto) or any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Order shall govern.

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**ENTRY REQUESTED BY:**

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*/s/ Richard G. Grant*

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**EXHIBIT 1**

**Asset Purchase Agreement**

## ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (“**Agreement**”) is between MedaPoint D.I.P. Financing SPV, LLC, a Texas limited liability company (“**Buyer**”), MP Cloud Technologies, Inc., a Delaware corporation (“**Assignee**”), and Medapoint, Inc., a Texas corporation, (“**Seller**”). Buyer, Assignee, and Seller are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller is a provider of software solutions to emergency medical services providers throughout the United States, including one of the nation’s leading private ambulance services (the “**Business**”);

**WHEREAS** on July 17, 2017 (the “**Petition Date**”), Seller filed for bankruptcy protection under chapter 11 of title 11 of the Bankruptcy Code.

**WHEREAS** since the Petition Date, pursuant to sections 1107 and 1108 of the Bankruptcy Code, Seller has continued to operate its business and manage its property as a debtor in possession.

**WHEREAS**, Seller filed that certain Expedited Motion, Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of an Order (A) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (B) Authorizing the Assumption and/or Assignment of Certain Executory Contracts, and (C) Granting Related Relief (the “**Motion**”) [Doc. # 138] in the Bankruptcy Case.

**WHEREAS** on May 29, 2018, the Bankruptcy Court held a hearing on the Motion and an auction (the “**Auction**”) of the Purchased Assets and Assumed Liabilities (as those terms are defined below) pursuant to 11 U.S.C. § 363, at which Buyer was the prevailing bidder;

**WHEREAS** Buyer and Assignee subsequently entered into an agreement under which Buyer agreed to assign its right to acquire the Purchased Assets and Assumed Liabilities as the prevailing bidder at the Auction to Assignee;

**WHEREAS**, Assignee has entered into agreements with Logicworks Systems Corporation (“**Logicworks**”) and Change Healthcare Solutions, LLC (“**Change Healthcare**”) under which those parties have agreed to Seller’s assumption and assignment of their contracts with Seller to Assignee under certain specified terms;

**WHEREAS**, Seller desires to sell, transfer, convey, assign and deliver the Purchased Assets and to assign the Assumed Liabilities to Assignee, Assignee desires to purchase, take delivery of, and assume such Purchased Assets and Assumed Liabilities, and Buyer desires to contribute to the consideration granted to Seller for the Purchased Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the Transactions (as defined below) contemplated by this Agreement will be consummated pursuant to a Sale Approval Order (as defined below) to be entered in the Bankruptcy Case.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound the Parties agree as follows:

## SECTION 1 DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

## SECTION 2 ASSETS AND LIABILITIES

**2.1 Purchased Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller agrees to sell, transfer and deliver to Assignee, and Assignee agrees to purchase, acquire and accept from Seller, those assets, property and rights of Seller listed below, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Seller, but excluding, without limitation, the Retained Assets (the “**Purchased Assets**”). Although Buyer will pay part of the consideration for the Purchased Assets, all rights, title, and interest in the Purchased Assets shall pass directly from Seller to Assignee. The Purchased Assets include all right, title and interest of Seller as of the Closing Date, to the extent owned by Seller, free and clear of all liens and claims (other than liens permitted by Assignee and the Assumed Liabilities) to the maximum extent permitted by Section 363 of the Bankruptcy Code and applicable other law, including the following:

- (a) Seller’s inventories, including finished goods, work-in-process, raw materials, packaging, supplies, parts and other inventories;
- (b) All prepaid expenses excluding retainers with professionals;
- (c) Seller’s Intellectual Property (as defined in Schedule 2.1) assets, including, without limitation, the assets set forth on Schedule 2.1, and all rights arising from and related thereto, including any rights under pending patent and copyright applications;
- (d) Seller’s customer contracts, that certain mAWS Agreement (the “**Logicworks Agreement**”) with Logicworks dated December 18, 2015, and that certain agreement with Change Healthcare (the “**Change Healthcare Agreement**”) dated May 1, 2013, as such may be amended (at the request of or with the consent of Assignee) (the “**Assumed Contracts**”);
- (e) Seller’s licenses, permits, registrations, and other governmental authorizations, together with all applications for governmental authorizations;
- (f) Seller’s data and records containing information related to the Business, whether in hard copy or soft-copy formats, and including but not limited to all books of account and records, business models, customer and supplier lists, marketing plans, promotional materials, customer files, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, processes, and computer software;
- (g) All of Seller’s office equipment and fixed assets, including, but not limited to, all furniture, fixtures, equipment, machinery, tools, vehicles, point-of-presence displays, office equipment, supplies, computers, servers, monitors, printers, routers, cables, and all computer-related equipment and peripherals, phones, facsimile machines, and other tangible personal property;
- (h) All warranty claims assertable against third party manufacturers of the personal property included in the Purchased Assets;

- (i) Seller's goodwill, trade names, Internet domain names, telephone numbers, fax numbers, e-mail addresses, and other similar items, together with associated listings and registrations; and
- (j) Seller's accounts receivable;
- (k) All claims and causes of action necessary to enforce Assignee's rights in and to the Purchased Assets.

**2.2 Retained Assets.** Seller will not sell the following property to Assignee:

- (a) Seller's cash;
- (b) Seller's minute books and stock records;
- (c) All claims that Seller may have for tax refunds;
- (d) Seller's personnel and other records that Seller is required by law to retain;
- (e) Seller's rights under any Employee Benefit Plan, together with the assets of any Employee Benefit Plan;
- (f) All claims and causes of action other than those described in Section 2.1;
- (g) All insurance policies relating to the Business and all claims arising under such policies prior to the Closing, and all credits, proceeds, insurance premium refunds and all causes of action or rights thereunder;
- (h) All claims, actions, proceedings, damages, liabilities, and expenses of every kind that Seller may have against or be able to recover from Buyer relating to the Transactions;
- (i) All utility deposits, security deposits and other deposits of any kind or nature whatsoever;
- (j) All rights of Seller under any executory contract or unexpired lease that are not Assumed Contracts;
- (k) All claims and causes of action that Seller has against their former directors, officers and employees;
- (l) All claims under Chapter 5 of the Bankruptcy Code; and
- (m) Seller's rights under this Agreement and the other agreements and documents relating to the Transactions.

**2.3 Assignee's Assumed Liabilities.** Buyer will not assume any liabilities of Seller or the Business. Upon the terms and subject to the conditions of this Agreement, from and after the Closing Date, Assignee will assume, pay, perform and discharge, promptly when payment or performance is due or required, the following liabilities and obligations of Seller or the Business (the "**Assumed Liabilities**"):

- (a) All liabilities and obligations of Seller arising under the Assumed Contracts, only to the extent that such liabilities first accrue and arise on or after the Closing Date; provided, however, that, as a condition to the assumption and assignment of the Change Healthcare



Agreement and the Logicworks Agreement, at Closing Assignee shall execute and assume all liabilities and obligations arising under: (1) the Consent to Assignment between Assignee and Change Healthcare; and (2) the following agreements between Assignee (or its principals) and Logicworks: (i) Master Services Agreement; (ii) Business Associate Agreement; (iii) Service Order; (iv) Term Note; (v) Security Agreement; (vi) Guaranty; (vii) Intellectual Property Security Agreement; and (viii) Side Agreement;

- (b) \$686.91 in personal property taxes on the Purchased Assets owed by Seller to the Travis County Tax Assessor for the tax years of 2016 and 2017, Seller's liability to the Travis County Tax Assessor for personal property taxes owed on the Purchased Assets for the tax year of 2018, and any liens arising therefrom;
- (c) Seller's postpetition salary and/or wage obligations to its employees arising on or after the Petition Date through the Closing Date, excluding any obligations owed under any Employee Benefit Plan;
- (d) All liabilities and obligations of Seller arising under the Intellectual Property, only to the extent that such liabilities first accrue and arise on or after the Closing Date; and
- (e) All liabilities first arising from the ownership of the Purchased Assets on and after the Closing Date.

**2.4 Retained Liabilities.** Except for the Assumed Liabilities, Assignee will not assume or be liable for any of Seller's liabilities and obligations of any kind to any person, whether known or unknown, including, but not limited to:

- (a) Any claims, liabilities or costs of the Seller incident to, arising out of or incurred with respect to this Agreement and the Transactions contemplated hereby;
- (b) Any claims, liabilities or costs arising under any contract that is not an Assumed Contract and which has not been expressly assumed by Assignee pursuant to Section 2.3.
- (c) Seller's liabilities and obligations arising out of or resulting from the ownership of the Purchased Assets before the Closing, including, without limitation, any warranty claims or related liabilities;
- (d) Seller's liabilities and obligations for taxes;
- (e) Seller's liabilities and obligations arising out of or resulting from any failure by Seller to comply with any applicable law, judgment, or order;
- (f) Seller's liabilities and obligations to any employee of Seller arising out of or resulting from the employee's service as an employee of Seller through Petition Date, whether or not the employee is hired by Buyer;
- (g) Seller's liabilities and obligations arising out of or resulting from any legal proceeding;
- (h) Seller's liabilities and obligations under any Employee Benefit Plan;
- (i) Seller's liabilities and obligations to any current or former shareholder, director, or officer of Seller or of any of their affiliates;

- (j) Seller's liabilities and obligations under this Agreement and the other agreements and documents relating to the Transactions; and
- (k) Seller's liabilities and obligations arising out of or resulting from any act or omission of Seller after the Closing.

Any obligee of any such Retained Liability shall be permanently enjoined from commencing, continuing or otherwise pursuing or enforcing any Retained Liabilities against the Purchased Assets, Assignee, or Buyer.

**2.5. Assignment of Contracts and Rights.** To the maximum extent permitted by applicable law, the Assumed Contracts and Intellectual Property shall be assigned to Assignee at the Closing. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Purchased Asset or any right thereunder if an attempted assignment, without the consent of a third party, would constitute a breach or in any way adversely affect the rights of Buyer, Assignee, or Seller thereunder. If such consent is not obtained or such assignment is not attainable, then such Purchased Asset shall not be transferred hereunder.

### **SECTION 3 PURCHASE PRICE**

- 3.1 Purchase Price.** The Purchase Price for the Assets is:
- (a) Two Hundred Thousand U.S. Dollars (\$200,000.00) from Buyer;
- PLUS
- (b) the assumption of the Assumed Liabilities by Assignee.
- 3.2 Payment.** At the Closing, Buyer and Assignee shall provide the following consideration to Seller:
- (a) Buyer will provide a credit of Two Hundred Thousand U.S. Dollars (\$200,000.00) towards Seller's outstanding Obligations due and owing under that certain Promissory Note from Seller to Buyer in the original principal amount of \$200,000 and that certain Debtor-in-Possession Credit and Security Agreement between Seller and Buyer, each dated October 25, 2017; and
  - (b) Assignee will assume the Assumed Liabilities.
- 3.3 Prorated Expenses.** No expenses will be prorated.
- 3.4 Allocation.** The Purchase Price for the Assets will be allocated as set forth on Schedule 3.5. After the Closing, the Parties will use the allocations set forth on Schedule 3.5 on each applicable tax return and report filed with a taxing authority. The Parties will comply with Section 1060 of the Internal Revenue Code and, if applicable, use commercially reasonable efforts to file a consistent Internal Revenue Service Form 8594.
- 3.5 Closing.** The Closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the office of Waller Lansden Dortch & Davis, LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701 as soon as practicable following the Bankruptcy Court's entry of the Sale Approval Order, or at such other time and place as may be mutually agreed to by the Parties.

- 3.6 Deliveries by Seller.** At the Closing, Seller will deliver or cause to be delivered to Assignee (unless delivered previously) a Bill of Sale with respect to the Purchased Assets and all other documents, certificates, instruments or writings reasonably requested by Buyer and/or Assignee in connection herewith.

#### **SECTION 4 REPRESENTATIONS AND WARRANTIES OF SELLER**

**Except for the express representations and warranties in this Agreement, Seller expressly excludes all warranties with respect to the Transactions, express and implied, including, but not limited to, the warranty of merchantability, the warranty of fitness for a particular purpose, and any warranties that may have arisen from course of dealing or usage of trade. Seller represents and warrants to Buyer and Assignee as follows:**

- 4.1 Authority.** Subject to the limitations imposed on and authorities granted to Seller, Seller has the requisite power and authority to sell the Purchased Assets.
- 4.2 Binding Obligation.** This Agreement is the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 4.3 “AS IS, WHERE IS” TRANSACTION.** BUYER AND ASSIGNEE HEREBY ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 4, THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, AND FOLLOWING CLOSING SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS OR THE BUSINESS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS OR THE BUSINESS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR THE BUSINESS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PURCHASED ASSETS OR THE BUSINESS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS OR THE BUSINESS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS OR THE BUSINESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR THE BUSINESS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS OR THE BUSINESS. BUYER AND ASSIGNEE FURTHER ACKNOWLEDGE THAT BUYER AND ASSIGNEE HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND THE BUSINESS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED

ASSETS AND THE BUSINESS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS AND THE BUSINESS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 4, BUYER AND ASSIGNEE ARE DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, ASSIGNEE WILL ACCEPT THE PURCHASED ASSETS AND THE BUSINESS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

## **SECTION 5 REPRESENTATIONS AND WARRANTIES OF BUYER AND ASSIGNEE**

**Except for the express representations and warranties in this Agreement, Buyer and Assignee expressly exclude all warranties with respect to the Transactions, express and implied.** Buyer and Assignee represent to Seller as follows:

- 5.1 Organization.** Buyer is a limited liability company duly organized and validly existing under the laws of the State of Texas, and has the requisite power and authority to carry on in all material respects its business as now conducted. Assignee is a corporation duly organized and validly existing under the laws of the State of Delaware, and has the requisite power and authority to carry on in all material respects its business as now conducted.
- 5.2 Authority.** The execution, delivery and performance by Buyer and Assignee of this Agreement and the consummation of the Transactions are within the powers of Buyer and Assignee and have been duly authorized by all necessary action on the part of Buyer and Assignee. This Agreement constitutes a valid and binding agreement of the Buyer and Assignee that is enforceable in accordance with its terms.
- 5.3 Governmental Authorization.** The execution, delivery and performance by Buyer and Assignee of this Agreement and the consummation of the Transactions by Buyer and Assignee do not require Buyer or Assignee to make any filing with, or to obtain any permit, authorization, license, consent or approval of, any Governmental Authority, except where the failure to so make or obtain would not have a Material Adverse Effect.
- 5.4 Binding Obligation.** This Agreement is the legal, valid, and binding obligation of Buyer and Assignee, enforceable against Buyer and Assignee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 5.5 No Conflicts.** The signing and delivery of this Agreement by Buyer and Assignee and the performance by Buyer and Assignee of all of their respective obligations under this Agreement will not:
- (a) conflict with Buyer’s or Assignee’s corporate governance documents;
  - (b) breach any agreement to which Buyer or Assignee is a party, or give any person the right to accelerate any obligation of Buyer or Assignee; or
  - (c) violate any law, judgment, or order to which Buyer or Assignee is subject.
- 5.6 Litigation.** There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer or Assignee, threatened against or affecting, Buyer or Assignee before any court or arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

- 5.7 No Brokers or Finders.** Neither Buyer nor Assignee has employed any broker, finder, investment banker or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transactions.

**SECTION 6 [OMITTED]**

**SECTION 7 COVENANTS OF BUYER AND SELLERS**

Buyer, Assignee, and Seller agree that:

- 7.1 Efforts and Further Assurances.** Subject to the terms and conditions of this Agreement, the Parties will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.
- 7.2 Certain Filings.** The Parties shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approval or waivers are required to be obtained from parties to Assumed Contracts or Intellectual Property, in connection with the consummation of the Transactions, and (b) in taking such actions or making such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers, including to but not limited to any filings that may be required to transfer title to the Intellectual Property with the United States Patent and Trademark Office.
- 7.3 Tax Cooperation.** Without limiting Section 7.2, the Parties agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of all tax returns, the making of any election relating to taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties shall cooperate with each other in the conduct of any audit or other proceeding relating to taxes involving the Purchased Assets or the Business.

**SECTION 8 CLOSING CONDITIONS**

- 8.1 Conditions to Obligations of Buyer and Seller.** The obligations of the Parties to consummate the Closing are subject to the satisfaction of the following conditions:
- (a) The Sale Approval Order shall have been entered by the Bankruptcy Court and as of the Closing Date the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated or reversed.
  - (b) The Sale Approval Order must not contain any language modifying or limiting Buyer's or Assignee's status as a good faith purchaser, purchasing free and clear of all liens, encumbrances and rights of redemption. The Sale Approval Order also must not impose any conditions or obligations on Buyer or Assignee that are materially different or additional to Buyer's and Assignee's obligations under this Agreement, including any monetary conditions to assumption and assignment of any executory contracts or leases, unless Buyer and/or Assignee, as applicable, consents to being bound by such additional or different condition or obligation.

- (c) No injunction, stay or similar order or decree, issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays or prohibits consummation of the Transactions.

## SECTION 9 SURVIVAL

The Parties agree that all representations and warranties contained in this Agreement or in any certificate or other writing delivered by any of the Parties in connection herewith or covenants and agreements contained in this Agreement or in any certificate or other writing delivered by Seller to Buyer and/or Assignee in connection herewith that by their terms are to be performed before Closing, shall terminate upon Closing, and none of the Parties shall have any liability to the other for any alleged breach of such warranties and representations or pre-Closing covenants or agreements if the Closing occurs. The covenants and agreements contained in this Agreement or in any certificate or other writing delivered by any of the Parties in connection herewith that by their terms are to be performed after Closing, shall terminate upon lapse of the applicable statute of limitations. Notwithstanding the foregoing, if any representation or warranty is later determined to be false and made by any Party with knowledge of such falsity, the aggrieved Party shall retain all rights and remedies that it would have under applicable law for such breach. The Parties hereto agree that the covenants and agreements contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

## SECTION 10 LIMITATION OF LIABILITY

**No Party will be liable to any other Party under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if the Party has been advised of the possibility of such damages.**

## SECTION 11 TERMINATION

**11.1 Termination.** This Agreement will terminate upon the earliest to occur of the following:

- (a) upon the written agreement of the Parties before the Closing;
- (b) unless waived by Buyer or Assignee, upon notice by Buyer or Assignee to Seller before the Closing, if Seller has breached any of its obligations under this Agreement;
- (c) unless waived by Seller, upon notice by Seller to Buyer and Assignee before the Closing, if Buyer or Assignee has breached any of its obligations under this Agreement; and
- (d) if the Closing has not occurred on or before June 8, 2018 at 5:00 p.m., or such later date as may be mutually agreed to by the Parties, in writing.

**11.2 Effect of Termination.** If this Agreement is terminated under Section 11.1:

- (a) the provisions described in Section 9 will survive the termination of this Agreement (the “**Surviving Provisions**”); and
- (b) all other obligations of the Parties under this Agreement will terminate, except that the obligations of the Parties under the Surviving Provisions will survive the termination of this Agreement.

**11.3 Sole and Exclusive Remedy.** If this Agreement is terminated under **Section 11.1**, no Party will be liable to any other Party for a breach of this Agreement or otherwise, except that the Parties will be liable for breaches of the **Surviving Provisions**, regardless of whether such breaches occur before or after the termination of this Agreement.

## **SECTION 12 EQUITABLE RELIEF**

The Parties acknowledge that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each Party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

## **SECTION 13 EXPENSES**

Except as otherwise provided in this Agreement, each Party will bear its own fees, costs, and expenses incurred in connection with the Transactions, including but not limited to the preparation, negotiation, signing, and performance of this Agreement and the other agreements and documents relating to the Transactions.

## **SECTION 14 GENERAL**

**14.1 Time of Essence.** Time is of the essence with respect to all dates and time periods in this Agreement.

**14.2 Assignment.** No Party may assign or delegate any of the Party's rights or obligations under this Agreement to any person without the prior written consent of the other Parties, which shall not be unreasonably withheld, *except that* Seller acknowledges and agrees that:

- (a) Buyer and/or Assignee may form a new entity for purposes of acquiring the assets and consummating the Transactions contemplated hereunder; and
- (b) Provided that such new entity is majority owned and controlled by Buyer and/or Assignee, Buyer and/or Assignee may assign their rights under this Agreement to such newly formed acquisition entity without any additional consent or permission of Seller being required.

**14.3 Binding Effect.** This Agreement will be binding on the Parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

**14.4 Amendment.** This Agreement may be amended only by a written agreement signed by each Party.

**14.5 Notices.** All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;
- (b) must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other parties; and
- (c) are considered delivered:
  - (1) upon actual receipt if delivered personally, by fax, email, or by a nationally recognized overnight delivery service; or

- (2) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

To Buyer:

MedaPoint D.I.P. Financing SPV, LLC  
1415 South Voss Road, Suite 110-109  
Houston, Texas 77057  
Attn: Breaux Castleman  
Email: breaux@castleman.net

With a copy to:

Cleveland R. Burke  
Waller Lansden Dortch & Davis, LLP  
100 Congress Ave., Suite 1800  
Austin, Texas 78701  
Fax: (512) 685-6417  
Email: cleveland.burke@wallerlaw.com

To Seller:

MedaPoint, Inc.  
3005 S. Lamar, Suite D109-136  
Austin, Texas 78704  
Attn: Eric Becker  
Email: eric.becker@medapoint.com

With a copy to:

Howard Marc Spector  
12770 Coit Road  
Suite 1100  
Dallas, Texas 75251  
Fax: 214-237-3380  
Email: hmspector@spectorjohnson.com

To Assignee:

MP Cloud Technologies, Inc.  
2304 Cameron Blvd  
Isle of Palms, South Carolina 29451  
Attn: Rob Rodrigues  
Email: rrodrigues@icloud.com

With a copy to:

Brian Alford  
Egan Nelson LLP  
221 W. 6th Street, Suite 700  
Austin, Texas 78701  
Fax: (512) 842-7453  
Email: brian.alford@egannelson.com

- 14.6 Waiver.** No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 14.7 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 14.8 Further Assurances.** The Parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 14.9 No Third-Party Beneficiaries.** The Parties do not intend to confer any right or remedy on any third party.



- 14.10 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement and are incorporated herein by reference.
- 14.11 Remedies.** Subject to the terms and conditions of this Agreement, the Parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 14.12 Governing Law.** This Agreement is governed by the laws of the State of Texas, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 14.13 Venue.** Any action or proceeding arising out of this Agreement will be litigated in the Bankruptcy Court.
- 14.14 Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing Party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 14.15 Entire Agreement.** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- 14.16 Signatures.** This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a Party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting Party.

[signature page to follow]

Dated effective: \_\_\_\_\_, 2018.

**BUYER:**

**MEDAPOINT D.I.P. FINANCING SPV, LLC**, a  
Texas limited liability company

\_\_\_\_\_  
By: Breaux Castleman  
Its: Manager

**ASSIGNEE:**

**MP CLOUD TECHNOLOGIES, INC.**,  
a Delaware corporation

\_\_\_\_\_  
By: Robert Rodrigues  
Its: \_\_\_\_\_

**SELLER:**

**MEDAPOINT, INC.**, a Texas corporation

\_\_\_\_\_  
By: Eric Becker  
Its: CEO and President

## APPENDIX A

### Definitions

In addition to the definitions set forth in the Bankruptcy Code the following terms are defined for the purposes of this Agreement.

“**Purchased Assets**” means the assets described in Section 2.1.

“**Assumed Liabilities**” meaning the liabilities described in Section 2.3.

“**Bankruptcy Case**” shall mean case no. 17-10876 of Medapoint, Inc. commenced in the Bankruptcy Court under chapter 11 of the Bankruptcy Code on July 17, 2017.

“**Bankruptcy Code**” shall mean the Bankruptcy Reform Act of 1978, as amended, and codified at title 11 of the United States Code.

“**Bankruptcy Court**” shall mean the United States Bankruptcy Court for the Western District of Texas, Austin Division.

“**Business Day**” means a day other than Saturday, Sunday or other day on which commercial banks in Washington are authorized or required by law to close.

“**Closing**” means the closing of the Transactions.

“**Closing Date**” means the date of the Closing.

“**Code**” means the Internal Revenue Code of 1986. “**Employee Benefit Plan**” means any “employee benefit plan” under Section 3(3) of ERISA and any other bonus, deferred compensation, incentive, profit sharing, stock option, stock appreciation rights, employee stock ownership, pension, retirement, severance, savings, salary continuation, supplemental unemployment, welfare, health, disability, life insurance, fringe benefit, vacation, sick leave, holiday, or benefit plan, policy, practice, or agreement:

- (a) to which Seller or any ERISA Affiliate has contributed during the 6-year period before the date of this Agreement;
- (b) to which Seller or any ERISA Affiliate has been a party during the 6-year period before the date of this Agreement;
- (c) under which Seller or any ERISA Affiliate may have had any liability or obligation during the 6-year period before the date of this Agreement; or
- (d) that provided benefits or described policies applicable to any director, employee, or independent contractor of Seller or any ERISA Affiliate during the 6-year period before the date of this Agreement.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**ERISA Affiliate**” means any person that during the 6-year period before the date of this Agreement:

- (e) has been under “common control” with Seller under Section 4001(a)(14) of ERISA or Section 4001(b) of ERISA; or
- (f) has been treated as a single employer with Seller under Section 414 of the Code.

“**Governmental Authority**” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“**Material Adverse Effect**” means a material adverse change in or effect on the Business, the Purchased Assets or financial condition of the Business, taken as a whole, excluding any such change or effect to the extent resulting from or arising in connection with (i) the Transactions or the public announcement thereof, (ii) changes or condition affecting the industries generally in which Seller operates, or (iii) in economic, regulatory or political conditions generally.

“**Purchase Price**” shall be defined as set forth in Section 3.

“**Retained Assets**” means the assets described in Section 2.2.

“**Retained Liabilities**” means the liabilities described in Section 2.4.

“**Sale Approval Order**” means that certain order, in form mutually acceptable to Seller, Buyer, and Assignee, to be entered in the Bankruptcy Case approving of the Agreement and the Transactions.

“**Transactions**” means the purchase and sale of the Purchased Assets and the assignment and assumption of the Assumed Liabilities provided for in this Agreement.

**SCHEDULE 2.1**

**Intellectual Property**

Buyer shall purchase all of Seller’s Intellectual Property (as defined below) and all rights arising from or relating thereto, including, without limitation, the following patents and/or patent applications:

<b>Pub. No.</b>	<b>Application No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Pub. Date</b>
20160342740	15/073,413	SOFTWARE FOR EMERGENCY MEDICAL SERVICES	3/17/2016	11/24/2016
n/a	62/134,530	SOFTWARE FOR EMERGENCY MEDICAL SERVICES	3/17/2015	n/a
20170109485	15/295,953	MEDICAL CLAIMS AUTO CODING SYSTEM AND METHOD	10/17/2016	4/20/2017
n/a	62/242,251	MEDICAL CLAIMS AUTO CODING SYSTEM AND METHOD	10/15/2015	n/a

For purposes of this Schedule 2.1(a), the following terms shall have the meanings set forth below:

**“Intellectual Property”** means all intellectual property that is owned by Seller, including the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications; and (f) all legal and equitable and remedies, including rights to enjoin future infringement and all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**“Governmental Authority”** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental

authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**SCHEDULE 3.5**

**Allocations**