

LICENSE AGREEMENT

THIS AGREEMENT made as of this day of, YYYY, by and between BRIDGES TO EXCELLENCE, INC., a Connecticut not-for-profit corporation, ("BTE") and PLAN NAME.

WHEREAS, BTE has developed certain designs, products and methodologies in connection with improving the quality of physician practice through incentive payments; and

WHEREAS, PLAN NAME desires to incorporate such designs, products and methodologies in the development and maintenance of its provider networks, and as part of its on-going pay-for-quality, pay-for-performance, or other provider incentive programs;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement, BTE licenses to PLAN NAME the limited non-exclusive for the plan members (as defined below) and the Plan Members (as defined below) to utilize the trademark BRIDGES TO EXCELLENCE™ and variations and stylized forms thereof designated by BTE (the "Trademark"), and other intellectual property incorporated in the Licensed Products, including future program components and quality recognition and rewards programs, (as defined below) (and together with the Trademark, the "Licensed Property"), all of which shall be approved by BTE in the manner set forth herein, solely in connection with the use of the Licensed Products as part of PLAN NAME's product offerings. Any sale or other exploitation of the Licensed Products or use of the Licensed Property in a manner not explicitly permitted hereunder shall be deemed a material breach of this Agreement.

2. Definitions.

- (a) "Licensed Products" shall be as defined on Schedule I hereof.
- (b) Plan Members shall not be more than 1.5 million.

3. Restrictions on Use. PLAN NAME agrees that all use of the Licensed Property by PLAN NAME shall be in the form and manner as is approved by BTE, which approval shall not be unreasonably withheld or delayed, and there will appear on all Licensed Products such legends, markings and notices as may be reasonably deemed necessary by BTE for protection under trademark, copyright or other applicable laws.

4. Reports. PLAN NAME shall provide BTE with quarterly reports detailing the general use and overall results relating to the Licensed Property. The specific format of such reports shall be mutually developed and provided to BTE on no less than a quarterly basis.

5. Payments and Other Consideration.

- (a) Upon the execution of this Agreement PLAN NAME shall pay to BTE the sum of \$X. PLAN NAME shall also pay the sum of \$X on the anniversary of the License agreement for 2 years subsequent to the current year, provided the Agreement is still in effect as of the date a payment is due.
- (b) On a quarterly basis PLAN NAME shall pay to BTE the sum of \$X, based on BTE Operations delivered in each market and determined by the methodology outlined in Schedule II.
- (c) The parties further acknowledge that PLAN NAME will become a member of the BTE Leadership Council and, in that capacity, will participate in the Council's quarterly meetings and share its experience with the implementation of BTE programs with other BTE Participants.
- (d) PLAN NAME shall not use the Licensed Property on behalf of organizations other than itself and its customers.

6. Licensed Product Consultation. It is an objective of this Agreement that PLAN NAME utilize the Licensed Products in its products to the greatest extent commercially feasible. The parties agree that as an integral part of this Agreement, BTE shall make its personnel reasonably available to consult on effective incorporation of the Licensed Property into PLAN NAME's products.

7. Term. This Agreement shall commence on XX and continue in full force and effect until XX (the "Term").

8. Property Retention.

(a) All right, title and interest in the Licensed Property including, without limitation, all copyrights, trademarks and other rights therein (and all renewals and extensions thereof) shall be owned exclusively by BTE. Subject to the terms of this Agreement, BTE shall have the sole unrestricted right to exploit the Licensed Property in its sole discretion in any manner in perpetuity in any and all media throughout the world whether now known or hereafter devised with no further obligation whatsoever to PLAN NAME or any third party. Any use which PLAN NAME may be permitted to make of the Licensed Property pursuant to this Agreement shall be subject to BTE's prior approval as specified herein. Without limiting the generality of the foregoing, PLAN NAME's

use of the Licensed Property shall conform to the BTE Principles set forth in Schedule III hereof.

(b) PLAN NAME confirms the sole ownership by BTE of the Licensed Property and agrees that all use by PLAN NAME of the Licensed Property, unless a separate agreement is reached amongst the parties, shall inure solely to the benefit of BTE and, as such, PLAN NAME shall not at any time acquire any rights in the Licensed Property or otherwise by virtue of any use or exploitation PLAN NAME may make thereof.

(c) All rights in the Licensed Property other than those specifically granted herein are reserved by BTE for its sole use and benefit and exploitation in its sole discretion. Upon the expiration or termination of this Agreement for any reason whatsoever, all rights in the Licensed Property shall automatically revert to BTE for its sole use and disposition with no further obligation whatsoever to PLAN NAME or any third party.

(d) PLAN NAME agrees to promptly inform BTE of any use by any person or entity of a trademark, servicemark or design associated with the Licensed Property which comes to the attention of PLAN NAME and which PLAN NAME has reason to believe could be a use unauthorized pursuant to the terms of this Agreement. BTE shall have the sole right to determine whether or not any action shall be taken on account of any infringement. PLAN NAME shall have no right to take any action with respect to the Licensed Property without prior written approval from BTE which approval shall not be unreasonably withheld.

(e) All intellectual property (including copyright rights) in materials relating to the subject matter of this Agreement that are developed and/or created by BTE shall be owned solely by BTE. All designs, concepts, patterns, names and other intellectual property (including copyright rights) in materials relating to the subject matter of this Agreement that are developed and/or created by third parties under BTE's direction, or which are incorporated into the Licensed Products at BTE's request, shall, as between BTE and PLAN NAME, be owned solely by BTE.

(f) Nothing contained herein shall be construed as an assignment or grant to PLAN NAME of any right, title or interest in or to the Licensed Property, it being understood that all rights thereto are reserved exclusively by BTE, except for the license granted hereunder as specifically described herein.

9. Representations and Warranties.

(a) By BTE. BTE represents and warrants to PLAN NAME that (i) it has the full right and authority to enter into this Agreement and to grant the licenses herein, (ii) PLAN NAME's authorized use of the Licensed Property shall not infringe or violate the rights of any third parties, (iii) the Licensed Products (including any labeling thereon) will conform in all respects to, and satisfy applicable requirements of, applicable federal, state and local laws, orders and regulations.

(b) By PLAN NAME. PLAN NAME hereby represents and warrants to BTE that (i) it has the full right and authority to enter into this Agreement and the relationship contemplated herein, (ii) the manufacture, distribution, marketing, sale and use of the Licensed Products shall not violate or infringe upon any known rights whatsoever of any third party (except as a result of a breach of BTE's representations and warranties), , and (iii) PLAN NAME has sufficient systems to accurately track, and that it will accurately track, enrollees whose product involves use of the Licensed Property by PLAN NAME.

10. Indemnification.

(a) PLAN NAME agrees to defend, indemnify and hold harmless BTE and its officers, directors, members, shareholders, employees and representatives from, in respect of and against any and all claims, losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees and disbursements), judgments, damages, demands, lawsuits or similar actions or proceedings ("Claims") arising out of the breach of any of PLAN NAME's representations, warranties or covenants hereunder or out of PLAN NAME's manufacture, design, purchase, promotion, advertising, distribution, use or sale of Licensed Products, unless such use is contemplated herein, including, without limitation, any claims for product liability (a "PLAN NAME Claim"). BTE agrees to notify PLAN NAME within a reasonable time after it receives notice of any PLAN NAME Claim and PLAN NAME shall promptly assume BTE's defense thereof either directly or through counsel to any relevant vendor. BTE shall have the right to participate in the defense of any PLAN NAME Claim with counsel of its choosing and at BTE's expense. Any settlement which affects the Licensed Property or otherwise contains a remedy other than the payment of money damages by PLAN NAME (*i.e.*, which in any way impacts upon BTE) must be approved in writing in advance by BTE.

(b) BTE agrees to defend, indemnify and hold harmless PLAN NAME and its officers, directors, shareholders, employees and representatives from, in respect of and against any and all Claims arising out of the breach of any of BTE's representations, warranties or covenants hereunder or for copyright, trade dress, or trademark infringement or

unfair trade practice arising directly out of PLAN NAME's authorized use of the Licensed Property (an "BTE Claim"). PLAN NAME agrees to notify BTE within a reasonable time after it receives notice of any BTE Claim and BTE shall promptly assume PLAN NAME's defense thereof. PLAN NAME shall have the right to participate in the defense of any BTE Claim with counsel of its choosing and at PLAN NAME's expense. Any settlement which contains a remedy other than the payment of money damages by BTE (i.e., which in any way impacts upon PLAN NAME) must be approved in writing in advance by PLAN NAME.

11. Insurance. PLAN NAME shall maintain in full force and effect comprehensive general liability insurance (the "Insurance"), including, without limitation, product liability insurance, as well as any liability on its part or the part of BTE in the amount of at least \$25,000,000 per occurrence and \$100,000,000 in the aggregate. The Insurance shall be placed with an insurer or insurers of recognized worth and reputation, duly licensed to carry on the business of insurance in all parts of the Territory for coverage against all forms of liability for death or injury to any individual, and for loss or damage to property. The Insurance shall provide for primary coverage and not contributory coverage, notwithstanding any other insurance which BTE may obtain or maintain.

12. Termination. This Agreement may be immediately terminated by either party in the event a material breach hereof by the other party continues uncured for a period of 30 days after written notice thereof. In the event of termination or expiration of this Agreement, all rights granted hereunder shall terminate and revert to BTE for its sole use and disposition without any further obligation to PLAN NAME. Either party may terminate this Agreement, or any part thereof, at any time for any reason by giving the other party prior written notice at least 180 days prior to the anniversary of any new contract year.

13. Services. Except as set forth herein, BTE assumes no liability whatsoever for service, defects or breach of warranty or any type of product liability claim whatsoever regarding Licensed Products. In the event any such Licensed Product is returned to BTE on account of any claimed defect, breach of warranty or service need, BTE shall promptly notify PLAN NAME regarding such Licensed Product and claim and shall forward the same within a reasonable time to a reasonable destination designated by BTE for handling of the returned Licensed Product by BTE or its vendor.

14. Assignment. No party may assign any right or obligation under this Agreement, other than the right to receive money, to any person or entity other than its parent or subsidiary companies or a purchaser of all or substantially all of the assets of a party, without the express written consent of the other party.

15. Choice of Law. This Agreement shall be construed and enforced in accordance with laws of the State of New York, without giving effects to the conflicts of laws principles thereof.

16. Dispute Resolution. Except where expressly indicated to the contrary in this Agreement, any dispute, claim or controversy arising out of or relating to this Agreement, or breach of the Agreement, shall be resolved in accordance with the dispute resolution procedure set forth below:

(a) The parties will attempt in good faith to resolve through negotiation any such dispute, claim, controversy arising of or relating to the Agreement or breach of the Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. Within fifteen (15) days after receipt of said notice (or such longer period as may be agreed to by the parties), the receiving party shall submit to the other party a written response. The notice and response shall include (i) a general statement of the party's position, and (ii) recommended solution to the dispute.

If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days of the date of receipt of the notice and response in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. All such communications, correspondence, proposals and recommendations are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use as aforesaid.

(b) If the dispute is not resolved by these negotiations, then the parties agree that the dispute shall be submitted to the CPR Institute for Dispute Resolution (the "CPR"), or its successor, for mediation in accordance with the Model Procedure for Mediation of Business Disputes in New York City. The parties will cooperate with the CPR and with one another in selecting a mediator from the CPR's panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the CPR. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any CPR employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that

evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for final and binding arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys fees, to be paid by the party against whom an order of enforcement is obtained.

(c) If the matter has not been resolved pursuant to the aforementioned mediation procedure within sixty (60) days of the initiation of such procedure, except where such time has been extended by mutual consent of the parties in writing, then the controversy shall be resolved by arbitration in accordance with the CPR's Rules for Non Administered Arbitration of Business Disputes (the "Rules"), by a sole arbitrator. The arbitrator shall be selected by agreement of the parties in accordance with Rule 6.4 of such Rules. The parties will cooperate in good faith with the CPR and with one another in selecting the sole arbitrator, and in scheduling the arbitration.

(d) The parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the CPR. The parties agree that the arbitrator shall not be empowered to award damages in excess of compensatory damages, and each party irrevocably waives all rights to recover such non-compensatory damages with respect to any dispute resolved by arbitration hereunder. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York City, New York. The provisions of this section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys fees, to be paid by the party against whom an order of enforcement is obtained.

(e) By executing this Agreement, the parties expressly agree to have all such disputes, claims or, controversies arising out of or relating to this Agreement or the breach of this Agreement decided by neutral

arbitration, and they each hereby agree to give up any rights they might possess to have those matters litigated in a court or jury trial. By executing this Agreement, the parties give up their judicial rights to discovery and appeal, except to the extent that they are specifically provided for under this Agreement or the CPR's Rules. If a party refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under federal or state law. The parties each agree that their respective determinations to agree to this Section 16 is voluntary.

17. No Joint Venture. Neither party shall be or be deemed to be an agent, employee, partner or joint venturer of or for the other party.

18. Confidentiality. After the date hereof, each of PLAN NAME and BTE (a) shall hold and shall cause its officers, directors, employees, agents, accountants, representatives and advisors ("Representatives") to hold in strict confidence all the terms of this Agreement and all information furnished to such party or its Representatives in connection with the transactions contemplated by this Agreement as well as information concerning the other party contained in analyses, compilations, studies or other documents prepared by or on behalf of such party (collectively, the "Information"); provided that the Information shall not include any information which has become (i) generally available to the public other than as a result of a disclosure by such party or such party's Representatives, (ii) available to such party on a non-confidential basis from a source other than the other party or the agents of one of them if such source is to such party's knowledge entitled to disclose such information, or (iii) independently acquired or developed by such party; and (b) shall not, without the prior written consent of the other party, release or disclose any Information to any other person, except (i) to such person's Representatives who need to know the Information in connection with the consummation of the transactions contemplated by this Agreement, who are informed by such person of the confidential nature of the Information and who are caused by the relevant party to comply with the terms and conditions of this Section 17, and (ii) as may be required by applicable law, regulations or legal processes (including, without limitation, any disclosures of Information which are required to be made by applicable securities laws in connection with any financing activities of either party or standard disclosure requirements under the Securities Exchange Act of 1934, as amended). The parties hereto agree to cooperate with respect to a joint press release announcing the execution of this Agreement.

19. Notices. All notices under this Agreement shall be in writing and shall be given by either party by certified mail or guaranteed express mail as follows:

If to BTE :

Dale Whitney

Acting President
Bridges to Excellence, Inc.
665 Turnbridge Court
Alpharetta, GA 30022

WITH COPY TO:

Francois deBrantes
Treasurer
Bridges to Excellence, Inc.
13 Sugar Street
Newtown, CT 06470

If to PLAN NAME:

20. Bankruptcy. PLAN NAME and BTE shall each, in addition to its other rights, have the right, on written notice to the other, to terminate this Agreement if the other party files a petition in bankruptcy, or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against it and is not dismissed within (60) days thereafter, or if it becomes insolvent, or makes an assignment for the benefit of creditors, or files a petition or otherwise seeks relief under or pursuant to any federal or state bankruptcy, insolvency or reorganization statute or procedure, or if a custodian, receiver or trustee is appointed for it or a substantial portion of its business or assets (and such receivership is not discharged within sixty (60) days thereafter).

21. Integration. This Agreement shall be the final and complete agreement between PLAN NAME and BTE with respect to the subject matter hereof. No representations, inducements, premises or understandings exist in relation to the subject matter hereof, whether oral or written, except as expressly set forth herein, and this Agreement shall supercede all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written, unless otherwise expressly incorporated herein. No agreement or other understanding purporting to add to or to modify the terms and conditions hereof shall be binding unless agreed to by the parties in writing. Any terms or conditions in any forms of the parties used in the performance of this Agreement which are in conflict with the terms and conditions hereof shall be void.

22. Severability. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part because the provision is contrary to law or against public policy or for any other reason, then the provision shall be enforced to the extent valid and enforceable, and the validity and enforceability of the remaining provisions of this Agreement shall be unaffected.

23. Non-Waiver. The parties' failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or any other term, condition or covenant of this Agreement, or in any way to affect the validity of this Agreement. The exercise by BTE or PLAN NAME of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising hereunder of the same or any other rights, remedies or options.

24. Schedules. All Schedules referred to herein are attached hereto and incorporated by reference.

25. Article, Section and Other Headings. Headings of articles, sections and subsections of this Agreement are inserted for a convenience only and shall not be deemed to constitute a part hereof.

26. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each fully executed counterpart shall be deemed an original.

27. . In addition to this agreement an addendum that includes an outline of BTE operational responsibilities, and payment and invoicing tasks required of PLAN NAME will be required.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PLAN NAME
PLAN NAME

BRIDGES
TO EXCELLENCE, INC.

By: _____
Name
Title, Company

By: _____
Dale Whitney
Acting President

SCHEDULE I
LICENSED MARKS

- All Current and Future Bridges To Excellence marks including:
 - Bridges To Excellence
 - Physician Office Link
 - Diabetes Care Link
 - Cardiac Care Link
 - Internal Medicine Link
 - Spine and Back Care Link
 - Cancer Care Link
 - Diabetes Care Rewards
 - Cardiac Care Rewards
 - BTE Quality Ratings
- All intellectual property and operational toolkits and expertise relating to Current and Future Bridges To Excellence programs including:
 - Physician Office Link
 - Diabetes Care Link
 - Cardiac Care Link
 - Internal Medicine Link
 - Spine and Back Care Link
 - Cancer Care Link

Note: All BTE Operations tools (i.e. BTE Quality Ratings, Diabetes Care Rewards, Recognition Data Exchange) are subject to specific usage fees.

SCHEDULE II BTE Operations

BTE will act in a supporting role to all BTE Administrators in a region to ensure that employer and provider needs are fully met. The following list outlines BTE responsibilities in any given region:

- Implementation support to include:
 - i. Health Plan Licensee Kick-off meeting (provides BTE overview and formalizes the project internally)
 - ii. Patient Attribution rules
 - iii. Work with Licensees to train them on BTE methodology
 - iv. Collaborate with Licensees to develop project plan
 - v. Participate in Regional calls, as needed
- Provide communication support, through sample letters, press release templates/assistance, and sample employee communications for consumer tools promotion
- Provide support for interface between Licensee and BTE Operations to deliver Physician/practice certification data, Physician/practice demographics, physician report card
- Support and maintain BTE tools including Physician Quality Ratings, Physician & Practice Portal sites, and Patient Experience of Care survey.
- Provide Web portal on BTE site for the particular regional implementation
- Distribution and maintenance of operational toolkits, including Licensee and Operations Manual
- Provide information and feedback to licensees of BTE executive committee decisions.

BTE Recognition Data Exchange and Supporting Web Portals

The regional tasks supported by BTE Operations through its Recognition Data Exchange and Web Portals include

- Overall attribution of patient counts to physicians: Aggregation of data across BTE administrators to create a master attribution list and associated communications of such to physicians through the physician and practice portals.
- Physician and Practice portals: Transfer of data from BTE Operations to BTE administrators including the eligibility of providers for rewards, associated parsing of any Performance Assessment Organization fee reimbursement, posting of eligibility for rewards and qualification under the BTE programs to physician and practice portals and the physician report cards.
- Physician report cards: Engagement of employees through the physician report cards ("consumer portal") by providing physician ratings in their community. Additionally, collecting and showing patient experience of care data, and making said files available to plans

BTE Operations Costs and Invoicing:

- Cost:
 1. \$0.02 (2 cents) per member per month, based on total members; **or** \$0.40 (40 cents) per diabetic or cardiac member per month (if applicable)
 2. Market minimum of \$50,000 and capped at \$150,000 per year

Per member per month and per diabetic member or cardiac member per month depends on market preference and how a health plan administrator delivers pricing/services to participating customers.

Licensees will be billed quarterly and will have 30 days to remit payment to BTE.

SCHEDULE III
BTE PRINCIPLES

- Rewards have to be meaningful and positive, and result in a positive sum outcome for program participants
- Pay rewards after physicians have demonstrated high performance
- Encourage enrollees to seek out better performers and create incentives for better self-care
- Use independent national accrediting organization to assess and recognize provider performance community-wide
- Continue pushing for ever-tougher standards
- Demand complete accountability for use of resources and delivery of outcomes
- Within the limits of applicable law, participate in cross-learnings with all BTE participants on the results of programs
- Interface with BTE Operations where applicable to maximize program impact in the market