Software User Agreement

WHEREAS, LogistiCare Solutions, LLC ("LogistiCare") provides, among other things, transportation brokerage for the provision of non-emergency transportation services to eligible recipients; and

WHEREAS, _____ ("Provider") is a transportation company that provides non-emergency transportation services to eligible recipients pursuant to a Transportation Agreement with LogistiCare; and

WHEREAS, Provider wishes to utilize certain software referred to herein as Provado Billing Manager and/or Provado Dispatch Manager software ("Software"), to be made available by LogistiCare, through which Provider may dispatch trips assignments, submit billings, verify or otherwise manage trips performed on behalf of LogistiCare; and

WHEREAS, Provider wishes to enter into this Software User Agreement for the access to such software under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS
(A) "Parties" means LogistiCare and the Provider, collectively.

(B) "Affiliate" includes any corporation or other legal entity (including joint ventures and trusts) controlling, controlled by, or under common control with the Provider through stock ownership or other equity interest, direct or indirect, and all employees, agents, consultants, representatives, successors, heirs and assigns thereof.

(C) A "Third Party" includes a natural person or legal entity, other than LogistiCare, the Provider, or an Authorized User.

(D) "Software Update" is any replacement, modification or upgrade to the Transportation Verification System software. A Software Update includes, but is not limited to a new release, a modified version, help content, a bug fix, or a maintenance release.

(E) "Authorized User" or "User" means a person who has been approved by LogistiCare to use the Software. Such approval to use the Software is obtained via a registration process provided by LogistiCare.

II. RIGHT OF USE AND RESTRICTIONS
(A) Subject to the terms and conditions of this Agreement, LogistiCare grants users a non-transferable, non-assignable, and non-exclusive right during the initial term of the subscription and any Renewal Term, as defined in Section IV, to electronically access and use the Software via the designated LogistiCare websites (hereinafter, "Websites") solely to manage aspects of health care related transportation, and solely by such number of authorized users who are employees

of the Provider and for whom users have paid the applicable fee, if any. All rights not expressly granted herein are reserved by LogistiCare.

(B) Users are entitled to access any Software Update, as defined herein, that LogistiCare, at its sole discretion, generally makes available to authorized users of the Software. Any Software Update will be considered part of the Software and subject to the terms of this Agreement, unless the Software Update is accompanied by additional terms or a further Agreement that supersedes this Agreement, and in which case the Software Update will be subject to the additional terms or the further Agreement.

(C) Users are not licensed or permitted under this Agreement and users shall

1. not allow any third party to permit an Affiliate to access or attempt to use the Software or access the Websites;

2. not allow any third party to access or attempt to access any other LogistiCare systems, programs or data that are not made available for public use;

3. not allow any third party to copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Websites;

4. not permit any third party to benefit from the use or functionality of the Software or Services via a rental, lease, or other arrangement

5. not allow any third party to transfer any of the rights granted to users under this Agreement;

6. not allow any third party to work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law;

7. not allow any third party to perform or attempt to perform any actions that would directly or indirectly interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by LogistiCare or LogistiCare's other licensees or customers, or impose an unreasonable or disproportionately large load on the Transportation Verification System or LogistiCare's infrastructure, and

8. not allow any third party to use the Software for an unlawful purpose or to otherwise use the Software except as expressly allowed under this Section II.

III. OWNERSHIP

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. LogistiCare and/or its licensor(s) own the title, copyright and other worldwide intellectual property rights in the Software and all copies of the Software. The Software is licensed for

use and is not sold. Provider shall not engage in any activity that infringes or misappropriates the intellectual property rights of LogistiCare or of its licensor(s). This Agreement does not grant Provider or Users any rights to trademarks or service marks of LogistiCare.

IV. SUBSCRIPTION PRICE, PAYMENT

The right to use the Software is provided at no c ost to Provider so long as Provider is under contract as a transportation provider to LogistiCare. If Provider's transportation agreement with LogistiCare is terminated for any reason Provider's right to access and use the Software and associated web site will also be terminated.

V. REGISTRATION DATA

Users must complete a registration process to use the Software and Services and must (i) provide accurate, current and complete information (the "Registration Data") as prompted by LogistiCare, and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If Users provide any Registration Data that is inaccurate, not current or incomplete, or if LogistiCare has reasonable grounds to suspect that the date is inaccurate, not current or incomplete, LogistiCare may, in its sole discretion, suspend or terminate User's account and refuse any and all current or future access to and use of the Software or Services (or any portion thereof).

VI. PROVIDER ACCESS INFORMATION AND DATA

(A) Provider and its Authorized Users are solely responsible for (i) maintaining the confidentiality and security of Users' name(s), password(s), and any other security or access information used by Users to access the Software and Services (collectively, "Provider Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that users store or use in or with the Software and Services (collectively, "Data").

(B) Provider is responsible for providing access under the terms of this Agreement to Authorized Users who are Provider's employees, and for ensuring that such Authorized Users comply with this Agreement.

(C) Provider will be responsible for all electronic communications, including Registration Data and other data ("Communications") entered using the Provider Access Information. LogistiCare assumes that any Communications it receives through use of the Provider Access Information were sent or authorized by Users. Provider agrees to immediately notify LogistiCare if it becomes aware of any loss, theft or unauthorized use of any Provider Access Information or Data. LogistiCare reserves the right to deny Users access to the Software or Services (or any part thereof) if LogistiCare reasonably believes that any loss, theft or unauthorized use of Provider Access Information has occurred. Users must inform LogistiCare of, and hereby grants to LogistiCare permission to use, Provider Access Information to enable LogistiCare to provide the Services to Users, including updating and maintaining Data, addressing errors or service

interruptions, and to enhance the types of data and services LogistiCare may provide in the future.

VII. SUPPORT SERVICES

The Services provided by LogistiCare under this Agreement may include support services related to the Software ("Support Services"), such as an online knowledge base and other documentation, online tutorials, online demonstrations, online slide shows, and an online issue ticketing system. Use of Support Services, if any, is governed by LogistiCare's policies and programs described in any user's manual, in online documentation, and/or in other materials provided by LogistiCare. Any supplemental Software code provided to Users as a part of Support Services will be considered part of the Software and subject to the terms of this Agreement.

VIII. SOFTWARE AND SERVICE MODIFICATIONS AND MAINTENANCE

(A) LogistiCare shall have the right, in its sole discretion, to revise, update, or otherwise modify the Software or Services. LogistiCare will attempt to provide prior notice of such a revision, update or other modification of the Software or Services, but does not guarantee that such notice will be provided. LogistiCare reserves the right to make such a revision, update or other modification to the Software or Services effective immediately and without prior notice to maintain the security of the Transportation Verification System or to comply with any laws or regulations. Users continued use of the Software or Services will constitute Provider's acceptance of and agreement to such revision, update or other modification.

(B) LogistiCare may, from time to time, perform maintenance upon the Software or Services resulting in interrupted service, delays or errors in the Software or Services. LogistiCare will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

IX. THIRD PARTY SERVICES

In connection with Provider's use of the Software, Users may be made aware of services, products, offers and promotions provided by third parties, and not by LogistiCare ("Third Party Services"). If Users decide to use Third Party Services, Users and Provider are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. Provider agrees that the third party, and not LogistiCare, is responsible for the performance of the Third Party Services.

X. THIRD PARTY WEBSITES

The Software may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of LogistiCare. LogistiCare is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. LogistiCare does not review, approve, monitor, endorse,

warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Software or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by LogistiCare of any information contained in any Third Party Website. In no e vent will LogistiCare be responsible for the information contained in such Third Party Website or for Users use of or inability to use such website. Access to any Third Party Website is at Provider's own risk, and Provider acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from those of LogistiCare. LogistiCare is not responsible for such provisions, and expressly disclaims any liability for them.

XI. HIPAA COMPLIANCE

The Software and Services provide features for managing health care related transportation in a manner that complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Provider agrees to use the Software and Services in a manner consistent with HIPAA and all applicable federal and state privacy laws relating to medical or health information.

XII. TERM AND TERMINATION

(A) This Agreement shall have a term of one year from the date of execution by LogistiCare and will automatically renew for successive one year terms. This Agreement shall terminate automatically without notice or action of either Party at such time as Provider's Transportation Agreement with LogistiCare Solutions, LLC is terminated. LogistiCare reserves the right, in its sole discretion, to terminate Users access to the Software and Services or any portion thereof at any time, without notice. Upon termination, users must immediately cease using the Software and Services. Any termination of this Agreement shall not affect LogistiCare's rights hereunder. Further, Provider agrees that upon termination of this Agreement as provided in this Section XII or cancellation of the subscription by users in accordance with Section IV, LogistiCare shall not be liable to Provider, Users or any third party for any termination of access to the Software or Services.

(B) In addition to its other rights of termination, LogistiCare shall have the right to terminate this Agreement and the right of use granted herein in the event the Provider (i) ceases conducting business in the normal course; (ii) initiates proceedings for the liquidation or winding up of the Provider's business or for the termination of its corporate charter; (iii) becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors; (iv) is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (v) becomes the subject of any involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (vi) is liquidated or dissolved; (vii) is

adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or (viii) becomes subject to direct control by a receiver, liquidator, trustee, or assignee in bankruptcy or insolvency.

(C) Provider may terminate this Agreement at any time by providing ten (10) days advance written notice to LogistiCare.

XIII. NONCOMPETITION

(A) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not, directly or indirectly, use the Websites, Software and Services in any manner that would compete or tend to compete with the business of LogistiCare, including but not limited to brokering the provision of health care related transportation, or to otherwise use the Websites, Software and Services for any commercial purpose except strictly in accordance with the terms of this Agreement.

(B) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not write, develop, produce, sell, disseminate, disclose, lecture on, publ ish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

(C) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not assist a third party to write, develop, produce, sell, disseminate, disclose, lecture on, publish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

XIV. COPYRIGHT

(A) All title and copyrights in and to the material and content of the Websites ("Content") (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), any accompanying printed materials, and any copies of the Software, are owned by LogistiCare or its suppliers. This Agreement grants users no title to the Content or rights to use the Content.

(B) The Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of LogistiCare, except that users may print out a copy of this Agreement or the Content solely for the intended use of the Software. In doing so, Users may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark or any other proprietary notice or legend appearing on any of the Content.

(C) Provider or Users may not reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Software in whole or part, or transmit or communicate the Software over a network.

XV. EXPORT RESTRICTIONS

Users may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the U.S. Department of Commerce.

XVI. DISCLAIMER OF WARRANTIES

LOGISTICARE AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SERVICES "AS IS", WITH ALL FAULTS, AND ON AN "AS AVAILABLE" BASIS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, PERFORMANCE, CONDITION OF TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. LOGISTICARE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, IDENTITY THEFT, THREAT OF HACKERS, OTHER PROGRAM LIMITATIONS, OR THAT THE SOFTWARE OR SERVICES WILL MEET USERS REQUIREMENTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND SERVICES IS WITH PROVIDER AND/OR USERS.

XVII. LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOGISTICARE OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF LOGISTICARE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITYOF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

XVIII. SEVERABILITY

If any portion of this Agreement is adjudicated to be invalid or unenforceable in the governing jurisdiction, the remainder shall remain in full force and effect and shall be enforceable against LogistiCare and Provider, and the invalid or unenforceable portion shall be reformed, if possible, to be as close to the invalid or unenforceable portion as enables said reformed portion to be valid and enforceable, and said reformed portion shall reflect a most favorable interpretation of the invalid or unenforceable portion, both in letter and inferences to the advantage of LogistiCare.

XIX. NO WAIVER

No waiver of any right under this Agreement will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this Agreement.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as agreed in writing by the Parties, such amendment to become effective on t he date stipulated in such amendment, unless unilateral amendment is permitted pursuant to Section XXII (C).

XXI. INDEMNIFICATION

(A) Provider hereby agrees to indemnify, defend and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expenses (including attorneys'fees) arising out of, or alleged to arise out of or be in connection with Provider's use of the services under this Agreement or violation of the terms of this Agreement).

(B) Provider further agrees to indemnify and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or alleged to arise out of Users' use of the Software or Services, Users' violation of the terms and conditions in this Agreement, or the infringement by Users, or any other user of the Software or Service using Users' computer, of any intellectual property or other right of any person or entity.

XXII. GENERAL PROVISIONS

(A) This Agreement, including all matters of construction, validity, and performance, will be governed by and construed and enforced in accordance with the laws of the State of Georgia as applied to contracts made, executed, and to be fully performed in such state by citizens of such state, without regard to its conflict of law rules. The Parties agree that the exclusive jurisdiction and venue for any action brought between the Parties under this Agreement will be a court of the State of Georgia in Fulton County, and the Parties further consent to request assignment of the case to the Business Court of Fulton County.

(B) All notices, demands and other communications directed to Provider or Users hereunder shall be sent to the email addresses or U.S. mail addresses

Provider supplies during the registration process. Any notices Provider or Users send to LogistiCare should be sent by email to info@LogistiCare.com, or by regular mail to LogistiCare Solutions, LLC, c/o Provado Technologies, LLC, 8647 Baypine Road, Suite 204, Jacksonville, FL 32256. Notices will be deemed to have been delivered, whether dispatched by email or otherwise, at the time of receipt.

(C) LogistiCare shall have the right to change or add to the terms of use of the Software and Services, (provided that it is not LogistiCare's intent that such change substantially affect the use rights granted to Provider in Section II and for which consideration was paid by Provider or Users) and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means LogistiCare determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any LogistiCare sponsored web site, including but not limited to the Websites. Any use of the Software by Provider or Users after LogistiCare's publication of any such changes shall constitute Provider's acceptance of this Agreement as modified. If Provider does not agree with any amended terms and conditions it may terminate this Agreement by submitting a written termination notice as provided in Section XII (C).

(D) The Section Headings in this Agreement are for convenience and ease of reference only, and shall not be deemed to alter or effect any provision hereof.

(E) Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

(F) Provider attests that the individual signing this Agreement is authorized to execute the Agreement and to bind Provider to the terms herein.

Provider:	LOGISTICARE SOLUTIONS, LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

KY_OON Software Agreement
v-June 2011