VENDORCLEAR.COM
SERVICE AGREEMENT

THIS VENDORCLEAR.COM SERVICE AGREEMENT (the "Agreement") is entered into on the ___ day of _____________, 2009, by and between VendorClear.com, L.L.C., a Texas limited liability company ("VendorClear"), and University Medical Center of Southern Nevada ("Healthcare Facility") herein.

RECITALS:

A. VendorClear maintains a website that will provide credential verification services for healthcare facilities, including hospitals, ambulatory surgical centers and physician offices.

B. Healthcare Facility is a health care delivery system that includes multiple facilities.

NOW THEREFORE, for and in consideration of the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Use of VendorClear Website. Healthcare Facility shall use the services provided on VendorClear.com for the period beginning April 1, 2009 through March 31, 2012. VendorClear.com hereby grants to Healthcare Facility a non-exclusive limited license for Healthcare Facility to use the VendorClear.com website during the term of this Agreement to stay compliant with The Joint Commission recommendations, confirm vendor credentials, track vendors in and out of the facility, manage and monitor real time vendor activity in the facility and run history reports on vendor activity in the facility, but for no other purpose.

2. Compensation. The VendorClear.com website and services will be provided to Healthcare Facility at $0 for a period of three (3) years from the period beginning in Paragraph 1. above. This agreement shall automatically renew on the same terms for successive one (1) year terms unless terminated in accordance with paragraph 7 or unless VendorClear provides notice of nonrenewal 180 days prior to renewal.

3. Feedback to VendorClear. Healthcare Facility agrees that it will give constructive feedback to representatives of VendorClear regarding its use of the VendorClear.com website in order to enable VendorClear to fix any problems and improve the services provided to Healthcare Facility and other health care providers.

4. Terms and Conditions. The Terms and Conditions attached hereto as Exhibit A are incorporated into this Agreement as if set forth fully herein.
5. **Confidentiality.**

a. VendorClear acknowledges that Healthcare Facility is a public entity subject to Nevada’s Public Record Law. In the event Healthcare Facility is required to disclose VendorClear’s Confidential and Proprietary Information by law, regulation or order of any governmental authority, Healthcare Facility will notify VendorClear prior to disclosure and cooperate with VendorClear’s request for a protective order or in camera inspection.

b. Both VendorClear and Healthcare Facility acknowledge that during the term of this Agreement, the other party will have access to or become acquainted with information of a confidential or proprietary nature which may be directly or indirectly related to the respective party’s business. The parties further acknowledge that such information is a valuable, unique asset of the other party and is continually used by such party in the development, promotion and operation of its respective business and may give such party certain advantages over competitors which do not have access to such information (hereinafter referred to as "Confidential Information"). The parties further acknowledge that Confidential Information has been, or will be, acquired at the expense and effort of the other party, its employees, agents and representatives.

c. Confidential Information of VendorClear includes, without limitation: non-public information relating to VendorClear’s website, marketing methods, market research and data, marketing activities and plans, business systems and procedures, software and hardware, technical data, operations data, contact lists, business plans, finances and other business affairs. Notwithstanding anything in this Agreement to the contrary, however, Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the restricted party or by the restricted party’s representatives, (ii) was available to the restricted party on a non-confidential basis prior to its disclosure to the restricted party by the other party or its agents, (iii) becomes available to the restricted party on a non-confidential basis from a source other than the other party or its agents, provided that such source is not bound by a confidentiality agreement with the other party known to the restricted party or the restricted party’s representatives, or (iv) is required to be disclosed by law, court order, subpoena or regulatory body.

d. VendorClear and Healthcare Facility hereby covenant and agree that they will not (i) use the Confidential Information of the other party at any time other than in the performance of their respective duties and responsibilities hereunder, (ii) make known or otherwise disclose in any manner to any person, firm or entity the Confidential Information of the other party, or (iii) make known or otherwise disclose the Confidential Information of the other party in any manner to any employee, agent or representative to
whom such disclosure is not necessary or desirable for the performance of the other party's duties and responsibilities. Both VendorClear and Healthcare Facility agree to abide by reasonable policies established for the protection of Confidential Information including the use of document legends regarding confidentiality, record-keeping procedures and copying control policies.

6. **Non-Exclusive Relationship.** Healthcare Facility acknowledges and agrees that the use of the VendorClear.com website and the VendorClear services is on a non-exclusive basis.

7. **Term and Termination.**

   a. This Agreement is effective commencing on April 1, 2009 and shall continue in effect through March 31, 2012, unless terminated as provided herein.

   b. Either party may terminate this Agreement for any reason upon 30 days' written notice to the other party.

8. **Amendment and Waiver.** This Agreement may be amended or modified, and any provision of this Agreement may be waived, only by a separate writing signed by Healthcare Facility and VendorClear. No failure or delay by Healthcare Facility or VendorClear in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or any further exercise thereof.

9. **Governing Law and Venue.** This Agreement and all issues relating to this Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of Nevada without regard to the conflicts of laws principles of any jurisdiction. The exclusive venue of any action, suit, or proceeding relating to this Agreement or any rights or obligations under this Agreement shall lie in Las Vegas, Clark County, Nevada.

10. **Entire Agreement.** This Agreement, including Exhibit A, contains the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

11. **Partial Invalidity.** If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.
12. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the address stated below in this Agreement. Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this paragraph, then it shall be deemed given, delivered and received three days after the date such notice or other communication is deposited with the United States Postal Service or overnight express courier service in accordance with this section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

If to VendorClear: VendorClear.com, L.L.C.
7700 Equitable Drive
Suite 103
Eden Prairie, MN 55344
Attn: Mike Schreiber

If to Healthcare Facility: University Medical Center of Southern Nevada
800 Rose Street
Suite 504
Las Vegas, NV 89106
Attn: Chief Executive Officer

13. **Counterparts.** This Agreement may be executed in counterparts, both of which taken together shall be deemed one original.

14. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by any party hereto without the prior written consent of the other party.

15. **Budget Act.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Healthcare Facility for the then current fiscal year under the Local Government Budget Act. Healthcare Facility agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

16. **Fiscal Fund Out Clause.** This Agreement shall terminate and Healthcare Facility's obligations under it shall be extinguished at the end of any of Healthcare Facility's fiscal years in which Healthcare Facility's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Healthcare Facility agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year.
Termination under this section shall not relieve Healthcare Facility of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

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

VENDORCLEAR.COM, L.L.C.

By: ___________________________
Mike Schreiber, Managing Partner

University Medical Center of Southern Nevada

By: ___________________________
Kathleen Silver, CEO
EXHIBIT A

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. By registering on this site, each Vendor, Healthcare Facility or other user expressly agrees to be bound by these Terms and Conditions.

1. **Content.** If the User is a Vendor, such Vendor agrees that it will not submit any inaccurate, misleading or false information to the VendorClear.com web site. By registering with VendorClear.com and using the VendorClear.com services, Vendor represents that all information submitted in connection with such registration and use is and will be true and correct. Vendor understands that it is solely responsible for the accuracy of such information.

2. **Access to Content.** Vendor acknowledges that Healthcare Facilities will have access to any and all information posted on this VendorClear.com web site by such Vendor, and Vendor expressly consents to the access and use of such content by Healthcare Facilities.

3. **Use of Services.**
   
a. Both Vendors and Healthcare Facilities shall use the services in a manner consistent with any and all applicable local, state, national and international laws.

   b. Both Vendors and Healthcare Facilities agree that they will not provide inaccurate, misleading or false information to VendorClear.com or to any other Vendor or Healthcare Facility.

   c. Vendors and Healthcare Facilities agree to use the VendorClear.com system only for its intended purpose.

   d. Neither Vendors nor Healthcare Facilities shall post, copy, transfer or show in any manner any copyrighted or trademarked information without the prior consent of the owner of such proprietary rights.

4. **Disclaimers.** VendorClear.com makes no representations regarding the accuracy of any information posted by a Vendor and VendorClear.com shall not be held liable in any manner if any such information is inaccurate, misleading or false. VendorClear.com does not guarantee or promise any specific results from the use of this web site and/or the VendorClear.com services.

5. **Lack of Responsibility.** VendorClear.com assumes no responsibility for any error or delay in transmission, line failure, theft or destruction or unauthorized access to communications by any Vendor, Healthcare Facility or third party. VendorClear.com shall not be liable for any damage to computer equipment or software that may occur on account of access to or use of the VendorClear.com web site or downloading of materials, data, text, or images from this web site, whether caused by a virus, bug or otherwise.

6. **Links to Third Party Web Sites.** This site is linked to third party web sites. The linked sites are outside the control of VendorClear.com and VendorClear.com shall not be responsible for the contents of any linked site or any link contained in a linked site. VendorClear.com provides these links only as a convenience, and the inclusion of any link does not imply endorsement or approval by VendorClear.com of the web site. VendorClear.com shall not be responsible in any manner for the contents of any site linking to the VendorClear.com site.

7. **Vendors/Advertisers.** Any correspondence or business dealings with Vendors or advertisers found on or through this web site, including payment and delivery of related goods or services are solely between the user and such Vendor or advertiser. VendorClear.com shall not be responsible or liable for any loss or damage incurred as the result of such business dealings.
8. **Proprietary Rights.** Both Vendors and Healthcare Facilities acknowledge and agree that VendorClear.com owns and retains all proprietary rights in the services and this web site.

9. **LIMITATION OF LIABILITY.** VENDORCLEAR.COM SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY USE OF THE VENDORCLEAR.COM WEB SITE OR THE SERVICES, ANY INFORMATION POSTED ON THE WEB SITE OR TRANSMITTED TO A VENDOR, HEALTHCARE PROVIDER OR ANY THIRD PARTY, OR ANY INTERACTIONS BETWEEN USERS OF THE WEB SITE, WHETHER ONLINE OR OFFLINE. VENDORCLEAR.COM SHALL NOT BE LIABLE TO ANY VENDOR, HEALTHCARE FACILITY OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING FROM MY USE OF THIS WEB SITE OR THE SERVICES.

10. **INDEMNITY.** EACH VENDOR AND ANY OTHER USER OF THIS WEB SITE AGREES TO INDEMNIFY AND HOLD VENDORCLEAR.COM, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, OR DEMAND, INCLUDING ITS USE OF THE VENDORCLEAR.COM WEB SITE AND/OR SERVICES IN VIOLATION OF THESE TERMS AND CONDITIONS.

11. **Disputes.** If there is any dispute about or involving this web site and/or the services provided by VendorClear.com, the dispute shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions. Each Vendor, Healthcare Facility and any third party using this web site agrees to personal jurisdiction by and venue in the State of Nevada and the U.S. District Court of Nevada (Southern Division) or the Eighth Judicial District Court of Nevada.

12. **Amendments and Modifications.** VendorClear.com reserves the right to modify or amend these Terms and Conditions at any time with a minimum of sixty (60) days notice to Healthcare Facility.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
☐ Individual  ☐ Partnership  ☑ Limited Liability Company  ☐ Corporation  ☐ Trust  ☐ Other

Business Designation Group (For informational purposes only)
☐ MBE  ☐ WBE  ☑ SBE  ☐ PBE  ☐ LBE  ☐ NBE


Business Name: VendorClear.com
(Include d.b.a., if applicable)

Business Address: 16332 Mayfield Drive
Eden Prairie, MN 55344

Business Telephone: (952) 843-5314
Business Fax: (952) 843-5345

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th></th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael J. Schreiber</td>
<td></td>
<td>Managing Principal</td>
</tr>
<tr>
<td>Ryan Nowlin</td>
<td></td>
<td>Partner</td>
</tr>
<tr>
<td>Jeff Rutherford</td>
<td></td>
<td>Partner</td>
</tr>
</tbody>
</table>

☐ By checking this box I certify that none of the individuals involved in this business exceed more than five percent (5%) ownership or financial interest.

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: ____________________________
Capacity: ____________________________

Print Name: Mike Schreiber
Date: 12-27-08

Managing Principal
Title: ____________________________