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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended October 31, 2013

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 0-28132

STREAMLINE HEALTH SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**31-1455414**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1230 Peachtree Street, NE, Suite 1000,
Atlanta, GA 30309
(Address of principal executive offices) (Zip Code)
(404) 446-0050
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company x

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

The number of shares outstanding of the Registrant's Common Stock, $.01 par value, as of December 12, 2013: 17,392,444

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PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

STREAMLINE HEALTH SOLUTIONS, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited)

	October 31, 2013	January 31, 2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 4,263,991	$ 7,500,256
Accounts receivable, net of allowance for doubtful accounts of $109,000 and $134,000, respectively	6,885,405	8,685,017
Contract receivables	1,387,147	1,481,819
Prepaid hardware and third party software for future delivery	25,463	22,777
Prepaid client maintenance contracts	1,230,073	1,080,330
Other prepaid assets	963,771	997,024
Other current assets	76,544	110,555
Total current assets	14,832,394	19,877,778
Non-current assets:		
Property and equipment:		
Computer equipment	3,496,270	3,420,452
Computer software	2,205,941	2,196,236
Office furniture, fixtures and equipment	886,664	843,274
Leasehold improvements	697,570	697,570
	7,286,445	7,157,532
Accumulated depreciation and amortization	(6,446,291)	(5,958,727)
Property and equipment, net	840,154	1,198,805
Contract receivables, less current portion	87,105	126,626
Capitalized software development costs, net of accumulated amortization of $19,551,000 and $17,465,000, respectively	11,777,539	12,816,486
Intangible assets, net	12,044,903	8,188,131
Deferred financing costs, net	243,622	541,740
Goodwill	12,344,199	12,133,304
Other	543,087	383,708
Total non-current assets	37,880,609	35,388,800
	$ 52,713,003	$ 55,266,578

See accompanying notes.

	October 31, 2013	January 31, 2013
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,601,279	$ 1,495,913
Accrued compensation	1,301,613	2,088,850
Accrued other expenses	1,838,952	1,325,039
Current portion of long-term debt	12,750,000	1,250,000
Deferred revenues	7,126,543	9,810,442
Current portion of consideration for earn-out	4,560,000	1,319,559
Current portion of deferred tax liability	—	35,619
Total current liabilities	29,178,387	17,325,422
Non-current liabilities:		
Term loans	—	12,437,501
Warrants liability	6,393,435	3,649,349
Consideration for earn-out, less current portion	900,000	—
Royalty liability	2,225,000	—
Lease incentive liability, less current portion	81,228	99,579
Deferred income tax liability, less current portion	792,506	529,709
Total non-current liabilities	10,392,169	16,716,138
Total liabilities	39,570,556	34,041,560
Series A 0% Convertible Redeemable Preferred Stock, $.01 par value per share, $9,749,985 redemption value, 4,000,000 shares authorized, 3,249,995 shares issued and outstanding, net of unamortized preferred stock discount of $2,400,475 and $4,234,269, respectively	7,578,465	7,765,716
Stockholders' equity:		
Common stock, $.01 par value per share, 25,000,000 shares authorized; 13,922,834 and 12,643,620 shares issued and outstanding, respectively	139,228	126,436
Convertible redeemable preferred stock, $.01 par value per share, 1,000,000 shares authorized, no shares issued	—	—
Additional paid in capital	51,040,745	49,178,389
Accumulated deficit	(45,615,991)	(35,845,523)
Total stockholders' equity	5,563,982	13,459,302
	$ 52,713,003	$ 55,266,578

See accompanying notes.

STREAMLINE HEALTH SOLUTIONS, INC.

CONDENDSED CONSOLIDATED STATEMENTS OF OPERATIONS
Three and Nine Months Ended October 31,
(Unaudited)

	Three Months		Nine Months	
	2013	2012	2013	2012
Revenues:				
Systems sales	$ 347,532	$ 290,294	$ 2,905,846	$ 719,495
Professional services	966,962	1,089,814	2,925,553	3,153,672
Maintenance and support	3,523,551	3,148,442	10,524,595	7,797,263
Software as a service	1,893,489	2,005,813	5,622,237	5,358,120
Total revenues	6,731,534	6,534,363	21,978,231	17,028,550
Operating expenses:				
Cost of systems sales	611,887	717,901	1,911,609	1,936,761
Cost of professional services	1,262,559	854,997	3,503,765	1,910,951
Cost of maintenance and support	739,887	918,750	2,519,952	2,349,745
Cost of software as a service	520,062	550,875	1,613,217	1,849,962
Selling, general and administrative	3,373,230	2,926,830	10,362,246	6,800,794
Research and development	1,370,178	866,659	3,627,336	1,833,865
Total operating expenses	7,877,803	6,836,012	23,538,125	16,682,078
Operating income (loss)	(1,146,269)	(301,649)	(1,559,894)	346,472
Other income (expense):				
Interest expense	(580,390)	(895,142)	(1,734,763)	(1,494,161)
Miscellaneous income (expenses)	(4,510,439)	43,549	(6,316,867)	55,805
Loss before income taxes	(6,237,098)	(1,153,242)	(9,611,524)	(1,091,884)
Income tax benefit (expense)	4,680	3,552,879	(158,944)	3,519,879
Net earnings (loss)	$ (6,232,418)	$ 2,399,637	$ (9,770,468)	$ 2,427,995
Less: deemed dividends on Series A Preferred Shares	(374,162)	(139,133)	(731,309)	(139,133)
Net earnings (loss) attributable to common shareholders	$ (6,606,580)	$ 2,260,504	$ (10,501,777)	$ 2,288,862
Basic net earnings (loss) per common share	$ (0.50)	$ 0.18	$ (0.82)	$ 0.20
Number of shares used in basic per common share computation	13,257,943	12,393,352	12,884,711	11,346,428
Diluted net earnings (loss) per common share	$ (0.50)	$ 0.15	$ (0.82)	$ 0.18
Number of shares used in diluted per common share computation	13,257,943	15,365,238	12,884,711	12,417,256

See accompanying notes.

STREAMLINE HEALTH SOLUTIONS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

Nine Months Ended October 31,

(Unaudited)

	2013	2012
Operating activities:		
Net earnings (loss)	$ (9,770,468)	$ 2,427,995
Adjustments to reconcile net earnings (loss) to net cash provided by operating activities:		
Depreciation	490,043	546,354
Amortization of capitalized software development costs	2,086,885	1,928,038
Amortization of intangible assets	946,228	256,976
Amortization of other deferred costs	296,942	227,881
Valuation adjustment for warrants liability	2,082,789	—
Deferred tax expense	150,634	(3,564,612)
Valuation adjustment for contingent earn-out	4,140,441	86,839
Net loss from conversion of convertible notes	—	56,682
Share-based compensation expense	1,203,919	645,407
Changes in assets and liabilities, net of assets acquired:		
Accounts and contract receivables	2,509,842	(1,351,935)
Other assets	(627,883)	(482,785)
Accounts payable	87,014	(137,107)
Accrued expenses	(150,206)	947,630
Deferred revenues	(2,683,899)	881,677
Net cash provided by operating activities	762,281	2,469,040
Investing activities:		
Purchases of property and equipment	(106,392)	(546,061)
Capitalization of software development costs	(1,047,938)	(1,571,420)
Payment for acquisition, net of working capital acquired	(3,000,000)	(12,161,634)
Net cash used in investing activities	(4,154,330)	(14,279,115)
Financing activities:		
Net proceeds from term loan	—	9,880,000
Principal repayments on term loans	(937,501)	—
Payment of deferred financing costs	—	(1,246,107)
Proceeds from private placement	—	12,000,000
Payment of success fee	—	(700,000)
Proceeds from exercise of stock options and stock purchase plan	1,093,285	161,823
Net cash provided by financing activities	155,784	20,095,716
(Decrease) increase in cash and cash equivalents	(3,236,265)	8,285,641
Cash and cash equivalents at beginning of period	7,500,256	2,243,054
Cash and cash equivalents at end of period	$ 4,263,991	$ 10,528,695

See accompanying notes.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATMENTS
(Unaudited)

NOTE A — BASIS OF PRESENTATION

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared by Streamline Health Solutions, Inc. (the "Company"), pursuant to the rules and regulations applicable to quarterly reports on Form 10-Q of the U. S. Securities and Exchange Commission. Certain information and note disclosures normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information not misleading. In the opinion of our management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the Condensed Consolidated Financial Statements have been included. These Condensed Consolidated Financial Statements should be read in conjunction with the financial statements and notes thereto included in our most recent annual report on Form 10-K, Commission File Number 0-28132. Operating results for the three and nine months ended October 31, 2013 are not necessarily indicative of the results that may be expected for the fiscal year ending January 31, 2014.

NOTE B — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company's significant accounting policies are presented in “Note B – Significant Accounting Policies” in the fiscal year 2012 Annual Report on Form 10-K. Users of financial information for interim periods are encouraged to refer to the footnotes contained in the Annual Report on Form 10-K when reviewing interim financial results.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The FASB’s authoritative guidance on fair value measurements establishes a framework for measuring fair value, and expands disclosure about fair value measurements. This guidance enables the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. Under this guidance, assets and liabilities carried at fair value must be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value based on the short-term maturity of these instruments. Cash and cash equivalents are classified as Level 1. The carrying amount of the Company’s long-term debt approximates fair value since the interest rates being paid on the amounts approximate the market interest rate. Long-term debt is classified as Level 2. The initial fair value of contingent consideration for earn-out and warrants liability is determined by management with the assistance of an independent third party valuation specialist. The Company used a Black-Scholes option pricing model to estimate the fair value of the contingent consideration for earn-out and warrants liability. The contingent consideration for earn-out and warrants liability are classified as Level 3.

Revenue Recognition

The Company derives revenue from the sale of internally developed software either by licensing or by software as a service ("SaaS"), through the direct sales force or through third-party resellers. Licensed, locally-installed, clients utilize the Company’s support and maintenance services for a separate fee, whereas SaaS fees include support and maintenance. The Company also derives revenue from professional services that support the implementation, configuration, training, and optimization of the applications. Additional revenues are also derived from reselling third-party software and hardware components.

The Company recognizes revenue in accordance with ASC 985-605, *Software-Revenue Recognition* and ASC 605-25 *Revenue Recognition — Multiple-element arrangements*. The Company commences revenue recognition when the following criteria all have been met:

- Persuasive evidence of an arrangement exists,
- Delivery has occurred or services have been rendered,
- The arrangement fees are fixed or determinable, and
- Collection is considered probable

If the Company determines that any of the above criteria have not been met, the Company will defer recognition of the revenue until all the criteria have been met. Maintenance and support and SaaS agreements entered into are generally non-cancelable, or contain significant penalties for early cancellation, although clients typically have the right to terminate their contracts for cause if the Company fails to perform material obligations. However, if non-standard acceptance periods or non-standard performance criteria, cancellation or right of refund terms are required, revenue is recognized upon the satisfaction of such criteria, as applicable.

Revenues from resellers are recognized gross of royalty payments to resellers.

Multiple Element Arrangements

On February 1, 2011, the Company adopted Accounting Standards Update No. 2009-13, Revenue Recognition (Topic 605), *"Multiple-Deliverable Revenue Arrangements — a consensus of the FASB Emerging Issues Task Force"* ("ASU 2009-13") on a prospective basis. ASU 2009-13 amended the accounting standards for revenue recognition for multiple deliverable revenue arrangements to:

- Provide updated guidance on how deliverables of an arrangement are separated, and how consideration is allocated;
- Eliminate the residual method and require entities to allocate revenue using the relative selling price method and;
- Require entities to allocate revenue to an arrangement using the estimated selling price ("ESP") of deliverables if it does not have vendor specific objective evidence ("VSOE") or third party evidence ("TPE") of selling price.

Terms used in evaluation are as follows:

- VSOE — the price at which an element is sold as a separate stand-alone transaction
- TPE — the price of an element, charged by another company that is largely interchangeable in any particular transaction
- ESP — the Company's best estimate of the selling price of an element of the transaction

The Company follows accounting guidance for revenue recognition of multiple-element arrangements to determine whether such arrangements contain more than one unit of accounting. Multiple-element arrangements require the delivery or performance of multiple solutions, services and/or rights to use assets. To qualify as a separate unit of accounting, the delivered item must have value to the client on a stand-alone basis. Stand-alone value to a client is defined in the guidance as those that can be sold separately by any vendor or the client could resell the item on a stand-alone basis. Additionally, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item or items must be considered probable and substantially in the control of the vendor.

The Company has a defined pricing methodology for all elements of the arrangement and proper review of pricing to ensure adherence to Company policies. Pricing decisions include cross-functional teams of senior management, which uses market conditions, expected contribution margin, size of the client's organization, and pricing history for similar solutions when establishing the selling price.

Software as a Service

The Company uses ESP to determine the value for a software as a service arrangement as the Company cannot establish VSOE and TPE is not a practical alternative due to differences in functionality from the Company's competitors. Similar to proprietary license sales, pricing decisions rely on the relative size of the client purchasing the solution, and include calculating the equivalent value of maintenance and support on a present value basis over the term of the initial agreement period. Typically revenue recognition commences upon client go-live on the system, and is recognized ratably over the contract term. The software portion of SaaS for Health Information Management ("HIM") products does not need material modification to achieve its contracted function. The software portion of SaaS for the Company's Patient Financial Services ("PFS") products require material customization and setup processes to achieve their contracted function.

System Sales

The Company uses the residual method to determine fair value for proprietary software licenses sold in a multi-element arrangement. Under the residual method, the Company allocates the total value of the arrangement first to the undelivered elements based on their VSOE and allocates the remainder to the proprietary software license fees.

Typically pricing decisions for proprietary software rely on the relative size and complexity of the client purchasing the solution. Third party components are resold at prices based on a cost plus margin analysis. The proprietary software and third party components do not need any significant modification to achieve its intended use. When these revenues meet all criteria for revenue recognition, and are determined to be separate units of accounting, revenue is recognized. Typically this is upon shipment of components or electronic download of software. Proprietary licenses are perpetual in nature, and license fees do not include rights to version upgrades, fixes or service packs.

Maintenance and Support Services

The maintenance and support components are not essential to the functionality of the software, and clients renew maintenance contracts separately from software purchases at renewal rates materially similar to the initial rate charged for maintenance on the initial purchase of software. The Company uses VSOE of fair value to determine fair value of maintenance and support services. Rates are set based on market rates for these types of services, and the Company’s rates are comparable to rates charged by its competitors, which is based on the knowledge of the marketplace by senior management. Generally, maintenance and support is calculated as a percentage of the list price of the proprietary license being purchased by a client. Clients have the option of purchasing additional annual maintenance service renewals each year for which rates are not materially different from the initial rate, but typically include a nominal rate increase based on the consumer price index. Annual maintenance and support agreements entitle clients to technology support, upgrades, bug fixes and service packs.

Term Licenses

The Company cannot establish VSOE fair value of the undelivered element in term license arrangements. However, as the only undelivered element is post-contract customer support, the entire fee is recognized ratably over the contract term. Typically revenue recognition commences once the client goes live on the system. Similar to proprietary license sales, pricing decisions rely on the relative size of the client purchasing the solution. The software portion of the Company's Collabra (“Coding”) products generally do not require material modification to achieve their contracted function.

Professional Services

Professional services components that are not essential to the functionality of the software, from time to time, are sold separately by the Company. Similar services are sold by other vendors, and clients can elect to perform similar services in-house. When professional services revenues are a separate unit of accounting, revenues are recognized as the services are performed.

Professional services components that are essential to the functionality of the software, and are not considered a separate unit of accounting, are recognized in revenue ratably over the life of the client, which approximates the duration of the initial contract term. The Company defers the associated direct costs for salaries and benefits expense for professional services contracts. As of October 31, 2013 and January 31, 2013, the Company had deferred costs of approximately $368,000 and $201,000, respectively. These deferred costs will be amortized over the identical term as the associated SaaS revenues. Accumulated amortization of these costs was approximately $85,000 and $35,000 as of October 31, 2013 and January 31, 2013, respectively.

The Company uses VSOE of fair value based on the hourly rate charged when services are sold separately, to determine fair value of professional services. The Company typically sells professional services on a fixed fee basis. The Company monitors projects to assure that the expected and historical rate earned remains within a reasonable range to the established selling price.

Severances

From time to time, the Company will enter into termination agreements with associates that may include supplemental cash payments, as well as contributions to health and other benefits for a specific time period subsequent to termination. For the three months ended October 31, 2013 and 2012 , the Company incurred approximately zero and $207,000 in severance expenses, respectively, and $380,000 and $277,000 for the nine months ended October 31, 2013 and 2012, respectively. At October 31, 2013 and January 31, 2013, the Company had accrued for $13,000 and $548,000 in severances, respectively.

Equity Awards

The Company accounts for share-based payments based on the grant-date fair value of the awards with compensation cost recognized as expense over the requisite vesting period. The Company incurred total compensation expense related to stock-based awards of $378,000 and $245,000 for the three months ended October 31, 2013 and 2012, respectively, and $1,204,000 and $645,000 for the nine months ended October 31, 2013 and 2012, respectively.

The fair value of the stock options granted have been estimated at the date of grant using a Black-Scholes option pricing model. The option pricing model inputs assumptions such as expected term, expected volatility, and risk-free interest rate impact the fair value estimate. Further, the forfeiture rate impacts the amount of aggregate compensation. These assumptions are subjective and are generally derived from external (such as, risk-free rate of interest) and historical data (such as, volatility factor, expected term, and forfeiture rates). Future grants of equity awards accounted for as stock-based compensation could have a material impact on reported expenses depending upon the number, value and vesting period of future awards.

The Company issues restricted stock awards in the form of Company common stock. The fair value of these awards is based on the market close price per share on the day of grant. The Company expenses the compensation cost of these awards as the restriction period lapses, which is typically a one-year service period to the Company.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and for tax credit and loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In assessing net deferred tax assets, the Company considers whether it is more likely than not that some or all of the deferred tax assets will not be realized. The Company establishes a valuation allowance when it is more likely than not that all or a portion of deferred tax assets will not be realized.

The Company provides for uncertain tax positions and the related interest and penalties based upon management’s assessment of whether certain tax positions are more likely than not to be sustained upon examination by tax authorities. As of October 31, 2013, the Company believes it has appropriately accounted for any uncertain tax positions. As part of the Meta acquisition (discussed at Note C, below), the Company assumed a current liability for an uncertain tax position, and expects to settle this amount in fiscal 2013. The Company has a $152,000 reserve for uncertain tax positions and corresponding interest and penalties as of both October 31, 2013 and January 31, 2013, respectively.

Net Earnings (Loss) Per Common Share

The Company presents basic and diluted earnings per share (“EPS”) data for its common stock. Basic EPS is calculated by dividing the net income (loss) attributable to shareholders of the Company by the weighted average number of shares of common stock outstanding during the period. Diluted EPS is determined by adjusting the profit or loss attributable to shareholders and the weighted average number of shares of common stock outstanding adjusted for the effects of all dilutive potential common shares comprised of options granted, unvested restricted stocks, warrants and convertible preferred stock. Potential common stock equivalents that have been issued by the Company related to outstanding stock options, unvested restricted stock and warrants are determined using the treasury stock method, while potential common shares related to Series A Convertible Preferred Stock are determined using the “if converted” method.

The Company's unvested restricted stock awards and Series A Convertible Preferred stock are considered participating securities under ASC 260, “Earnings Per Share”, which means the security may participate in undistributed earnings with common stock. The Company's unvested restricted stock awards are considered participating securities because they entitle holders to non-forfeitable rights to dividends or dividend equivalents during the vesting term. The holders of the Series A Preferred Stock would be entitled to share in dividends, on an as-converted basis, if the holders of common stock were to receive dividends, other than dividends in the form of common stock. In accordance with ASC 260, a company is required to use the two-class method when computing EPS when a company has a security that qualifies as a “participating security.” The two-class method is an earnings allocation formula that determines EPS for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. In determining the amount of net earnings to allocate to common stock holders, earnings are allocated to both common and participating securities based on their respective weighted-average shares outstanding for the period. Diluted EPS for the Company's common stock is computed using the more dilutive of the two-class method or the if-converted method.

In accordance with ASC 260, securities are deemed to not be participating in losses if there is no obligation to fund such losses. For the three and nine months ended October 31, 2013, the unvested restricted stock awards and the Series A Preferred Stock were not deemed to be participating since there was a net loss from operations. For the three and nine months ended October

31, 2013, the effect of unvested restricted stock to the earnings per share calculation was immaterial. As of October 31, 2013, there were 3,249,995 shares of preferred stock outstanding, each share is convertible into one share of the Company's common stock. For the three and nine months ended October 31, 2013, the Series A Convertible Preferred Stock would have an anti-dilutive effect if included in diluted EPS and therefore, was not included in the calculation. As of October 31, 2013 and January 31, 2013, there were 29,698 and 137,327, respectively, unvested restricted shares of common stock outstanding. The unvested restricted shares at October 31, 2013 and January 31, 2013 were excluded from the calculation as their effect would have been antidilutive.

The following is the calculation of the basic and diluted net earnings (loss) per share of common stock:

	Three Months Ended	
	October 31, 2013	October 31, 2012
Net earnings (loss)	$ (6,232,418)	$ 2,399,637
Less: deemed dividends on Series A Preferred Stock	(374,162)	(139,133)
Net earnings (loss) attributable to common shareholders	$ (6,606,580)	$ 2,260,504
Weighted average shares outstanding used in basic per common share computations	13,257,943	12,393,352
Stock options and restricted stock	—	2,971,886
Number of shares used in diluted per common share computation	13,257,943	15,365,238
Basic net earnings (loss) per share of common stock	$ (0.50)	$ 0.18
Diluted net earnings (loss) per share of common stock	$ (0.50)	$ 0.15

	Nine Months Ended	
	October 31, 2013	October 31, 2012
Net earnings (loss)	$ (9,770,468)	$ 2,427,995
Less: deemed dividends on Series A Preferred Stock	(731,309)	(139,133)
Net earnings (loss) attributable to common shareholders	$ (10,501,777)	$ 2,288,862
Weighted average shares outstanding used in basic per common share computations	12,884,711	11,346,428
Stock options and restricted stock	—	1,070,828
Number of shares used in diluted per common share computation	12,884,711	12,417,256
Basic net earnings (loss) per share of common stock	$ (0.82)	$ 0.20
Diluted net earnings (loss) per share of common stock	$ (0.82)	$ 0.18

Diluted net earnings (loss) per share exclude the effect of 2,562,317 and 2,585,079 outstanding stock options for the three and nine months ended October 31, 2013 and 2012, respectively. The inclusion of these shares would be anti-dilutive. For the nine months ended October 31, 2013, the outstanding common stock warrants of 1,400,000 would have an anti-dilutive effect if included in diluted EPS and therefore, were not included in the calculation. There were no outstanding warrants as of October 31, 2012.

Recent Accounting Pronouncements

In February 2013, the Financial Accounting Standards Board ("FASB") issued an accounting standard update relating to improving the reporting of reclassifications out of accumulated other comprehensive income. The update would require an entity to report the effect of significant reclassifications out of accumulated other comprehensive income on the respective line items in net income if the amount being reclassified is required under GAAP to be reclassified in its entirety to net income. For other amounts that are not required under GAAP to be reclassified in their entirety to net income in the same reporting period, an entity is required to cross-reference other disclosures required under GAAP that provide additional detail about those amounts. The update is effective for reporting periods beginning after December 15, 2012. This standard did not have a material effect on the Company's consolidated financial position, results of operations, or cash flows.

In July 2013, FASB issued an accounting standard update relating to the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This update amends existing GAAP that required in certain cases, an unrecognized tax benefit, or portion of an unrecognized tax benefit, to be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward when such items exist in the same taxing jurisdiction. The amendments in this update are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted. The amendments should be applied prospectively to all unrecognized tax benefits that exist at the effective date, and retrospective application is permitted. We do not expect any impact from this update on our financial statements.

NOTE C — ACQUISITIONS

On December 7, 2011, the Company completed the acquisition of substantially all of the assets of Interpoint Partners, LLC (“Interpoint”). This acquisition expanded the Company’s product offering into business intelligence and revenue cycle performance management. The purchase agreement included a contingent earn-out provision, which has a settlement value of $5,460,000 at October 31, 2013 and had an estimated value of $1,320,000 at January 31, 2013. The purchase agreement provided that the contingent earn-out was to be paid in cash or an additional convertible subordinated note based on the acquired Interpoint operations financial performance for the 12-month period beginning July 1, 2012 and ending June 30, 2013.

The Company has agreed to a final earn-out and will pay Interpoint an aggregate consideration consisting of $1,300,000 in cash, the issuance of 400,000 shares of Company common stock on January 1, 2014, and the issuance of an unsecured, subordinated three-year note in the amount of $900,000 that matures on November 1, 2016 and accrues interest on the unpaid principal amount actually outstanding at a per annum rate equal to 8%. The 400,000 shares were valued at October 31, 2013 based upon the closing price of the Company's common stock on that date.

On August 16, 2012, the Company acquired substantially all of the outstanding stock of Meta Health Technology, Inc., a New York corporation (“Meta”). The Company paid a total purchase price of approximately $14,790,000, consisting of cash payment of $13,288,000 and the issuance of 393,086 shares of the Company's common stock at an agreed upon price of $4.07 per share. The fair value of the common stock at the date of issuance was $3.82.

The acquisition of Meta represents the Company's on-going growth strategy, and is reflective of the solutions development process, which is led by the needs and requirements of clients and the marketplace in general. The Meta suite of solutions, when bundled with the Company's existing solutions, will help current and prospective clients better prepare for compliance with the ICD-10 transition. The Company believes that the integration of business analytics solutions with the coding solutions acquired in this transaction will position the Company to address the complicated issues of clinical analytics as clients prepare for the proposed changes in commercial and governmental payment models.

The purchase price was subject to certain adjustments related principally to the delivered working capital level, which was settled in the third quarter of fiscal 2013, and/or indemnification provisions. As a result of the final working capital settlement, the Company has recorded in accounts receivable $378,000 as of October 31, 2013, with a corresponding reduction in goodwill. Under the acquisition method of accounting, the purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date as follows:

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	August 16, 2012
Assets purchased:	
Cash	$ 1,126,000
Accounts receivable	2,300,000
Fixed assets	133,000
Other assets	513,000
Client relationships	4,464,000
Internally developed software	3,646,000
Trade name	1,588,000
Supplier agreements	1,582,000
Covenants not to compete	720,000
Goodwill(1)	8,073,000
Total assets purchased	$ 24,145,000
Liabilities assumed:	
Accounts payable and Accrued liabilities	1,259,000
Deferred revenue obligation, net	3,494,000
Deferred tax liability	4,602,000
Net assets acquired	$ 14,790,000
Consideration:	
Company common stock	$ 1,502,000
Cash paid	13,288,000
Total consideration	$ 14,790,000

(1) Goodwill represents the excess of purchase price over the estimated fair value of net tangible and intangible assets acquired, which is not deductible for tax purposes.

On October 25, 2013, the Company's wholly owned subsidiary, Streamline Health, Inc. ("Streamline"), entered into a Software License and Royalty Agreement (the “Royalty Agreement”) with Montefiore Medical Center ("Montefiore") pursuant to which it acquired an exclusive, worldwide 15-year license from Montefiore of its proprietary clinical analytics platform solution, Clinical Looking Glass ("CLG"). In addition, Montefiore assigned to Streamline the existing license agreement with a customer using CLG. As consideration under the Royalty Agreement, Streamline paid Montefiore a one-time initial base royalty fee of $3,000,000, as well as on-going quarterly royalty amounts related to future sublicensing of CLG by Streamline. Additionally, Streamline has committed that Montefiore will receive at least an additional $3,000,000 of on-going royalty payments within the first six and one-half years of the license term.

The Montefiore agreements were accounted for as a business combination with the purchase price representing the $3,000,000 initial base royalty fee, plus the present value of the $3,000,000 on-going royalty payment commitment.The purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimate fair values as of the acquisition date as follows:

	October 25, 2013
Assets purchased:	
License agreement	$ 4,166,000
Existing customer relationship	408,000
Covenant not to compete	129,000
Working capital	124,000
Other assets	126,000
Goodwill	272,000
Total assets purchased	$ 5,225,000
Consideration:	
Cash paid	$ 3,000,000
Future royalty commitment	2,225,000
Total consideration	$ 5,225,000

NOTE D — DERIVATIVE LIABILITIES

In conjunction with the private placement investment, the Company issued common stock warrants exercisable for up to 1,200,000 shares of common stock at an exercise price of $3.99 per share. The warrants were initially classified in stockholders' equity as additional paid in capital at the allocated amount, net of allocated transaction costs, of approximately $1,425,000. Effective October 31, 2012, upon shareholder approval of anti-dilution provisions that reset the warrants' exercise price if a dilutive issuance occurs, the warrants were reclassified as non-current derivative liabilities. The fair value of the warrants was approximately $4,139,000 at October 31, 2012, with the difference between the fair value and carrying value recorded to additional paid in capital. Effective as of the reclassification as derivative liabilities, the warrants are re-valued at each reporting date, with changes in fair value recognized in earnings each reporting period as a credit or charge to miscellaneous income (expense). The fair value of the warrants at October 31, 2013 was approximately $6,393,000, with the increase in fair value since January 31, 2013 of approximately $2,083,000 recognized as miscellaneous expense in the condensed consolidated statements of operations. The estimated fair value of the warrant liabilities as of October 31, 2013 was computed using a Black-Scholes option pricing model simulations based on the following assumptions: annual volatility of 58.77%; risk-free rate of 0.97%, dividend yield of 0.0% and expected life of approximately 4.30 years. The model also included assumptions to account for anti-dilutive provisions within the warrant agreement.

During the three months ended July 31 2013, the Company recorded an immaterial correction of an error regarding the valuation of its common stock warrants originated during the third quarter of fiscal 2012 in conjunction with its private placement investment. The Company concluded there was a cumulative $19,000 overstatement of the loss before income taxes on its condensed consolidated statement of operations for the fiscal year ended January 31, 2013, as previously reported. The aforementioned cumulative $19,000 overstatement has been recorded in the condensed consolidated statement of operations for the three months ended April 30, 2013. The January 31, 2013 condensed consolidated balance sheet, as previously reported, reflects a $51,000 overstatement of deferred financing costs, a cumulative $150,000 understatement of deemed dividends on Series A Preferred Stock, a $7,000 overstatement of the Series A preferred stock, and a $602,000 overstatement of additional paid in capital.

During the three months ended October 31, 2013, the Company recorded an immaterial correction of an error regarding a $188,145 fiscal second quarter 2013 understatement of deemed dividends on its Series A Preferred Stock, with an offsetting understatement of additional paid in capital. These aforementioned condensed consolidated balance sheet adjustments have been recorded on the April 30, 2013 and October 31, 2013 condensed consolidated balance sheets, respectively. The Company concluded that the impact of the corrections was neither quantitatively nor qualitatively material to the prior fiscal year or the respective quarters ended in fiscal years 2012 and 2013.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE E — LEASES

The Company rents office and data center space and equipment under non-cancelable operating leases that expire at various times through fiscal year 2018. Future minimum lease payments under non-cancelable operating leases for the next five fiscal years are as follows:

	Facilities	Equipment	Fiscal Year Totals
2013 (three months remaining)	$ 237,000	$ 39,000	$ 276,000
2014	717,000	151,000	868,000
2015	322,000	109,000	431,000
2016	162,000	2,000	164,000
2017	167,000	—	167,000
2018	85,000	—	85,000
Total	$ 1,690,000	$ 301,000	$ 1,991,000

Rent and leasing expense for facilities and equipment was approximately $324,000 and $256,000 for the three months ended October 31, 2013 and 2012, respectively, and $877,000 and $702,000 for the nine months ended October 31, 2013 and 2012, respectively.

NOTE F — DEBT

Term Loan and Line of Credit

On December 7, 2011, in conjunction with the Interpoint acquisition, the Company entered into a subordinated credit agreement with Fifth Third Bank in which the bank provided the Company with a $4,120,000 term loan, which was scheduled to mature on December 7, 2013, and a revolving line of credit, which was scheduled to mature on October 1, 2013.

In conjunction with the Meta acquisition, on August 16, 2012, the Company amended the subordinated term loan and line of credit agreements with Fifth Third Bank, whereby Fifth Third Bank provided the Company with a $5,000,000 revolving line of credit, a $5,000,000 senior term loan and a $9,000,000 subordinated term loan, a portion of which was used to refinance the previously outstanding $4,120,000 subordinated term loan. Additionally, as part of the refinancing in August 2012, the Company mutually agreed to settle the success fee included in the previous subordinated term loan for $700,000. The difference between the $233,000 success fee accrued through the date of the amendment and the amount paid was recorded to deferred financing costs and is being amortized over the term of the amended loan. The Company paid a commitment fee in connection with the senior term loan of $75,000, which is included in deferred financing costs.

The Company will be required to pay a success fee in accordance with the amended subordinated term loan, which is recorded in interest expense as accrued over the term of the loan. The success fee is due on the date the entire principal balance of the loan becomes due. The success fee is accrued in accordance with the terms of the loan in an amount necessary to provide the lender a 17% internal rate of return through the date the success fee becomes due.

Effective December 13, 2013, the Company amended and restated the senior credit agreement and amended the subordinated credit agreement to increase the senior term loan to $8.5 million, extend the maturity of the senior term loan and the revolving line of credit to December 1, 2018 and December 1, 2015, respectively, reduce the interest rates and revise the financial covenants. The subordinated term loan matures on August 16, 2014. The loans are secured by substantially all of the Company's assets. The senior term loan principal balance is payable in monthly installments of approximately $101,000 commencing in January 2014, and will continue through the maturity date, with the full remaining unpaid principal balance due at maturity. The entire unpaid principal balance of the subordinated term loan is due at maturity. Borrowings under the senior term loan bear interest at a rate of LIBOR (0.17% at October 31, 2013) plus 4.75%, and borrowings under the subordinated term loan bear interest at 10% from August 16, 2012 and thereafter. Accrued and unpaid interest on the senior and subordinated term loans is due monthly through maturity. Borrowings under the revolving loan bear interest at a rate equal to LIBOR plus 3.50%. A commitment fee of 0.40% will be incurred on the unused revolving line of credit balance, and is payable monthly. As of October 31, 2013, the Company had no outstanding borrowings under the line of credit, and had accrued approximately $3,000 in unused balance commitment fees. The original proceeds of these loans were used to finance the cash portion of the acquisition purchase price and to cover any additional operating costs as a result of the Meta acquisition. A portion of the new senior term loan was used to refinance the previously outstanding $5,000,000 senior term loan. The Company will pay a commitment fee in connection with the new senior term loan of $100,000, which will be included in deferred financing costs.

The significant covenants as set forth in the term loans and line of credit are as follows: (i) maintain adjusted EBITDA as of the end of the fiscal quarter on a trailing four fiscal quarter basis greater than: $5,000,000, (after consideration of certain acquisition and transaction costs), on January 31, 2014 and thereafter; (ii) maintain a fixed charge coverage ratio for the fiscal quarter ending January 31, 2013 and each fiscal quarter thereafter of not less than 1.20:1 calculated quarterly on a trailing four quarter basis thereafter; (iii) on a consolidated basis, maintain ratio of funded debt and senior funded debt to adjusted EBITDA as of the end of any fiscal quarter less than 3.5:1 and 2.5:1, respectively, calculated quarterly on a trailing four fiscal quarter basis beginning January 31, 2014. The Company is in compliance with all financial covenants applicable for the period ended October 31, 2013.

Outstanding principal balances on long-term debt consisted of the following at:

	October 31, 2013	January 31, 2013
Senior term loan	$ 3,750,000	$ 4,688,000
Subordinated term loan	9,000,000	9,000,000
Total	12,750,000	13,688,000
Less: Current portion	12,750,000	1,250,000
Non-current portion of long-term debt	$ —	$ 12,438,000

Future principal repayments of long-term debt consisted of the following at October 31, 2013:

	Payments Due by Period	
	2013	2014
Senior term loan	$ 312,000	$ 3,438,000
Subordinated term loan	—	9,000,000
Total principal repayments	$ 312,000	$ 12,438,000

As discussed below, the Company issued an unsecured, subordinated three-year note, in the amount of $900,000 that matures on November 1, 2016 and accrues interest on the unpaid principal amount actually outstanding at a per annum rate equal to 8%. The promissory note was issued November 20, 2013 and has annual principal payments of $300,000 due on November 1, 2014, 2015 and 2016.

Contingent Earn-Out Provision

As part of the asset purchase, Interpoint is entitled to receive additional consideration contingent upon certain financial performance measurements during a one year earn-out period commencing July 1, 2012 and ending on June 30, 2013. The earn-out consideration is calculated as twice the recurring revenue for the earn-out period recognized by the acquired Interpoint operations from specific contracts defined in the asset purchase agreement, plus one times Interpoint revenue derived from the Company's customers, less $3,500,000. The earn-out consideration, if any, was due no later than July 31, 2013 in cash or through the issuance of a note with terms identical to the terms of the Convertible Note (which was converted on June 15, 2012, see "Note F - Debt" in the Notes to the Consolidated Financial Statements as part of the annual report on Form 10-K for the year ended January 31, 2013), except with respect to issue date, conversion date and prepayment date. The earn-out note restricts conversion or prepayment at any time prior to the one year anniversary of the issue date.

The Company has agreed to a final earn-out and will pay Interpoint an aggregate consideration consisting of $1,300,000 in cash, the issuance of 400,000 shares of Company common stock on January 1, 2014, and the issuance of an unsecured, subordinated three-year note in the amount of $900,000 that matures on November 1, 2016 and accrues interest on the unpaid principal amount actually outstanding at a per annum rate equal to 8%. The 400,000 shares were valued at October 31, 2013 based upon the closing price of the Company's common stock on that date.

As of October 31, 2013, the Company calculated the payment obligation in connection with the earn-out to be $5,460,000. As of January 31, 2013, the Company estimated the payment obligation to be $1,320,000. A cumulative change in value of the earn-out of $4,140,000 was recorded for the nine months ended October 31, 2013.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE G — STOCKHOLDERS' EQUITY

In October 2013, 750,000 shares of the Company's Series A Convertible Preferred Stock were converted into Common Stock. As a result, Series A Convertible Preferred Stock was reduced by $919,000, with the offsetting increase to Common Stock and Additional Paid in Capital. As of October 31, 2013, 3,249,995 shares of Series A Convertible Preferred Stock remained outstanding.

On November 27, 2013, the Company closed its public offering of3,450,000shares of the Company’s common stock, including 450,000 shares issued in connection with an overallotment option exercised by the underwriters, at a price to the public of $6.50 per share. Aggregate net proceeds from the offering were approximately $20,345,000 after deducting $1,680,00 in underwriting discounts and commissions, and estimated offering expenses payable by the Company of approximately $400,000.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE H — INCOME TAXES

Income tax expense consists of federal, state and local tax provisions. For the nine months ended October 31, 2013 and 2012, the Company recorded federal tax provisions of $126,000 and $(3,565,000), respectively. For the nine months ended October 31, 2013 and 2012, the Company recorded state and local tax provisions of $33,000 and $30,000, respectively. Included in the second fiscal quarter 2013 tax expense is an expense of approximately $100,000 related to an immaterial error correction to the Company's January 31, 2013 net deferred tax liability related to the Interpoint acquisition. The Company concluded that the impact of the correction was not quantitatively and qualitatively material to the prior fiscal year end and the respective quarters ended in 2012 and 2013.

NOTE I — SUBSEQUENT EVENTS

On November 14, 2013, the Company announced that it has signed letters of intent to purchase two companies to augment its existing solutions across the entire patient experience. The transactions are subject to the negotiation and execution of definitive acquisition agreements and the satisfaction of typical and customary closing conditions, including approval of the respective Boards of Directors of the Company and the targets and the targets' shareholders. There can be no assurance as to whether or when the acquisitions may be completed or as to the actual terms of the acquisitions.

The transaction expected to close first in the fiscal fourth quarter of 2013 would add patient access and scheduling capabilities. The target company sells these solutions generally under a perpetual license model, however the Company intends to transition this revenue stream into a SaaS-based model much like the Company has done with that of Meta. For the twelve months ended June 30, 2013, total revenues were $3.9 million of which $3.2 million were recurring. The letter of intent provides that at closing the Company would pay approximately $6.5 million in cash for the target company.

The second transaction, which is in the due diligence stage, is expected to close in the fiscal fourth quarter of 2013 or in the fiscal first quarter of 2014, and would add additional financial and operational analytics to the Company's existing suite of solutions. The letter of intent provides that at closing the Company anticipates paying approximately $13.75 million in a combination of cash and shares of the Company's common stock.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

In addition to historical information contained herein, this quarterly report on Form 10-Q contains forward-looking statements relating to plans, strategies, expectations, intentions, etc. of Streamline Health Solutions, Inc. ("we", "us", "our", or the "Company") and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The forward-looking statements contained herein are no guarantee of future performance and are subject to certain risks and uncertainties that are difficult to predict and actual results could differ materially from those reflected in the forward-looking statements. These risks and uncertainties include, but are not limited to, the timing of contract negotiations and execution of contracts and the related timing of the revenue recognition related thereto, the potential cancellation of existing contracts or clients not completing projects included in the backlog, the impact of competitive solutions and pricing, solution demand and market acceptance, new solution development, key strategic alliances with vendors that resell the Company's solutions, the ability of the Company to control costs, availability of solutions from third party vendors, the healthcare regulatory environment, potential changes in legislation, regulation and government funding affecting the healthcare industry, healthcare information systems budgets, availability of healthcare information systems trained personnel for implementation of new systems, as well as maintenance of legacy systems, fluctuations in operating results, effects of critical accounting policies and judgments, changes in accounting policies or procedures as may be required by the Financial Accountings Standards Board or other similar entities, changes in economic, business and market conditions impacting the healthcare industry generally and the markets in which the Company operates and nationally, and the Company's ability to maintain compliance with the terms of its credit facilities, and other risk factors that might cause such differences including those discussed herein, including, but not limited to, discussions in the sections entitled Part I, "Item 1. Financial Statements" and "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations." In addition, other written or oral statements that constitute forward-looking statements may be made by us or on our behalf. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date thereof. We undertake no obligation to publicly revise these forward-looking statements, to reflect events or circumstances that arise after the date hereof. Readers should carefully review the risk factors described in this and other documents we file from time to time with the Securities and Exchange Commission, including the annual report on Form 10-K, quarterly reports on Form 10-Q and any current reports on Form 8-K.

The following discussion and analysis should be read in conjunction with the Company's Condensed Consolidated Financial Statements and related Notes included elsewhere in this Quarterly Report on From 10-Q.

Results of Operations

Acquisition of Meta Health Technology, Inc.

On August 16, 2012, the Company acquired substantially all of the outstanding stock of Meta Health Technology, Inc., a New York corporation ("Meta"). The Company paid a total purchase price of approximately $14,790,000, consisting of a cash payment of $13,288,000 and the issuance of 393,086 shares of our common stock at an agreed upon price of $4.07 per share. The fair value of the common stock at the date of issuance was $3.82. As of October 31, 2012, the Company had acquired 100% of Meta's outstanding shares. The purchase price was subject to certain adjustments related principally to the delivered working capital level, which was settled in the fourth quarter of fiscal 2013, and/or indemnification provisions. Under the acquisition method of accounting, the purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The operations of Meta are consolidated with the results of the Company from August 16, 2012.

Statement of Operations for the three and nine months ended October 31, 2013 and 2012 (amounts in thousands):

	Three Months Ended			
	October 31, 2013	October 31, 2012	Change	% Change
Systems sales	$ 348	$ 290	$ 58	20 %
Professional services	967	1,090	(123)	(11)%
Maintenance and support	3,524	3,148	376	12 %
Software as a service	1,893	2,006	(113)	(6)%
Total revenues	6,732	6,534	198	3 %
Cost of sales	3,135	3,042	93	3 %
Selling, general and administrative	3,373	2,927	446	15 %
Product research and development	1,370	867	503	58 %
Total operating expenses	7,878	6,836	1,042	15 %
Operating loss	(1,146)	(302)	(844)	> 100%
Other expense, net	(5,091)	(851)	(4,240)	> 100%
Income tax benefit	5	3,553	(3,548)	(100)%
Net earnings (loss)	$ (6,232)	$ 2,400	$ (8,632)	> 100%
Adjusted EBITDA(1)	$ 553	$ 1,602	$ (1,049)	(65)%

	Nine Months Ended			
	October 31, 2013	October 31, 2012	Change	% Change
Systems sales	$ 2,906	$ 719	$ 2,187	> 100%
Professional services	2,925	3,154	(229)	(7)%
Maintenance and support	10,525	7,797	2,728	35 %
Software as a service	5,622	5,358	264	5 %
Total revenues	21,978	17,028	4,950	29 %
Cost of sales	9,549	8,047	1,502	19 %
Selling, general and administrative	10,362	6,801	3,561	52 %
Product research and development	3,627	1,834	1,793	98 %
Total operating expenses	23,538	16,682	6,856	41 %
Operating profit (loss)	(1,560)	346	(1,906)	> 100%
Other income (expense), net	(8,051)	(1,438)	(6,613)	> 100%
Income tax expense	(159)	3,520	(3,679)	> 100%
Net earnings (loss)	$ (9,770)	$ 2,428	$ (12,198)	> 100%
Adjusted EBITDA(1)	$ 3,920	$ 4,822	$ (902)	(19)%

(1) Non-GAAP measure meaning earnings before interest, tax, depreciation, amortization, stock-based compensation expense, transactional and one-time costs. See "Use of Non-GAAP Financial Measures" below for additional information and reconciliation.

System Sales Revenues

System sales revenues consisted of the following (in thousands):

	Three Months Ended			
	October 31, 2013	October 31, 2012	Change	% Change
System Sales (1):				
Proprietary software	$ 128	$ 27	$ 101	> 100%
Term licenses	217	144	73	51 %
Hardware & third party software	3	119	(116)	(97)%
Total System Sales Revenues	$ 348	$ 290	$ 58	20 %

	Nine Months Ended			
	October 31, 2013	October 31, 2012	Change	% Change
System Sales (1):				
Proprietary software	$ 2,099	$ 162	$ 1,937	> 100%
Term licenses	730	144	586	> 100%
Hardware & third party software	77	413	(336)	(81)%
Total System Sales Revenues	$ 2,906	$ 719	$ 2,187	> 100%

(1) Proprietary software, hardware, and term licenses are the components of the system sales line item. Term licenses are comprised of Meta software only.

Proprietary software and term licenses — Proprietary software revenues recognized for the three and nine months ended October 31, 2013 increased by $101,000, or over 100%, and $1,937,000, or over 100%, respectively, over the the prior comparable periods. The nine-month period increase is attributable to a significant new sales in the Collabra suite during the second fiscal quarter. Recurring Collabra term license sales of $217,000 and $730,000 during the three and nine month periods ended October 31, 2013, respectively, are incremental revenues provided by the acquired Meta operations.

Hardware and third party software — Revenues from hardware and third party software sales for the three and nine months ended October 31, 2013 were $3,000, a decrease of $116,000, or 97%, and $77,000, a decrease of $336,000, or 81%, respectively, over the the prior comparable periods. These decreases are primarily attributable to a reduction in customer demand for third party peripheral devices as compared to the prior year comparable period.

Professional services — Revenues from professional services for the three and nine months ended October 31, 2013 were $967,000, a decrease of $123,000, or 11%, and $2,926,000, a decrease of $228,000, or 7%, respectively, from the prior comparable periods. Professional services provided by the acquired Meta operations for the nine months ended October 31, 2013 were $1,319,000, and were offset by a decrease in legacy services due to the timing of which revenue could be recognized based on services performed.

Maintenance and support — Revenues from maintenance and support for the three and nine months ended October 31, 2013 were $3,524,000, an increase of $375,000, or 12%, and $10,525,000, an increase of $2,727,000, or 35%, respectively, from the prior comparable periods. The nine-month period increase results largely from revenue provided by the acquired Meta operations (acquired in August 2012) of $4,042,000 for the nine months ended October 31, 2013 and was partially offset by planned attrition of certain perpetual license customers. Typically, maintenance renewals include a price increase based on the prevailing consumer price index.

Software as a Service (SaaS) — Revenues from SaaS for the three and nine months ended October 31, 2013 were $1,893,000, a decrease of $112,000, or 6%, and $5,622,000, an increase of $264,000, or 5%, respectively, from the prior comparable periods. The decrease during the three-month period ended October 31, 2013 resulted from the expiration of certain customer agreements. The nine-month period increase is attributable to the recognition of add-on SaaS contracts signed, primarily in our Opportunity AnyWare product line.

Cost of Sales

Cost of sales consisted of the following (in thousands):

	Three Months Ended			
(in thousands):	**October 31, 2013**	**October 31, 2012**	**Change**	**% Change**
Cost of systems sales	$ 612	$ 718	$ (106)	(15)%
Cost of professional services	1,262	855	407	48 %
Cost of maintenance and support	740	918	(178)	(19)%
Cost of software as a service	520	551	(31)	(6)%
Total cost of sales	$ 3,134	$ 3,042	$ 92	3 %

	Nine Months Ended			
(in thousands):	**October 31, 2013**	**October 31, 2012**	**Change**	**% Change**
Cost of systems sales	$ 1,912	$ 1,937	$ (25)	(1)%
Cost of professional services	3,504	1,911	1,593	83 %
Cost of maintenance and support	2,520	2,350	170	7 %
Cost of software as a service	1,613	1,850	(237)	(13)%
Total cost of sales	$ 9,549	$ 8,048	$ 1,501	19 %

The increases in cost of sales for the three and nine months ended October 31, 2013 from the comparable periods are primarily the result of incremental operational costs incurred for the acquired Meta operations as well as the amortization of the internally-developed software acquired as part of the Meta acquisition.

Cost of systems sales includes amortization and impairment of capitalized software expenditures, royalties, and the cost of third-party hardware and software. Cost of systems sales, as a percentage of systems sales, varies from period-to-period depending on hardware and software configurations of the systems sold. The relatively fixed cost of the capitalized software amortization, without the addition of any impairment charges, compared to the variable nature of system sales, causes these percentages to vary dramatically.

The cost of professional services includes compensation and benefits for personnel and related expenses. The increase in expense is primarily due to incremental operational costs associated with the acquired Meta operations, as well as increases in staffing for our Opportunity AnyWare services line.

The cost of maintenance and support includes compensation and benefits for client support personnel and the cost of third party maintenance contracts. The increase in expense is primarily due to incremental operational costs associated with the acquired Meta operations.

The cost of software as a service is relatively fixed, but subject to inflation for the goods and services it requires. The decreases are related to incremental data center costs that were incurred in the prior comparable periods that had no comparable expense for the three and nine months ended October 31, 2013.

Selling, General and Administrative Expense

	Three Months Ended			
(in thousands):	**October 31, 2013**	**October 31, 2012**	**Change**	**% Change**
General and administrative expenses	$ 2,519	$ 2,263	$ 256	11%
Sales and marketing expenses	854	664	190	29%
Total selling, general, and administrative	$ 3,373	$ 2,927	$ 446	15%

	Nine Months Ended			
(in thousands):	October 31, 2013	October 31, 2012	Change	% Change
General and administrative expenses	$ 7,995	$ 5,116	$ 2,879	56%
Sales and marketing expenses	2,367	1,685	682	40%
Total selling, general, and administrative	$ 10,362	$ 6,801	$ 3,561	52%

General and administrative expenses consist primarily of compensation and related benefits and reimbursable travel and entertainment expenses related to the Company's executive and administrative staff, general corporate expenses, amortization of intangible assets, and occupancy costs. The increases over the prior year are primarily due to the incremental increase for general and administrative expenses associated with the acquired Meta operations. Amortization of intangible assets added incremental expense to the three and nine months ended October 31, 2013 due to the amortization of assets acquired as part of the acquisition of Interpoint and Meta. The Company recognized approximately $315,000 and $946,000, respectively, in amortization expense for the three and nine months ended October 31, 2013 for acquired intangible assets as compared to $250,000 and $276,000, respectively, in the prior comparable periods. The Company also incurred increased expense due to investor relations and acquisition search activities, as well as additional costs from executive severances and other costs associated with our corporate office move to Atlanta, Georgia.

Sales and marketing expenses consist primarily of compensation and related benefits and reimbursable travel and entertainment expenses related to the Company's sales and marketing staff; advertising and marketing expenses, including trade shows and similar type sales and marketing expenses. The increase in sales and marketing expense reflects an increase in costs associated with increased trade show activity and other marketing programs.

Product Research and Development

	Three Months Ended			
(in thousands):	October 31, 2013	October 31, 2012	Change	% Change
Research and development expense	$ 1,370	$ 867	$ 503	58 %
Plus: Capitalized research and development cost	250	601	(351)	(58)%
Total R&D cost	$ 1,620	$ 1,468	$ 152	10 %

	Nine Months Ended			
(in thousands):	October 31, 2013	October 31, 2012	Change	% Change
Research and development expense	$ 3,627	$ 1,834	$ 1,793	98 %
Plus: Capitalized research and development cost	1,048	1,571	(523)	(33)%
Total R&D cost	$ 4,675	$ 3,405	$ 1,270	37 %

Product research and development expenses consist primarily of compensation and related benefits; the use of independent contractors for specific near-term development projects; and an allocated portion of general overhead costs, including occupancy. Research and development expense increased due to higher support for newly released software versions, which also decreased the number of hours available to be capitalized, which is reflected in the capitalized research and development costs. The acquired Meta operations contributed an incremental $524,000 and $1,292,500, respectively, in research and development expenses for the three and nine months ended October 31, 2013. The hours available for capitalization decreased for the HIM product line, and costs not eligible for capitalization increased compared to the prior comparable periods. Research and development expenses for the nine months ended October 31, 2013 and 2012, as a percentage of revenues, were 17% and 11%, respectively.

Other Income (Expense)

Interest expense for the three months ended October 31, 2013 and 2012 were $580,000 and $895,000, respectively, and $1,735,000 and $1,494,000, respectively, for the nine months ended October 31, 2013 and 2012. Interest expense consists of interest and commitment fees on the line of credit, interest (including accruals for success fees) on the term loans entered into in conjunction with the Interpoint and Meta acquisitions, interest on the convertible note entered into in conjunction with the Interpoint acquisition, and is inclusive of deferred financing cost amortization expense. Interest expense decreased for the three months ended October 31, 2013 over the prior comparable period due to of the interest accrued on the convertible note entered

into in conjunction with the Meta Acquisition, which was converted into shares of preferred stock on November, 1 2012. Interest expense increased for the nine months ended October 31, 2013 over the prior comparable period primarily due to increases from the term loan interest and success fees, and amortization of deferred financing costs related to the Meta acquisition. The Company also recorded a valuation adjustment to its warrants liability, recorded as miscellaneous expense, of $412,000 and $2,083,000, respectively, for the three and nine months ended October 31, 2013, using assumptions made by management to adjust to the current fair market value of the warrants at October 31, 2013.

Provision for Income Taxes

The Company recorded tax expense (benefit) of $(5,000) and $12,000, respectively, for the three months ended October 31, 2013 and 2012 and $159,000 and $45,000, respectively, for the nine months ended October 31, 2013 and 2012, which is comprised of estimated federal, state and local tax provisions. Included in the nine months ended October 31, 2013, tax expense of approximately $100,000 from the second fiscal quarter related to an immaterial error correction to the Company's January 31, 2013 net deferred tax liability related to the Interpoint acquisition. The Company concluded that the impact of the correction was neither quantitatively nor qualitatively material to the prior fiscal year end or the respective quarters ended in 2012 and 2013.

Backlog

	October 31, 2013	October 31, 2012
Company proprietary software	$ 2,529,000	$ 3,650,000
Hardware and third-party software	20,000	84,000
Professional services	7,141,000	4,348,000
Maintenance and support	28,234,000	21,535,000
Software as a service	17,087,000	19,117,000
Total	$ 55,011,000	$ 48,734,000

At October 31, 2013, the Company had master agreements and purchase orders from clients and remarketing partners for systems and related services which have not been delivered or installed which, if fully performed, would generate future revenues of approximately $55,011,000 compared with $48,734,000 at October 31, 2012.

The Company’s proprietary software backlog consists primarily of signed agreements to purchase software licenses and term licenses.

Third-party hardware and software consists of signed agreements to purchase third-party hardware or third-party software licenses that have not been delivered to the client. These are products that the Company resells as components of the solution a client purchases. The decrease in backlog is primarily due to a reduction in the volume of third-party sales as opposed to the prior comparable period. These items are expected to be delivered in the next twelve months as implementations commence.

Professional services backlog consists of signed contracts for services that have yet to be performed. Typically, backlog is recognized within twelve months of the contract signing. The increase in backlog is due to several clients that signed contracts during fiscal 2012 for add-on solutions, upgrades, or expansion of services at additional locations for which contracted services have not yet been performed.

Maintenance and support backlog consists of maintenance agreements for licenses of the Company’s proprietary software and third party hardware and software with clients and remarketing partners for which either an agreement has been signed or a purchase order under a master agreement has been received. The Company includes in backlog the signed agreements through their respective renewal dates. Typical maintenance contracts are for a one year term and are renewed annually. Clients typically prepay maintenance and support which is billed 30-60 days prior to the beginning of the maintenance period. Maintenance and support backlog at October 31, 2013 was $28,234,000 as compared to $21,535,000 at October 31, 2012. A significant portion of this increase is due to backlog added by Meta maintenance contracts. Additionally, as part of renewals contracts are typically subject to an annual increase in fees based on market rates and inflationary metrics.

At October 31, 2013, the Company had entered into software as a service agreements, which are expected to generate revenues of $17,087,000 through their respective renewal dates in fiscal years 2013 through 2018. Typical SaaS terms are one to seven years in length. The commencement of revenue recognition for SaaS varies depending on the size and complexity of

the system, the implementation schedule requested by the client, and ultimately the official go-live on the system. Therefore, it is difficult for the Company to accurately predict the revenue it expects to achieve in any particular period.

All of the Company's master agreements are generally non-cancelable but provide that the client may terminate its agreement upon a material breach by the Company, or may delay certain aspects of the installation. There can be no assurance that a client will not cancel all or any portion of a master agreement or delay portions of the agreement. A termination or delay in one or more phases of an agreement, or the failure of the Company to procure additional agreements, could have a material adverse effect on the Company's financial condition, and results of operations.

Use of Non-GAAP Financial Measures

In order to provide investors with greater insight, and allow for a more comprehensive understanding of the information used by management and the board of directors in its financial and operational decision-making, the Company may supplement the Consolidated Financial Statements presented on a GAAP basis in this quarterly report on Form 10-Q with the following non-GAAP financial measures: EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share.

These non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of Company results as reported under GAAP. The Company compensates for such limitations by relying primarily on our GAAP results and using non-GAAP financial measures only as supplemental data. We also provide a reconciliation of non-GAAP to GAAP measures used. Investors are encouraged to carefully review this reconciliation. In addition, because these non-GAAP measures are not measures of financial performance under GAAP and are susceptible to varying calculations, these measures, as defined by the Company, may differ from and may not be comparable to similarly titled measures used by other companies.

EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share

The Company defines: (i) EBITDA as net earnings (loss) before net interest expense, income tax expense (benefit), depreciation and amortization; (ii) Adjusted EBITDA as net earnings (loss) before net interest expense, income tax expense (benefit), depreciation, amortization, stock-based compensation expense, and transaction expenses and other one-time costs; (iii) Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of net revenue; and (iv) Adjusted EBITDA per diluted share as Adjusted EBITDA divided by adjusted diluted shares outstanding. EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and Adjusted EBITDA per diluted share are used to facilitate a comparison of our operating performance on a consistent basis from period to period and provide for a more complete understanding of factors and trends affecting our business than GAAP measures alone. These measures assist management and the board and may be useful to investors in comparing the Company's operating performance consistently over time as they remove the impact of our capital structure (primarily interest charges), asset base (primarily depreciation and amortization), items outside the control of the management team (taxes), and costs that we expect to be non-recurring including: transaction related expenses (such as professional and advisory services), corporate restructuring expenses (such as severances), and other operating costs that are expected to be non-recurring. Adjusted EBITDA removes the impact of share-based compensation expense, which is another non-cash item. Adjusted EBITDA per diluted share will include incremental shares in the share count that would be considered anti-dilutive in a GAAP net loss position.

The board of directors and management also use these measures as (i) one of the primary methods for planning and forecasting overall expectations and for evaluating, on at least a quarterly and annual basis, actual results against such expectations; and, (ii) as a performance evaluation metric in determining achievement of certain executive and associate incentive compensation programs.

The Company's lenders use Adjusted EBITDA to assess our operating performance. The Company's credit agreements with its lender require delivery of compliance reports certifying compliance with financial covenants certain of which are based on an adjusted EBITDA measurement that is the same as the Adjusted EBITDA measurement reviewed by our management and board of directors.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin are not measures of liquidity under GAAP, or otherwise, and are not alternatives to cash flow from continuing operating activities, despite the advantages regarding the use and analysis of these measures as mentioned above. EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share as disclosed in this quarterly report on Form 10-Q, have limitations as analytical tools, and you should not consider these measures in isolation, or as a substitute for analysis of Company results as reported under GAAP; nor are these measures intended to be measures of liquidity or free cash flow for our discretionary use. Some of the limitations of EBITDA, and its variations are:

- EBITDA does not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA does not reflect the interest expense, or the cash requirements to service interest or principal payments under our credit agreement;
- EBITDA does not reflect income tax payments we are required to make; and
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized often will have to be replaced in the future, and EBITDA does not reflect any cash requirements for such replacements.

Adjusted EBITDA has all the inherent limitations of EBITDA. To properly and prudently evaluate our business, the Company encourages readers to review the GAAP financial statements included elsewhere in this quarterly report on Form 10-Q, and not rely on any single financial measure to evaluate our business. The Company also strongly urges readers to review the reconciliation of GAAP net earnings (loss) to Adjusted EBITDA, and GAAP earnings (loss) per diluted share to Adjusted EBITDA per diluted share in this section, along with the Consolidated Financial Statements included elsewhere in this quarterly report on Form 10-Q.

The following table sets forth a reconciliation of EBITDA and Adjusted EBITDA to net earnings (loss), a comparable GAAP-based measure, as well as earnings (loss) per diluted share to Adjusted EBITDA per diluted share. All of the items included in the reconciliation from net earnings (loss) to EBITDA to Adjusted EBITDA and the related per share calculations are either recurring non-cash items, or items that management does not consider in assessing the Company's on-going operating performance. In the case of the non-cash items, management believes that investors may find it useful to assess the Company's comparative operating performance because the measures without such items are less susceptible to variances in actual performance resulting from depreciation, amortization and other non-recurring expenses and more reflective of other factors that affect operating performance. In the case of the other non-recurring items, management believes that investors may find it useful to assess the Company's operating performance if the measures are presented without these items because their financial impact does not reflect ongoing operating performance.

The following table reconciles net earnings (loss) to EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share for the three and nine months ended October 31, 2013 and 2012 (amounts in thousands, except per share data):

	Three Months Ended		Nine Months Ended	
Adjusted EBITDA Reconciliation	**October 31, 2013**	**October 31, 2012**	**October 31, 2013**	**October 31, 2012**
Net earnings (loss)	$ (6,232)	$ 2,400	$ (9,770)	$ 2,428
Interest expense	580	895	1,735	1,494
Income tax expense (benefit)	(5)	(3,553)	159	(3,520)
Depreciation	152	184	490	547
Amortization of capitalized software development costs	691	708	2,087	1,928
Amortization of intangible assets	314	229	946	257
Amortization of other costs	23	—	47	—
EBITDA	(4,477)	863	(4,306)	3,134
Stock-based compensation expense	378	245	1,204	645
Associate severances and other costs relating to transactions or corporate restructuring	—	—	383	—
Non-cash valuation adjustments to assets and liabilities	4,514	—	6,223	—
Transaction related professional fees, advisory fees, and other internal direct costs	138	494	363	1,043
Other non-recurring operating expenses	—	—	53	—
Adjusted EBITDA	$ 553	$ 1,602	$ 3,920	$ 4,822
Adjusted EBITDA margin(1)	8%	25%	18%	28%
Earnings (loss) per share — diluted	$ (0.50)	$ 0.15	$ (0.82)	$ 0.18
Adjusted EBITDA per adjusted diluted share (2)	$ 0.03	$ 0.10	$ 0.22	$ 0.39
Diluted weighted average shares	13,257,943	15,365,238	12,884,711	12,417,256
Includable incremental shares — adjusted EBITDA(3)	5,058,763	—	5,130,937	—
Adjusted diluted shares	18,316,706	15,365,238	18,015,648	12,417,256

(1) Adjusted EBITDA as a percentage of GAAP revenues

(2) Adjusted EBITDA per adjusted diluted share for the Company's common stock is computed using the more dilutive of the two-class method or the if-converted method

(3) The number of incremental shares that would be dilutive under profit assumption, only applicable under a GAAP net loss. If GAAP profit is earned in the current period, no additional incremental shares are assumed

Application of Critical Accounting Policies

The preparation of financial statements in conformity with GAAP requires management to make estimates and judgments that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Management considers an accounting policy to be critical if the accounting policy requires management to make particularly difficult, subjective or complex judgments about matters that are inherently uncertain. A summary of our critical accounting policies is included in ITEM 7. Management’s Discussion And Analysis Of Financial Condition And Results Of Operations, of Part II, of our Annual Report on Form 10-K for the fiscal year ended January 31, 2013. There have been no material changes to the critical accounting policies disclosed in our Annual Report on Form 10-K for the fiscal year ended January 31, 2013.

Liquidity and Capital Resources

The Company’s liquidity is dependent upon numerous factors including: (i) the timing and amount of revenues and collection of contractual amounts from clients, (ii) amounts invested in research and development, capital expenditures, and (iii) the level of operating expenses, all of which can vary significantly from quarter-to-quarter. The Company’s primary cash requirements include regular payment of payroll and other business expenses, interest payments on debt, and capital expenditures. Capital expenditures generally include computer hardware and computer software to support internal

development efforts or infrastructure in the SaaS data center. Operations are funded by cash generated by operations and borrowings under credit facilities. The Company believes that cash flows from operations and available credit facilities are adequate to fund current obligations for the next twelve months. Cash and cash equivalents balances at October 31, 2013 and January 31, 2013 were $4,264,000 and $7,500,000 , respectively. Continued expansion may require the Company to take on additional debt, or raise capital through issuance of equities, or a combination of both. There can be no assurance the Company will be able to raise the capital required to fund further expansion.

Significant cash obligations

(in thousands)	As of October 31, 2013	As of January 31, 2013
Term loans (1)	$ 12,750	$ 13,688
Interpoint Partners note payable (1)	900	—
Interpoint Partners earn-out (1)	1,300	1,320
Capital leases (2)	284	—

(1) Reference “Note F – Debt” in the Notes to the Condensed Consolidated Financial Statements for additional information.

(2) The Company entered into a capital lease for computer equipment that will commence November 1, 2013. The lease is for a 24-month period and we will be obligated to pay approximately $284,000 over that period.

Operating cash flow activities

	Nine Month Ended	
(in thousands)	October 31, 2013	October 31, 2012
Net earnings (loss)	$ (9,770)	$ 2,428
Non-cash adjustments to net earnings (loss)	11,398	184
Cash impact of changes in assets and liabilities	(866)	(143)
Operating cash flow	$ 762	$ 2,469

Net cash provided by operating activities in fiscal 2013 decreased in the current year primarily due to a decrease in profitability, offset by several non-cash valuation adjustments. Additional non-cash adjustments include amortization expense from capitalized software development costs and intangible assets and an increased share based compensation expense.

The Company’s clients typically have been well-established hospitals or medical facilities or major health information system companies that resell the Company’s solutions, which have good credit histories and payments have been received within normal time frames for the industry. However, some healthcare organizations have experienced significant operating losses as a result of limits on third-party reimbursements from insurance companies and governmental entities. Agreements with clients often involve significant amounts and contract terms typically require clients to make progress payments. Adverse economic events, as well as uncertainty in the credit markets, may adversely affect the availability of financing for some of our clients.

Investing cash flow activities

	Nine Months Ended	
(in thousands)	October 31, 2013	October 31, 2012
Purchases of property and equipment	$ (106)	$ (546)
Capitalized software development costs	(1,048)	(1,571)
Payments for acquisitions	(3,000)	(12,162)
Investing cash flow	$ (4,154)	$ (14,279)

The decrease in cash used for investing activities is primarily a result of a reduction in the hours eligible for capitalization, as well as a decrease in capital expenditures as compared to the prior comparable fiscal quarter. The Company estimates that to replicate its existing internally developed software would cost significantly more than the stated net book value of $11,778,000, including acquired internally developed software of Meta and Interpoint, at October 31, 2013. Many of the programs related to capitalized software development continue to have significant value to the Company’s current solutions

and those under development, as the concepts, ideas, and software code are readily transferable and are incorporated into new solutions.

Financing cash flow activities

	Nine Months Ended	
(in thousands)	**October 31, 2013**	**October 31, 2012**
Net change in borrowings	$ (938)	$ 9,880
Proceeds from the exercise of stock options and stock purchase plans	1,094	162
Payment of deferred financing costs	—	(1,246)
Proceeds from private placement	—	12,000
Payment of success fee	—	(700)
Financing cash flow	$ 156	$ 20,096

The decrease in cash from financing activities was primarily the result of proceeds from the private placement during the nine months ended October 31, 2012 and the net change in borrowings, offset by an increase in proceeds from the exercise of stock options.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this quarterly report on Form 10-Q, an evaluation was performed under the supervision and with the participation of our senior management, including our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of the design and operation of our disclosure controls and procedures to provide reasonable assurance of achieving the desired objectives of the disclosure controls and procedures. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on that evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of the end of the period covered by this quarterly report on Form 10-Q.

Changes in Internal Control over Financial Reporting

There were no material changes in our internal control over financial reporting during the most recently completed fiscal quarter that have materially affected or are reasonably likely to materially affect our internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

We are, from time to time, a party to various legal proceedings and claims, which arise, in the ordinary course of business. We are not aware of any legal matters that will have a material adverse effect on our consolidated results of operations or consolidated financial position and cash flows.

Item 6. EXHIBITS

See Index to Exhibits.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STREAMLINE HEALTH SOLUTIONS, INC.

DATE: December 16, 2013

By: /s/ Robert E. Watson

Robert E. Watson
Chief Executive Officer

DATE: December 16, 2013

By: /s/ Nicholas A. Meeks

Nicholas A. Meeks
Chief Financial Officer

INDEX TO EXHIBITS

EXHIBITS

Exhibit No.	Description of Exhibit
3.1(a)	Certificate of Incorporation of Streamline Health Solutions, Inc. f/k/a/ LanVision Systems, Inc. (Incorporated herein by reference to Exhibit 3.1 of the Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996.)
3.1(b)	Certificate of Incorporation of Streamline Health Solutions, Inc. f/k/a LanVision Systems, Inc., Amendment No. 1. (Incorporated herein by reference to Exhibit 3.1(b) of the Quarterly Report on Form 10-Q, as filed with the Commission on September 8, 2006.)
3.1(c)	Streamline Health Solutions, Inc. Certificate of Designation of Preferences, Rights and Limitations of Series A 0% Convertible Preferred Stock (Incorporated herein by reference to Exhibit 10.8 of the Current Report on Form 8-K, as filed with the Commission on August 21, 2012.)
3.2	Bylaws of Streamline Health Solutions, Inc., as amended and restated on July 22, 2010 (Incorporated herein by reference to Exhibit 3.2 of the Quarterly Report on Form 10-Q, as filed with the Commission on September 9, 2010.)
10.1*#	Employment Agreement dated September 8, 2013 between Streamline Health Solutions, Inc. and Jack W. Kennedy Jr.
10.2*	Software License and Royalty Agreement dated October 25, 2013 between Streamline Health, Inc. and Montefiore Medical Center
10.3*	Settlement Agreement and Mutual Release dated as of November 20, 2013 by and among Streamline Health Solutions, Inc., IPP Acquisition, LLC, IPP Holding Company, LLC, W. Ray Cross, as seller representative, and each of the members of IPP Holding Company, LLC named therein
10.4*	Subordinated Promissory Note dated November 20, 2013 made by IPP Acquisition, LLC and Streamline Health Solutions, Inc.
10.5*	Amended and Restated Senior Credit Agreement dated as of December 13, 2013 by and between Streamline Health, Inc. and Fifth Third Bank
10.6*	Amendment No. 3 to Subordinated Credit Agreement dated as of December 13, 2013 by and between Streamline Health, Inc. and Fifth Third Bank
31.1*	Certification by Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification by Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial information from Streamline Health Solutions, Inc.'s Quarterly Report on Form 10-Q for the three month period ended October 31, 2013 filed with the SEC on December 16, 2013, formatted in XBRL includes: (i) Condensed Consolidated Balance Sheets at October 31, 2013 and January 31, 2013, (ii) Condensed Consolidated Statements of Operations for three and nine month periods ended October 31, 2013 and 2012, (iii) Condensed Consolidated Statements of Cash Flows for the nine month periods ended October 31, 2013 and 2012, and (iv) Notes to the Condensed Consolidated Financial Statements.

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* Included herein

\# Management Contracts and Compensatory Arrangements.

Our SEC file number reference for documents filed with the SEC pursuant to the Securities Exchange Act of 1943, as amended, is 0-281

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (together with Exhibit A, the "Agreement") is entered into as of September 8, 2013, by and between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the "Company"), and Jack W. Kennedy Jr. ("Executive").

RECITALS:

WHEREAS, the Company and Executive hereby agree that Executive will serve as an officer of the Company pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. EMPLOYMENT

The Company hereby agrees to employ Executive, and Executive, in consideration of such employment and other consideration set forth herein, hereby accepts employment, upon the terms and conditions set forth herein.

2. POSITION AND DUTIES

During the Term (as defined in Section 10 of this Agreement), Executive will be employed as Senior Vice President and Chief Legal Counsel of the Company and may also serve as an officer or director of affiliates of the Company for no additional compensation, as part of Executive's services to the Company hereunder. While employed hereunder, Executive will do all things necessary, legal and incident to the above positions, and otherwise will perform such executive-level functions, as the Chief Executive Officer of the Company (the "CEO"), to whom Executive will report, or the Board of Directors of the Company (the "Board") may establish from time to time.

3. COMPENSATION AND BENEFITS

Subject to such modifications as may be contemplated by Exhibit A and approved from time to time by the Board or the Compensation Committee of the Board (the "Committee"), and unless otherwise consented to by Executive, Executive will receive the compensation and benefits listed on the attached Exhibit A, which is incorporated herein and expressly made a part of this Agreement. Such compensation and benefits will be paid and provided by the Company in accordance with the Company's regular payroll, compensation and benefits policies.

4. EXPENSES

The Company will pay or reimburse Executive for all travel and out-of-pocket expenses reasonably incurred or paid by Executive in connection with the performance of Executive's duties as an employee of the Company upon compliance with the Company's procedures for expense reimbursement, including the presentation of expense statements or receipts or such other supporting documentation as the Company may reasonably require. All expenses eligible for reimbursements in connection with the Executive's employment with the Company must be incurred by Executive during the term of employment and must be in accordance with the Company's expense reimbursement policies. The amount of reimbursable expenses incurred in one taxable year will not affect the expenses eligible for reimbursement in any other taxable year. Each category of reimbursement will be paid as soon as administratively practicable, but in no event will any such reimbursement be paid after the last day of Executive's taxable year following the taxable year in which the expense was incurred. No right to reimbursement is subject to liquidation or exchange for other benefits.

5. BINDING AGREEMENT

The Company warrants and represents to Executive that the Company, acting by the officer executing this Agreement on its behalf of the Company, has the full right and authority to enter into this Agreement and to perform all of its obligations hereunder.

6. OUTSIDE EMPLOYMENT

Executive will devote Executive's full time and attention to the performance of the duties incident to Executive's position with the Company, and will not have any other employment with any other enterprise or substantial responsibility for any enterprise which would be inconsistent with Executive's duty to devote Executive's full time and attention to Company matters; *provided, however,* that the foregoing will not prevent Executive from participation in any charitable or civic organization or, subject to CEO consent, which consent will not be unreasonably withheld, from service in a non-executive capacity on the boards of directors of up to two other companies that does not interfere with Executive's performance of the duties and responsibilities to be performed by Executive under this Agreement.

7. CONFIDENTIAL INFORMATION AND TRADE SECRETS

The Company is in the business of providing solutions, including comprehensive suites of health information solutions relating to enterprise content management, computer assisted coding, business analytics and integrated workflow systems, that help hospitals, physician groups and other healthcare organizations improve efficiencies and business processes across the enterprise to enhance and protect revenues, offering a flexible, customizable way to optimize the clinical and financial performance of any healthcare organization (the "Business").

For the purpose of this Agreement, "Confidential Information" will mean any written or unwritten information which relates to or is used in the Company's Business (including, without limitation, the Company's services, processes, patents, systems, equipment, creations, designs, formats, programming, discoveries, inventions, improvements, computer programs, data kept on computers, engineering, research,

development, applications, financial information, information regarding services and products in development, market information, including test marketing or localized marketing, other information regarding processes or plans in development, trade secrets, training manuals, know-how of the Company, and the customers, clients, suppliers and others with whom the Company does or has in the past done, business (including any information about the identity of the Company's customers or suppliers and written customer lists and customer prospect lists), or information about customer requirements, transactions, work orders, pricing policies, plans or any other Confidential Information, which the Company deems confidential and proprietary and which is generally not known to others outside the Company and which gives or tends to give the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to the Company in the conduct of its business — regardless of when and by whom such information was developed or acquired, and regardless of whether any of these are described in writing, reduced to practice, copyrightable or considered copyrightable, patentable or considered patentable; *provided, however,* that "Confidential Information" will not include general industry information or information which is publicly available or is otherwise in the public domain without breach of this Agreement, information which Executive has lawfully acquired from a source other than through his employment with the Company, or information which is required to be disclosed pursuant to any law, regulation or rule of any governmental body or authority or court order (in which event Executive will immediately notify the Company of such requirement or order so as to give the Company an opportunity to seek a protective order or other manner of protection prior to production or disclosure of the information). Executive acknowledges that Confidential Information is novel and proprietary to and of considerable value to the Company.

Confidential Information will also include confidential information of third parties, clients or prospective clients that has been provided to the Company or to Executive in conjunction with Executive's employment, which information the Company is obligated to treat as confidential. Confidential Information does not include information voluntarily disclosed to the public by the Company, except where such public disclosure has been made by the Executive without authorization from the Company, or which has been independently developed and disclosed by others, or which has otherwise entered the public domain through lawful means.

Executive acknowledges that all Confidential Information is the valuable, unique and special asset of the Company and that the Company owns the sole and exclusive right, title and interest in and to this Confidential Information.

(a) To the extent that the Confidential Information rises to the level of a trade secret under applicable law, then Executive will, during Executive's employment and for as long thereafter as the Confidential Information remains a trade secret (or for the maximum period of time otherwise allowed under applicable law) protect and maintain the confidentiality of these trade secrets and refrain from disclosing, copying or using the trade secrets without the Company's prior written consent, except as necessary in Executive's performance of Executive's duties while employed with the Company.

(b) To the extent that the Confidential Information defined above does not rise to the level of a trade secret under applicable law, Executive will not, during Executive's employment and thereafter for a period of two (2) years, disclose, or cause to be disclosed in any way, Confidential Information, or any

part thereof, to any person, firm, corporation, association or any other operation or entity, or use the Confidential Information on Executive's own behalf, for any reason or purpose except as necessary in the performance of his duties while employed with the Company. Executive further agrees that, during Executive's employment and thereafter for a period of two (2) years, Executive will not distribute, or cause to be distributed, Confidential Information to any third person or permit the reproduction of Confidential Information, except on behalf of the Company in Executive's capacity as an employee of the Company. Executive will take all reasonable care to avoid unauthorized disclosure or use of the Confidential Information. Executive agrees that all restrictions contained in this Section 7 are reasonable and valid under the circumstances and hereby waives all defenses to the strict enforcement thereof by the Company.

Executive agrees that, upon the request of the Company, or in any event immediately upon termination of his employment for whatever reason, Executive will immediately deliver up to the Company or its designee all Confidential Information in Executive's possession or control, and all notes, records, memoranda, correspondence, files and other papers, and all copies thereof, relating to or containing Confidential Information. Executive does not have, nor can Executive acquire, any property or other rights in Confidential Information.

8. PROPERTY OF THE COMPANY

All ideas, inventions, discoveries, proprietary information, know-how, processes and other developments and, more specifically, improvements to existing inventions, conceived by Executive, alone or with others, during the term of Executive's employment with the Company, whether or not during working hours and whether or not while working on a specific project, that are within the scope of the Company's Business operations or that relate to any work or projects of the Company, are and will remain the exclusive property of the Company. Inventions, improvements and discoveries relating to the Business of the Company conceived or made by Executive, either alone or with others, while employed with the Company are conclusively and irrefutably presumed to have been made during the period of employment and are the sole property of the Company. The Executive will promptly disclose in writing any such matters to the Company but to no other person without the consent of the Company. Executive hereby assigns and agrees to assign all right, title and interest in and to such matters to the Company. Executive will, upon request of the Company, execute such assignments or other instruments and assist the Company in the obtaining, at the Company's sole expense, of any patents, trademarks or similar protection, if available, in the name of the Company.

9. PROTECTIVE COVENANTS

(a) Non-Solicitation of Customers or Clients. During Executive's employment and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, Executive agrees not to solicit, directly or by assisting others, any business from any of the Company's customers or clients, including actively sought prospective customers or clients, with whom Executive has had material contact during Executive's employment with the Company, for the purpose of providing products or services that are competitive with those provided by the Company. As used in this paragraph, "material contact" means the contact between Executive and each customer, client or vendor, or potential customer, client or vendor (i) with whom or which Executive dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by Executive, (iii) about whom Executive

obtained confidential information in the ordinary course of business as a result of Executive's association with the Company, or (iv) who receives products or services authorized by the Company, the sale or provision of which products or services results or resulted in compensation, commissions or earnings for Executive within two years prior to the date of the employee's termination.

(b) Non-Piracy of Employees. During Executive's employment and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, Executive covenants and agrees that Executive will not, directly or indirectly, within the Territory, as defined below: (i) solicit, recruit or hire (or attempt to solicit, recruit or hire) or otherwise assist anyone in soliciting, recruiting or hiring, any employee or independent contractor of the Company who performed work for the Company within the last year of Executive's employment with the Company, or (ii) otherwise encourage, solicit or support any such employee or independent contractor to leave his or her employment or engagement with the Company.

(c) Non-Compete. During Executive's employment with the Company and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, and provided that the Company is not in default of its obligations specified in Sections 11 and 13 hereof, Executive agrees not to, directly or indirectly, compete with the Company, as an officer, director, member, principal, partner, shareholder, owner, manager, supervisor, administrator, employee, consultant or independent contractor, by working for a competitor to, or engaging in competition with, the Business, in the Territory, in a capacity in which Executive performs duties and responsibilities that are the same as or similar to the duties performed by Executive while employed by the Company, provided that the foregoing will not prohibit Executive from owning not more than 5% of the outstanding stock of a corporation subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The "Territory" will be defined to be that geographic area comprised of the following states in the United States of America and the Canadian provinces of Quebec and Alberta:

Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware Florida Georgia Hawaii Idaho Illinois	Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana	Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island	South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming

; provided, however, that the Territory described herein is a good faith estimate of the geographic area that is now applicable as the area in which the Company does or will do business during the term of Executive's employment, and the Company and Executive agree that this non-compete covenant will

ultimately be construed to cover only so much of such Territory as relates to the geographic areas in which the Company does business within the two-year period preceding termination of Executive's employment. This Section 9 is meant to comply with Rule 5.6 of the Georgia Rules of Professional Conduct and Rule 5.06 of the Texas Disciplinary Rules, as well as other applicable provisions of rules governing the practice of law. Accordingly, nothing in this Section 9 shall be construed to restrict Executive's practice of law after resignation or termination of employment in violation of such rules.

10. TERM

Unless earlier terminated pursuant to Section 11 herein, the term of this Agreement will be for a period beginning on the start date specified in Exhibit A and ending on September 30, 2014 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew in successive one- year periods (each a "Renewal Period"), unless Executive or the Company notifies the other party at least 60 days prior to the end of the Initial Term or the applicable Renewal Period that this Agreement will not be renewed. The Initial Term and, if this Agreement is renewed in accordance with this Section 10, each Renewal Period will be included in the definition of "Term" for purposes of this Agreement. Unless waived in writing by the Company, the requirements of Section 7 (Confidential Information and Trade Secrets), Section 8 (Property of the Company) and Section 9 (Protective Covenants) will survive the expiration or termination of this Agreement or Executive's employment for any reason.

11. TERMINATON

(a) Death. This Agreement and Executive's employment hereunder will be terminated on the death of Executive, effective as of the date of Executive's death. In such event, the Company will pay to the estate of Executive the sum of (i) accrued but unpaid base salary earned prior to Executive's death (to be paid in accordance with normal practices of the Company) and (ii) expenses incurred by Executive prior to his death for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post-termination benefits.

(b) Continued Disability. This Agreement and Executive's employment hereunder may be terminated, at the option of the Company, upon a Continued Disability (as defined herein) of Executive. For the purposes of this Agreement, and unless otherwise required under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), "Continued Disability" will be defined as the inability or incapacity (either mental or physical) of Executive to continue to perform Executive's duties hereunder for a continuous period of one hundred twenty (120) working days, or if, during any calendar year of the Term hereof because of disability, Executive will have been unable to perform Executive's duties hereunder for a total period of one hundred eighty (180) working days regardless of whether or not such days are consecutive. The determination as to whether Executive is unable to perform the essential functions of Executive's job will be made by the Board or the Committee in its reasonable discretion; *provided, however,* that if Executive is not satisfied with the decision of the Board or the Committee, Executive will submit to examination by three competent physicians who practice in the metropolitan area in which the Company maintains its principal executive office, one of whom will be selected by the Company, another of whom will be selected by Executive, with the third to be selected by the physicians so selected. The determination of a majority of the physicians so selected will supersede the determination of the Board or the Committee and will be final and conclusive. In the event of the termination of Executive's employment due to

Continued Disability, the Company will pay to Executive the sum of (i) accrued but unpaid base salary earned prior to the date of the Executive's termination of employment due to Continued Disability (paid in accordance with the normal practices of the Company), and (ii) expenses incurred by Executive prior to his termination of employment for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post-termination benefits.

(c) Termination by the Company for Good Cause, by Executive Other Than for Good Reason, or upon Non-Renewal of the Term by Executive. Notwithstanding any other provision of this Agreement, the Company may at any time terminate this Agreement and Executive's employment hereunder for Good Cause, Executive may at any time terminate his employment other than for Good Reason (as defined in Section 11(d) herein), or Executive may notify the Company that he will not renew the Term. For this purpose, "Good Cause" will include the following: the current use of illegal drugs; conviction of any crime which involves moral turpitude, fraud or misrepresentation; commission of any act which would constitute a felony and which adversely impacts the business or reputation of the Company; fraud; misappropriation or embezzlement of Company funds or property; willful misconduct or grossly negligent or reckless conduct which is materially injurious to the reputation, business or business relationships of the Company; material violation or default on any of the provisions of this Agreement; or material and continuous failure to meet reasonable performance criteria or reasonable standards of conduct as established from time to time by the Board, which failure continues for at least 30 days after written notice from the Company to Executive. Any alleged termination by the Company for Good Cause will be delivered in writing to Executive stating the full basis for such cause along with any notice of such termination. If the employment of Executive is terminated by the Company for Good Cause, if Executive terminates employment for any reason other than for Good Reason (including, but not limited to, resignation), or if Executive notifies the Company he will not renew the Term, then, the Company will pay to Executive the sum of (i) accrued but unpaid salary through the termination date (paid in accordance with the normal practices of the Company), and (ii) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post- termination benefits.

(d) Termination by the Company without Good Cause or by Executive for Good Reason. The Company may terminate this Agreement and Executive's employment at any time, including for reasons other than Good Cause (as "Good Cause" is defined in Section 11(c) above), Executive may terminate his employment at any time, including for Good Reason, or the Company may elect not to renew the Term. For the purposes herein, "Good Reason" will mean (i) a material diminution of Executive's base salary; (ii) a material diminution in Executive's authority, duties, or responsibilities; (iii) a material change in geographic location at which the Executive must perform services, from Metropolitan Atlanta, Georgia; or (iv) any other action or inaction that constitutes a material breach of the terms of this Agreement; provided that Executive's termination will not be treated as a resignation for Good Reason unless Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice. In the event that (i) the Company terminates the employment of Executive during the Term for reasons other than for Good Cause, death or Continued Disability or (ii) Executive terminates employment for Good Reason, then the Company will pay Executive the sum of (A) accrued but

unpaid salary through the termination date (paid in accordance with the normal practices of the Company), (B) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to (x) three months' base salary or (y) if such termination occurs in the Initial Term, the amount of base salary for the period commencing on the effective date of termination and ending on the last day of said term, whichever is greater ((A) through (C), being hereinafter referred to, collectively, as the "Separation Benefits"). In such event, the payments described in (C) in the preceding sentence will be made following Executive's execution (and non-revocation) of a form of general release of claims as is acceptable to the Board or the Committee if the general release form is provided to the Executive within one month of the Executive's date of termination, in accordance with the normal payroll practices of the Company; provided that the portion of the severance payment described in clause (C) above that exceeds the "separation pay limit," if any, will be paid to the Executive in a lump sum payment within thirty (30) days following the date of Executive's termination of employment (or such earlier date following the date of Executive's termination of employment, if any, as may be required under applicable wage payment laws), but in no event later than the fifteenth (15th) day of the third (3rd) month following the Executive's date of termination. The "separation pay limit" will mean two (2) times the lesser of: (1) the sum of Executive's annualized compensation based upon the annual rate of pay for services provided to the Company for the calendar year immediately preceding the calendar year in which Executive's date of termination occurs of employment (adjusted for any increase during that calendar year that was expected to continue indefinitely if Executive had not terminated employment); and (2) the maximum dollar amount of compensation that may be taken into account under a tax-qualified retirement plan under Code Section 401(a)(17) for the year in which his termination of employment occurs. The lump-sum payment to be made to Executive pursuant to this Section 4(a)(ii) is intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(4) for short-term deferrals. The remaining portion of the severance payment described in clause (C) above will be paid in periodic installments over the 15-month period commencing on the first post-termination payroll date following expiration of the revocation period described above and will be paid in accordance with the normal payroll practices of the Company. Notwithstanding the foregoing, in no event will such remaining portion of the severance payment described in clause (C) above be paid to Executive later than December 31 of the second calendar year following the calendar year in which Executive's date of termination of employment occurs. The payments to be made to Executive pursuant to the immediately preceding sentence are intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(9)(iii) for separation pay plans (*i.e.*, the so-called "two times" pay exemption). For the sake of clarity, no election by the Company not to renew the Term will trigger any rights to severance or other benefits.

(e) Payment of COBRA Premiums. In the event that the Company terminates Executive's employment for any reason other than Good Cause or Executive terminates his employment for Good Reason, then, provided that Executive timely elects to receive continued coverage under the Company's group medical and dental insurance plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), for the period commencing on the date of Executive's termination and continuing until the earlier of the end of the six-month period following his termination date or the first of the month immediately following the Company's receipt of notice from Executive terminating such coverage, Executive (and any qualified dependents) will be entitled to coverage under such plans (as may be amended during the period of coverage) in which Executive was participating immediately prior to the date of his

termination of employment (the "COBRA Coverage"). The cost of the premiums for such coverage will be borne by the Company, except that Executive will reimburse the Company for premiums becoming due each month with respect to such coverage in an amount equal to the difference between the amount of such premiums and the portion thereof currently being paid by Executive. Executive's portion of such premiums will be payable by the first of each month commencing the first month following the month in which his termination of employment occurs. The period during which Employee is being provided with health insurance under this Agreement at the Company's expense will be credited against Employee's period of COBRA coverage, if any. Further, if at any time during the period Executive is entitled to premium payments under this Section 11(e), Executive becomes entitled to receive health insurance from a subsequent employer, the Company's obligation to continue premium payments to Executive shall terminate immediately.

12. ADVICE TO PROSPECTIVE EMPLOYERS

If Executive seeks or is offered employment by any other company, firm or person during his employment or during the post-termination restricted periods, he will notify the prospective employer of the existence and terms of the non-competition and confidentiality agreements set forth in Sections 7 and 9 of this Agreement. Executive may disclose the language of Sections 7 and 9, but may not disclose the remainder of this Agreement.

13. CHANGE IN CONTROL

(a) In the event of a Change in Control (as defined herein) of the Company, (i) all stock options, restricted stock, and all other equity awards granted to Executive prior to the Change in Control will immediately vest in full, (ii) if, within 90 days prior to a Change of Control, the Company terminates the employment of Executive for reasons other than for Good Cause, death or Continued Disability, or Executive terminates employment for Good Reason, then, the Company will provide the Separation Benefits and the COBRA Coverage, and all other stock options, restricted stock, and other equity awards granted to Executive will immediately vest in full as of the date of termination and will remain exercisable until the earlier of the end of the applicable option period or one hundred and eighty (180) days from the date of Executive's termination of employment, and (iii) if, within 12 months following a Change in Control, the Company terminates the employment of Executive for reasons other than for Good Cause, death or Continued Disability or Executive terminates employment for Good Reason, then (a) the Company will provide the Separation Benefits and the COBRA Coverage, and (b) all stock options, restricted stock, and other equity awards granted to Executive will immediately vest in full as of the date of termination and will remain exercisable until the earlier of the end of the applicable option period or one hundred and eighty (180) days from the date of Executive's termination of employment. In the event Executive seeks to terminate his employment for Good Reason, such termination will not be treated for purposes of this Section 13 as a termination for Good Reason unless Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice.

(b) For purposes of this Agreement, "Change in Control" means any of the following events:

(i) A change in control of the direction and administration of the Company's business of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, as in effect on the date hereof and any successor provision of the regulations under the Exchange Act, whether or not the Company is then subject to such reporting requirements; or

(ii) Any "person" (as such term is used in Section 13(d) and Section 14(d)(2) of the Exchange Act but excluding any employee benefit plan of the Company) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than one half of the combined voting power of the Company's outstanding securities then entitled to vote for the election of directors; or

(iii) The Company sells all or substantially all of the assets of the Company; or

(iv) The consummation of a merger, reorganization, consolidation or similar business combination that constitutes a change in control as defined in the Company's 2013 Stock Incentive Plan or other successor stock plan or results in the occurrence of any event described in Sections 13(b) (i), (ii) or (iii) above.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event any amounts payable hereunder would be considered to be excess parachute payments for purposes of the amount payable following the occurrence of a Change of Control that is treated as a "change in the ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company for purposes of Code Sections 280G and 4999, those payments that are treated for purposes of Code Section 280G as being contingent on a "change in the ownership or effective control" (as that phrase is used for purposes of Code Section 280G) of the Company will be reduced, if and to the extent necessary, so that no payments under this Agreement are treated as excess parachute payments.

14. ACKNOWLEDGEMENTS

The Company and Executive each hereby acknowledge and agree as follows:

(a) The covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration, and, with respect to the covenants, restrictions, agreements and obligations set forth in Sections 7, 8 and 9 hereof, are reasonable in duration, the activities proscribed, and geographic scope;

(b) In the event of a breach or threatened breach by Executive of any of the covenants, restrictions, agreements and obligations set forth in Sections 7, 8 or 9 hereof, monetary damages or the other remedies at law that may be available to the Company for such breach or threatened breach will be inadequate and, without prejudice to the Company's right to pursue any other remedies at law or in equity available to it for such breach or threatened breach, including, without limitation, the recovery of damages from

Executive, the Company will be entitled to injunctive relief from a court of competent jurisdiction or the arbitrator; and

(c) The time period, proscribed activities, and geographical area set forth in Section 9 hereof are each divisible and separable, and, in the event that the covenants not to compete contained therein are judicially held invalid or unenforceable as to such time period, scope of activities, or geographical area, they will be valid and enforceable to such extent and in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Executive agrees that in the event any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with the Company in requesting that court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, any period of restriction or covenant herein stated will not include any period of violation or period of time required for litigation to enforce such restriction or covenant.

15. NOTICES

Any notice or communication required or permitted hereunder will be given in writing and will be sufficiently given if delivered personally or sent by telecopy to such party addressed as follows:

(a) In the case of the Company, if addressed to it as follows: Streamline Health Solutions, Inc.

1230 Peachtree Street NE

Suite 1000

Atlanta, Georgia 30309

Attn: Chief Executive Officer Telecopy: (404) 446-0059

(b) In the case of Executive, if addressed to Executive at the most recent address on file with the Company, currently 1297 Stillwood Drive NE, Atlanta, Georgia 30306.

Any such notice delivered personally or by telecopy will be deemed to have been received on the date of such delivery. Any address for the giving of notice hereunder may be changed by notice in writing.

16. ASSIGNMENT, SUCCESSORS AND ASSIGNS

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. The Company may assign or otherwise transfer its rights under this Agreement to any successor or affiliated business or corporation (whether by sale of stock, merger,

consolidation, sale of assets or otherwise), but this Agreement may not be assigned, nor may his duties hereunder be delegated, by Executive. In the event that the Company assigns or otherwise transfers its rights under this Agreement to any successor or affiliated business or corporation (whether by sale of stock, merger, consolidation, sale of assets or otherwise), for all purposes of this Agreement, the "Company" will then be deemed to include the successor or affiliated business or corporation to which the Company, assigned or otherwise transferred its rights hereunder.

17. MODIFICATION

This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed by each of the parties hereto.

18. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement will not affect any other provisions hereof, and the parties will use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of this Agreement. If the parties are unable to reach such agreement, then the provisions will be modified as set forth in Section 14(c) above. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision hereof.

19. COUNTERPARTS

This Agreement may be signed in counterparts (and delivered via facsimile transmission or by digitally scanned signature delivered electronically), and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

20. ENTIRE AGREEMENT

This constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral, with respect to such subject matter.

21. DISPUTE RESOLUTION

Except as set forth in Section 14 above, any and all disputes arising out of or in connection with the execution, interpretation, performance or non-performance of this Agreement or any agreement or other instrument between, involving or affecting the parties (including the validity, scope and enforceability of this arbitration clause), will be submitted to and resolved by arbitration. The arbitration will be conducted pursuant to the terms of the Federal Arbitration Act and the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. Either party may notify the other party at any time of

the existence of a controversy potentially requiring arbitration by certified mail, and the parties will attempt in good faith to resolve their differences within fifteen (15) days after the receipt of such notice. If the dispute cannot be resolved within the fifteen-day period, either party may file a written demand for arbitration with the American Arbitration Association. The place of arbitration will be Atlanta, Georgia.

/s/ JWK	/s/ REW
Initialed by Executive	Initialed by the Company

22. GOVERNING LAW; FORUM SELECTION

The provisions of this Agreement will be governed by and interpreted in accordance with the internal laws of the State of Georgia and the laws of the United States applicable therein. Executive acknowledges and agrees that Executive is subject to personal jurisdiction in state and federal courts in Fulton County, Georgia, and waives any objection thereto.

23. CODE SECTION 409A

Notwithstanding any other provision in this Agreement to the contrary, if and to the extent that Code Section 409A is deemed to apply to any benefit under this Agreement, it is the general intention of the Company that such benefits will, to the extent practicable, comply with, or be exempt from, Code Section 409A, and this Agreement will, to the extent practicable, be construed in accordance therewith. Deferrals of benefits distributable pursuant to this Agreement that are otherwise exempt from Code Section 409A in a manner that would cause Code Section 409A to apply will not be permitted unless such deferrals are in compliance with Code Section 409A. In the event that the Company (or a successor thereto) has any stock which is publicly traded on an established securities market or otherwise and Executive is determined to be a “specified employee” (as defined under Code Section 409A), any payment that is deemed to be deferred compensation under Code Section 409A to be made to the Executive upon a separation from service may not be made before the date that is six months after Executive’s separation from service (or death, if earlier). To the extent that Executive becomes subject to the six-month delay rule, all payments that would have been made to Executive during the six months following his separation from service that are not otherwise exempt from Code Section 409A, if any, will be accumulated and paid to Executive during the seventh month following his separation from service, and any remaining payments due will be made in their ordinary course as described in this Agreement. For the purposes herein, the phrase “termination of employment” or similar phrases will be interpreted in accordance with the term “separation from service” as defined under Code Section 409A if and to the extent required under Code Section 409A. Further, (i) in the event that Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions will, to the extent practicable, be deemed to be made a part of this Agreement, and (ii) terms used in this Agreement will be construed in accordance with Code Section 409A if and to the extent required. Further, in the event that this Agreement or any benefit thereunder will be deemed not to comply with Code Section 409A, then neither the Company, the Board, the Committee nor its or their designees or agents will be liable to any participant or other person for actions, decisions or determinations made in good faith.

24. WITHHOLDING.

The Company may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as will be required to be withheld pursuant to any applicable law or regulation.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective as of the date first above written.

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Robert E. Watson Robert E. Watson

President and Chief Executive Officer

EXECUTIVE

/s/ Jack W. Kennedy Jr.

Jack W. Kennedy Jr.

EXHIBIT A TO EMPLOYMENT AGREEMENT ("AGREEMENT") DATED AS OF SEPTEMBER 8, 2013, BETWEEN STREAMLINE HEALTH SOLUTIONS, INC. AND JACK W. KENNEDY JR. — COMPENSATION AND BENEFITS[1]

1. Start Date. Executive's start date will be September 30, 2013.

2. Base Salary. Base Salary will be paid at an annualized rate of $200,000, which will be subject to annual review and adjustment by the Committee or the Board but will not be reduced below$200,000. Such amounts will be payable to Executive in accordance with the normal payroll practices of the Company.

3. Annual Bonus. Target annual bonus and target goals will be set by the Committee annually. Target annual bonus (prorated for any partial period) will be 25% of Executive's then current annual base salary. The annual bonus will be paid pursuant to such conditions as are established by the Committee and, to the extent payable under a bonus plan, subject to such terms and conditions as may be set out in such plan. The annual bonus will, if payable, be paid in cash no later than March 14 of the fiscal year following the fiscal year during which Executive's right to the annual bonus vests.

4. Benefits. Executive will be eligible to participate in the Company's benefit plans on the same terms and conditions as provided for other Company executives, subject to all terms and conditions of such plans as they may be amended from time to time, and will accrue paid time off totaling 20 days per annum.

5. Grant of Stock Options. Executive will receive a grant of stock options for 75,000 shares of common stock of the Company, as of the start date referred to in paragraph 1 above, with an option exercise price equal to the closing price on the date of grant of such stock as reported by NASDAQ CM. Such options will have a 10-year term, will vest monthly in 36 equal installments commencing on the first month after the grant date (such vesting to be subject to the continued employment of Executive) and will be subject to such other terms and conditions as apply under the Company's 2013 Stock Incentive Plan or other applicable stock plan and the related option agreement.

[1] Terms not defined herein have the meanings given to such terms in the Agreement.

SOFTWARE LICENSE AND ROYALTY AGREEMENT

This document and its attachments contain certain terms of agreement between Streamline Health, Inc., a corporation organized under the laws of Ohio, with offices located at 1230 Peachtree Street NE, Suite 1000, Atlanta, Georgia 30309 ("*Streamline*") and the Montefiore Medical Center, a not-for-profit corporation organized under the laws of New York, with offices located at 111 East 210 Street, Bronx, New York 10467 ("*Montefiore*").

BACKGROUND INFORMATION

A. Montefiore is a hospital that has developed a certain proprietary software product, utilizing proprietary code developed by its personnel and numerous components obtained under licenses from third parties, and Montefiore applied for and/or obtained certain patent rights related to processes that are or may be practiced by operation and use of such software. Streamline and Montefiore desire to enter into a royalty and license agreement whereby Streamline will commercialize and further develop and maintain the software product described above by licensing the same from Montefiore and sublicensing it to one or more third-party customers, while Montefiore will retain the ability to use the same for its internal operations.

B. Streamline is in the business of developing, commercializing and supporting software products and providing related services to healthcare providers and healthcare-related industries. Streamline desires to obtain an exclusive license to commercialize the software product described above and to acquire all rights necessary and appropriate for such purposes.

C. The Parties desire to enter into a binding agreement according to which Montefiore shall grant certain license rights to Streamline, and shall assign certain contracts, licenses and other assets to Streamline, and whereby Streamline shall pay certain royalties and provide certain services to Montefiore, all as provided in greater detail in this Contract.

TERMS OF AGREEMENT

By signing this Contract, Montefiore and Streamline signify their intent to be contractually bound by the terms and conditions set forth below, in consideration for their mutual promises set forth below.

1. DEFINED WORKS AND PHRASES.

Some capitalized words and phrases used in this Contract have defined meanings that are set forth in Exhibit A.

2. GRANT OF RIGHTS AND ASSET ACQUISITIONS.

2.1 Software License and Delivery of Materials; Reservation of Rights.

(a) Montefiore grants to Streamline a license, effective during the Contract Period, to use, reproduce, publicly perform, publicly display, modify, adapt, translate, create derivative works of, digitally transmit, and distribute the Licensed Software and Software Documentation. This license is exclusive, subject to the Reserved Rights, as contemplated in Section 2.2 (Exercise of Reserved Rights; General Reservation of Rights) below. This license may not be assigned except as contemplated in Section 8 (Miscellaneous Provisions) below. The rights granted by this paragraph are fully sublicenseable, separately and/or in aggregate, through multiple tiers of sublicensees, provided that any sublicenses shall be granted in accordance with applicable restrictions set forth below. Without limiting the application of the foregoing, during the Contract Period Montefiore grants to Streamline an exclusive, worldwide license under all Licensed Rights in all fields of use and for all purposes, subject to the Reserved Rights, as contemplated in Section 2.3 below. Except as expressly granted to Streamline by Montefiore in this Contract, neither Montefiore nor any of its Affiliates grants any other licenses in and to any other Intellectual Property Rights owned or licensed by Montefiore or such Affiliates. Montefiore expressly reserves all of its right, title and interest in and to such Intellectual Property Rights.

(b) As soon as commercially practicable after the Effective Date, Montefiore shall deliver to Streamline one (1) complete copy of the Licensed Software, including source code and object code formats, and one copy of all Software Documentation, in electronic format.

(c) Streamline acknowledges that, as between the Parties, Montefiore owns all Intellectual Property Rights and proprietary interests that are embodied in, or practiced by, the Licensed Software and the Software Documentation. For avoidance of doubt, the Parties agree that Streamline will own all Intellectual Property Rights in derivative works that it creates based on the Licensed Software and/or Software Documentation, subject to Montefiore's continuing ownership of Intellectual Property Rights in the underlying Licensed Software and Software Documentation as originally provided under this Contract.

(d) For so long as this Contract remains in effect, Montefiore agrees not to attempt to commercialize any software product or online service that is designed to compete, directly or indirectly, with the Licensed Software, as it exists on the Effective Date (and for the purposes for which it is used on the Effective Date), with a solution that incorporates unique features or functionality thereof as the same exists on the Effective Date.

2.2 Exercise of Reserved Rights; General Reservation of Rights. Notwithstanding the rights granted to Streamline in Section 2.1(a), but subject to Section 2.1(d), Montefiore expressly reserves the non-exclusive right to use the Licensed Software (in both machine readable object code and source code) and the Software Documentation, and to exercise Intellectual Property Rights owned by Montefiore, on its own behalf and on behalf of its Affiliates, and embodied in, or practiced by, such Licensed Software and Software Documentation, solely for their internal business purposes. For purposes of this Contract, the rights reserved by Montefiore pursuant to this paragraph shall be

referenced as "*Reserved Rights*." The Reserved Rights shall be interpreted to include the rights (i) to reproduce and install copies of the Licensed Software upon computer systems in Montefiore's and such Affiliates' possession or control (including, for avoidance of doubt, computer systems of any third-party service providers), (ii) to reproduce copies of the Software Documentation solely for use (including remote use) by Montefiore's and such Affiliates' personnel (or personnel in the employ of third-party service providers acting on behalf of Montefiore or Affiliates) in connection with using the Licensed Software and (iii) to modify the Licensed Software and create derivative works thereof or have third parties that are bound by obligations of confidentiality modify the Licensed Software and create derivative works thereof (collectively, "*Modifications*"), provided that (a) Montefiore shall notify Streamline if any Modifications are so created, describing the nature of each such Modification, (b) Montefiore shall not distribute such Modifications to any third party other than to its Affiliates, and (c) except as otherwise agreed in a statement of work, Streamline

shall not be responsible for any maintenance or support obligations with respect to such Modifications.

2.3 Assignment of Agreements in Third-Party Resources; Assignment of Other Assets.

(a) Effective as of the Effective Date, Montefiore hereby assigns, transfers and conveys to Streamline all Montefiore's right, title and interest in and to the Third-Party Resource Agreements listed on Exhibit C of this Contract, including all claims arising thereunder from and after the Effective Date. Montefiore agrees that it shall retain all rights, obligations, duties and liabilities under the Third-Party Resource Agreements only to the extent arising prior to the Effective Date, including, without limitation, any payment obligations coming due from or after the Effective Date with respect to any use or distribution of the Third-Party Resources prior to the Effective Date. Subject to the preceding sentence, Streamline hereby agrees to assume and perform all obligations, duties and liabilities arising under the Third-Party Resource Agreements from and after the Effective Date.

(b) As soon as commercially practicable after the Effective Date, Montefiore shall deliver to Streamline, or cause the applicable third-party vendor or licensor to deliver to Streamline, one (1) complete copy of each Third-Party Resource, in all formats licensed under the applicable Third-Party Resource Agreement, including any associated documentation or other materials having been provided by the relevant third-party licensor.

(c) Montefiore will provide such assistance as Streamline may reasonably request, without additional charge, as Streamline reasonably deems necessary to transition administration of each Third-Party Resource Agreement to Streamline, including, without limitation, providing notice to or obtaining consent from the relevant third-party licensors as may be required by the applicable Third-Party Resource Agreements. Nothing in this Section 2.3(c) shall be deemed to obligate Montefiore to incur any out-of-pocket costs or to provide technical assistance or personnel to Streamline in connection with the transition of any Third Party Resource Agreement. To the extent any Third Party Resources Agreement is not assignable, Streamline may undertake at its own expense to enter into a new agreement with such Third-Party Resources provider or a substitute provider of similar resources.

(d) Effective as of the Effective Date, Montefiore hereby assigns, transfers and conveys to Streamline all Montefiore's right, title and interest in and to the equipment and materials identified in Exhibit F (the "*Transferred Equipment*"), including, without limitation, any information, files and content stored upon the same (the "*Installed Resources*"); provided, however, that the Transferred Equipment and Installed Resources shall remain on their current site for a period of three (3) months following the Effective Date as described below. Montefiore represents and warrants that it has all rights necessary to transfer ownership of all Transferred Equipment and Installed Resources to Streamline, without encumbrance of any kind whatsoever, provided that this paragraph shall not be interpreted to assign ownership of any Intellectual Property Rights in any Third-Party Resources contained within the Installed Resources or any personal health information contained therein, all of which personal health information shall be considered Montefiore's Proprietary Information and expressly be and remain subject to the Business Associate Agreement appended to the Software License and Support Agreement between the Parties dated the Effective Date. All such Third-Party Resources shall remain subject to applicable Third-Party Resource Agreements that are assigned pursuant to the preceding clauses of this Section 2.3. Montefiore shall deliver all Transferred Equipment, including the Installed Resources, as may be mutually agreed pursuant to a Statement of Work as contemplated in Section 2.6 below. Within three (3)

months of the Effective Date, Streamline shall provide Montefiore with a list setting forth the Installed Resources (i) that Streamline has replaced or (ii) for which Streamline has obtained an assignment from the third party licensor therefor. During such three (3) month period, Streamline shall have, and Montefiore hereby grants to Streamline, a nontransferable, revocable, limited right for the Transferred Employees to access and use the Transferred Equipment located at Montefiore's Yonkers facility (at 1010 Central Park Ave., Yonkers, NY) to conduct development for and facilitate transfer of the Software. Thereafter, such Transferred Equipment will be re-located to Streamline's offices located in Manhattan, New York.

(e) Effective as of the Effective Date, Montefiore hereby assigns, transfers and conveys to Streamline all Montefiore's right, title and interest in and to (i) all text, graphics, and other content available for viewing and use as of the Effective Date at the domain name https://exploreCLG.Montefiore.org (the "CLG Site"), including all copyrights and all rights in the CLG Brand that are embodied by the CLG Site, and (ii) all HTML code and software underlying the functionality of the CLG Site, including all Intellectual Property Rights that are embodied in or practiced by the CLG Site, provided that this paragraph shall not be interpreted to assign ownership of any Intellectual Property Rights in any Third-Party Resources contained within the CLG Site, and instead all such Third-Party Resources shall remain subject to applicable Third-Party Resource Agreements that are assigned pursuant to the preceding clauses of this Section 2.3 Furthermore, this paragraph shall not be interpreted to assign any trademarks of Montefiore that are not part of the CLG Brand or Other CLG Marks, and no license is granted to any such other trademarks. Collectively, all information and materials assigned to Streamline pursuant to this paragraph may be referenced as "CLG Site Materials." Montefiore shall deliver all CLG Site Materials as may be mutually agreed pursuant to a Statement of Work as contemplated in Section 2.6 below.

(f) STREAMLINE ACKNOWLEDGES AND AGREES THAT THE REPRESENTATIONS AND WARRANTIES PROVIDED BY MONTEFIORE WITH RESPECT TO THE TRANSFERRED EQUIPMENT AND THE INSTALLED RESOURCES ARE IN LIEU OF ANY OTHER WARRANTY, AND MONTEFIORE HEREBY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRANSFERRED EQUIPMENT OR INSTALLED RESOURCES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF NON-INFRINGEMENT. MONTEFIORE DOES NOT WARRANT THAT THE OPERATION OF THE TRANSFERRED EQUIPMENT, THE INSTALLED RESOURCES OR THE CLG SITE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. FOR AVOIDANCE OF DOUBT, EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN THIS CONTRACT, STREAMLINE ACKNOWLEDGES THAT THE TRANSFERRED EQUIPMENT, THE INSTALLED RESOURCES AND THE CLG SITE MATERIALS ARE PROVIDED "AS IS."

2.4 Assignment of Existing Customer Agreement.

(a) Montefiore agrees to require its Affiliate, EHIT, to execute the form of assignment attached to this Contract as Exhibit E and to assign, transfer and convey to Streamline, effective as of the Effective Date, all of EHIT's right, title and interest in and to the Existing Customer Agreement, including all claims existing thereunder but unasserted as of the Effective Date and all claims arising thereunder from and after the Effective Date.

(b) Montefiore will provide such assistance as Streamline may reasonably request, without additional charge, as Streamline reasonably deems necessary or appropriate to transition administration of the Existing Customer Agreement to Streamline, including, without limitation, by causing EHIT to provide such assistance, as necessary, and by providing notice (or causing EHIT to provide such notice) to or obtaining consent from the relevant third-party licensors as may be required by the Existing Customer Agreement. Nothing in this Section 2.4(b) shall be deemed to obligate Montefiore to incur any out-of-pocket costs or to provide technical assistance or personnel to Streamline in connection with the transition of the Existing Customer Agreement.

2.5. EHIT Personnel. Montefiore acknowledges that Streamline may desire to engage the services of one (1) or more of Montefiore's or Montefiore's Affiliate's current personnel who are or have been involved in the development, commercialization or support of the Licensed Software. Accordingly, Streamline shall have the right, but not the obligation, to solicit any personnel listed on Schedule 2.5 for employment or engagement in connection with Streamline's exploitation of the Licensed Software as contemplated in this Contract. Montefiore represents and warrants that such personnel are the only current personnel of Montefiore and its Affiliates who have been substantially engaged in the development, commercialization and support of the Licensed Software. With respect to those personnel who agree to be interviewed by or who subsequently are offered and accept employment with, Streamline, Montefiore agrees to provide a limited release each of such personnel from any and all obligations, arising pursuant to any employment contract or corporate policy that would prevent, restrict, or limit any such personnel's right or ability to seek or accept employment or engagement with Streamline and/or any Streamline Affiliate, or that would prevent, restrict, or limit any such personnel's right or ability to provide information or assistance as reasonably required by Streamline, but, with respect to their provision of information, the scope of such release shall be limited solely to information (i) relating to the Licensed Software, the Software Documentation, the Third Party Resources, or the Assumed Contracts, and (ii) which Montefiore is not prohibited from disclosing either by law or by contract with any third party (the "*Released Claims*"). Subject to the foregoing limitations, Montefiore hereby waives, discharges and releases Streamline, Streamline's Affiliates, and any personnel of Montefiore or a Montefiore Affiliate hired or engaged by either Streamline or any Streamline Affiliate from the Released Claims and from any breach of non-competition obligations, to the extent arising in connection with Streamline's or its Affiliate's hiring or engagement of such personnel. Montefiore agrees to execute such further documents or agreements as reasonably requested by Streamline to evidence or give effect to this paragraph, and Montefiore shall cause its Affiliates, including, without limitation, EHIT, to provide releases with respect to their personnel of equal scope to the releases required by this paragraph. Streamline acknowledges and warrants that any member of Montefiore's personnel whom it seeks to engage in accordance with the foregoing paragraph will be offered employment or engagement as soon as practicable after the Effective Date. Streamline also warrants that the agreements memorializing such employment relationships will be executed as of, and the individuals who enter into such agreements shall be considered employees, consultants or contractors of Streamline as of, November 1, 2013.

2.6 Transition Services. The Parties acknowledge that they may desire from time to time to establish arrangements whereby one Party would provide certain services to the other Party pursuant to one or more Statements of Work (as defined below), including, by way of example, services by Streamline to Montefiore to assist with its continued use of the Licensed Software during a defined period of time following the transfer of the Licensed Software and associated personnel to Streamline as contemplated herein. As the first of such arrangements, the parties shall execute and deliver on

the Effective Date a Statement of Work (as defined below), substantially in the form attached hereto as Exhibit G, pursuant to which Montefiore's Affiliate, Emerging Health Information Technology, LLC, will provide certain hosting services for Streamline's development environment used in connection with the Licensed Software. For purposes of the foregoing, the term "Statement of Work" shall mean a separate, mutually signed document that unambiguously identifies this Contract and expressly states that the parties intend for it to be considered a Statement of Work under this Contract, and that (i) identifies the duties that each Party agrees to perform and, if applicable, the time period during which those duties are to be performed and/or completed; (ii) identifies any deliverables to be provided by either Party, if applicable; (iii) states any payments to be made by either Party and any other applicable economic terms; and (iv) includes any additional terms or conditions that the Parties desire to include related to the rights and duties of the parties under that Statement of Work. No Statement of Work will be binding unless and until mutually executed by the Parties. Each Statement of Work shall be considered an integral part of this Contract as if fully incorporated and set forth herein. In the event of a conflict between the terms of this Contract and the terms of any Statement of Work, the terms of this Contract will govern unless the Statement of Work expressly identifies a provision of this Contract and expressly states the Parties' desire that the Statement of Work should supersede that provision for purposes of the Statement of Work.

2.7 Non-solicitation. During the Contract Period and for a period of twelve (12) months thereafter, Streamline shall not, whether directly or indirectly through third parties, solicit, recruit or induce any employee, consultant or representative of Montefiore or its Affiliates (other than the Transferred Employees of EHIT) to leave, terminate or otherwise end his/her association with Montefiore or its Affiliates in order to become an employee, agent, consultant or representative of Streamline or its Affiliates. Notwithstanding the immediately preceding sentence, (i) nothing in this paragraph shall limit Streamline's right or ability to hire or engage any person whom Streamline has not directly solicited to apply for a position but who has responded to general solicitations for employment, such as newspaper advertisements; and (ii) Streamline may freely solicit and employ any of Montefiore's or its Affiliates' personnel after such personnel voluntarily leave the employment of such employer or are terminated by such employer.

2.8 Management Briefing. For the first six (6) months of the Contract Period, on a monthly basis, one or more members of Streamline's management shall, telephonically or in-person, provide a briefing to Montefiore's management designee to describe Streamline's efforts to commercialize the Licensed Software ("*Briefing*"). Thereafter, Montefiore shall receive Briefings at quarterly intervals upon request. Any disclosure under this Section shall remain subject to the confidentiality restrictions set forth in Section 5 below.

3. COMMERCIALIZATION AND DISTRIBUTION

3.1 Attribution and Branding Rights; Assignment of CLG Brand Rights.

(a) As between the Parties and subject to the terms of this Section 3.1, Streamline shall have the right to determine the branding of any and all Covered Offerings. Montefiore agrees that Streamline may display Streamline's or its designees' brand(s) upon and within the Licensed Software and Software Documentation, and may represent to third parties and the general public that Covered Offerings are proprietary to Streamline or its designees (e.g., Streamline's resellers and other business partners), and Streamline's licensors.

(b) Montefiore hereby irrevocably assigns to Streamline all right, title and interest in and to the CLG Brand, including any and all registrations for trademark rights and service mark rights that

Montefiore or any Montefiore Affiliate may own or hold in the CLG Brand. Montefiore acknowledges that, from and after the Effective Date, subject to the terms and conditions of this Contract, Streamline shall have the right to use the CLG Brand without restriction, including, by way of example, the rights to modify the CLG Brand in Streamline's discretion, to make combination marks and derivatives of the CLG Brand and the right to use the CLG Brand in association with any and all Covered Offerings and Independent Offerings. Streamline may register its rights to the CLG Brand in any jurisdiction, and Montefiore agrees to provide such assistance as Streamline reasonably requests in order to evidence or to give effect to the rights assigned in this paragraph, provided that Streamline shall reimburse Montefiore for its reasonable out-of-pocket expenses incurred to provide such assistance.

(c) Streamline agrees to include a notice, either within applicable end user documentation, within Streamline's primary corporate website, or within the Licensed Software itself (e.g., within the acknowledgements stated in an "About" menu or similar) indicating that the relevant Covered Offering includes software that was originally developed by Montefiore. Placement of such notice shall be determined by Streamline in its reasonable discretion.

(d) The Parties acknowledge that, as of the Effective Date, certain trademarks and/or service marks that are identified in Exhibit D as the "Other CLG Marks" are intent to use applications for trademarks and/or service marks for which Montefiore and/or Montefiore's Affiliates have not filed statements of use. Notwithstanding, the fact that the Parties acknowledge Streamline qualifies as a successor in interest to the CLG business for purposes of assigning legal title in the Other CLG Marks under applicable trademark law, Montefiore and/or its Affiliates have agreed to license the Other CLG Marks to Streamline until such time as statements of use can be filed and then assign title to Streamline. Accordingly, Montefiore hereby grants to Streamline an exclusive license under all rights that Montefiore and/or its Affiliates have or may have with respect to the Other CLG Marks, including any and all trademark rights, all rights in any trademark registrations related to the Other CLG Marks, and all rights to apply for registration of such Other CLG Marks in any jurisdiction worldwide. Montefiore further agrees to assign to Streamline all right, title and interest in and to the Other CLG Marks promptly upon the occurrence of any circumstance giving Montefiore the legal right and ability to make such assignment. Montefiore hereby appoints Streamline as its agent and attorney-in-fact, which appointment is coupled with an interest, to act on Montefiore's behalf to file and execute any application, statement of use, registration or other document as necessary to establish and/or perfect any proprietary rights in the Other CLG Marks in any jurisdiction, and to act on Montefiore's behalf to execute and effect the assignment of all such rights to Streamline. Montefiore agrees to provide such assistance as Streamline deems necessary or desirable to accomplish such filings and/or assignments, including, without limitation, by executing such additional documents as Streamline reasonably requests for such purposes.

3.2 Distribution Pricing. As between the Parties, Streamline shall have sole discretion to establish price schedules and business models applicable to distribution of Covered Offerings to customers, provided that, notwithstanding such price schedules or business models, Streamline agrees to pay to Montefiore all applicable fees and royalties with respect to distribution of Covered Offerings required by Section 4 (Economic Terms of Contract). Notwithstanding the foregoing, to the extent that Streamline sells, licenses or otherwise provides Covered Offerings in combination with other products and services that do not constitute Covered Offerings ("*Bundled Offerings*"), Streamline agrees that, for purposes of calculating Net Attributable Revenues, it shall allocate the gross revenues received for Bundled Offerings in a manner that reasonably and fairly accounts for the value that the Covered Offering contributes to the Bundled Offering as a whole.

3.3 Sublicensing of Covered Offerings.

(a) Streamline will be permitted to grant to any third party a sublicense under rights granted in Section 2 (Grant of Rights and Asset Acquisitions), including, without limitation, customers and channel partners, provided that any such license shall be granted subject to a formal written agreement which (i) shall not purport to make any binding representations, warranties or other obligations on Montefiore's behalf; (ii) shall not exceed in any respect the licenses granted by Montefiore to Streamline hereunder and shall refrain from purporting to transfer title in any Intellectual Property Rights that are embodied in the Licensed Software and Software Documentation as provided under this Contract; (iii) shall comply with applicable law; (iv) shall exercise commercially reasonable efforts (1) to limit Montefiore's liability, in a manner consistent with the manner that Streamline limits its own liability, for direct damages and (2) disclaim all liability with respect to indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, loss of profits); and (v) shall otherwise remain consistent with the terms and conditions of this Contract. For purposes of this Contract, an agreement between Streamline and a third party that complies with this paragraph shall be considered a "*Qualified Sublicense*."

(b) Montefiore acknowledges and agrees that Streamline shall have the right to appoint resellers or distributors of Covered Offerings, and Streamline may grant sublicenses to any or all such third parties under each of the licenses granted by the provisions of Section 2 (Grant of Rights and Asset Acquisitions), provided that such sublicenses are, in each case, granted pursuant to a Qualified Sublicense, and provided further that, to the extent the acts and omissions of such resellers and distributors would constitute a breach of this Contract if Streamline itself were to undertake such acts or omissions, Streamline shall remain liable for such acts and omissions to the same extent Streamline would otherwise be liable under this Contract.

(c) Streamline shall have the right (i) to place source code of the Licensed Software into escrow for the benefit of third-parties licensing Covered Offerings, which escrow shall be pursuant to escrow agreements with reputable providers (e.g., Iron Mountain) of source code escrow services; and (ii) to permit release of such source code to the relevant third-party licensees who are the designated beneficiaries of such escrow accounts, consistent with standard industry release conditions.

3.4 Enforcement of Intellectual Property Rights Against Third Parties.

(a) Streamline shall have the right, at its sole expense, to enforce the Licensed Rights, and Montefiore hereby irrevocably assigns to Streamline the right to enforce the Licensed Rights during and after the Contract Period, with respect to all claims arising under the Licensed Rights prior to, during and after the Contract Period. In the event that Streamline elects to bring any action to enforce the Licensed Rights, Montefiore agrees to provide such assistance as Streamline reasonably requests, at Streamline's expense, and Streamline shall have the right to retain any monies recovered from the relevant third party as a result of such enforcement action, provided that such amounts recovered, less all actual costs and expenses incurred by Streamline in connection with such enforcement action, shall be considered Net Attributable Revenues. Notwithstanding anything contained herein to the contrary, Montefiore may participate at its own expense in such enforcement of the Licensed Rights or negotiations to protect its interests.

(b) Montefiore acknowledges and agrees that Streamline shall have no obligation to pursue enforcement of any particular claim arising under the Licensed Rights. In the event that Montefiore desires that Streamline enforce the Licensed Rights against a third party, Montefiore shall provide written notice to Streamline, setting forth in reasonable detail the basis for such desired enforcement action. In the event that Streamline does not, within two (2) calendar months following its receipt of such notice, provide written notice to Montefiore asserting Streamline's intent to pursue such enforcement action, Streamline agrees to assign to Montefiore, and does hereby assign to Montefiore, all of Streamline's rights and interest in that particular claim, in which event (i) Montefiore may pursue and direct such enforcement action at its own expense, provided that Montefiore may not settle such claim in any manner that grants or purports to grant any license in conflict with the rights granted under this Contract, (ii) Streamline shall provide such assistance as Montefiore reasonably requests, at Montefiore's expense, and (iii) Montefiore shall have the right to retain any monies recovered from the relevant third party as a result of such enforcement action, provided that such amounts recovered, less all costs and expenses incurred by Montefiore in connection with such enforcement action, shall be shared between the Parties in the same proportions as if the same had been received by Streamline as Net Attributable Revenues, and Montefiore shall remit that portion of such recovered monies that remain after first retaining the royalty to which it would otherwise be due under this Contract. In the event that Streamline does provide written notice, within the above-referenced 2-month period, asserting its intent to pursue the relevant enforcement action, Streamline agrees to pursue such enforcement diligently and in good faith.

(c) During the Contract Period, Montefiore agrees that it shall either (i) pay (at least ninety (90) calendar dates prior to the applicable deadline) all renewal fees, extension fees, or similar charges (collectively, "*Renewal Fees*") to all applicable governmental agencies, including, without limitation, the U.S. Patent and Trademark Office, as are necessary to cause the patents identified Exhibit D (and any patents issuing on any patent applications identified in Exhibit D) (the "*Patents*") to remain in force and effect for the maximum duration allowed by applicable law; or (ii) notify Streamline of its intent not to pay any particular Renewal Fees at least ninety (90) calendar days prior to the date after which the failure to pay such amount would jeopardize Streamline's ability to enforce or renew the applicable Patent(s), in which even Streamline shall have the right, at its option, to pay the applicable Renewal Fees. In the event that Montefiore has failed either to pay the applicable Renewal Fees or timely notify Streamline as required above, Streamline shall have the unilateral right to pay such Renewal Fees at its election. Streamline shall have the right to deduct all such amounts paid as Renewal Fees from amounts subsequently becoming due and payable under this Contract.

4. ECONOMIC TERMS OF CONTRACT.

4.1 Fees Payable; Report; Auditing.

(a) In consideration for the rights granted and the promises made by Montefiore under this Contract, Streamline agrees to pay to Montefiore the royalties stated in Exhibit B at such times as Exhibit B requires.

(b) To assist Montefiore in confirming the accuracy of payments made by Streamline as required by this Contract, Streamline agrees to accompany each payment contemplated by Exhibit B with a written report, setting forth in reasonable detail such information as is necessary to confirm the accuracy of Streamline's payment calculations.

(c) Streamline agrees to keep accurate written records on paper or in electronic format with detail sufficient to enable later confirmation that all payments under this Contract have been accurately calculated and that Streamline has performed its material obligations hereunder in compliance with the terms of this Contract. Streamline agrees to keep those records in a manner that is consistent with generally accepted accounting principles in the United States, and will retain all such records for at least five (5) years following the period to which they relate. Streamline agrees to permit Montefiore and its agents to review those records at Streamline's premises upon request at any time prior to the third anniversary of this Contract's termination or expiration, and Montefiore agrees to treat those records as Streamline's Proprietary Information. During the term of the Contract and for a period of at least three (3) years thereafter (such period, the "*Audit Period*"), Montefiore or its designees shall be provided reasonable access to such Streamline records for audit purposes. Streamline shall provide Montefiore or its designees with reasonable cooperation and assistance in connection with any such audit, and shall make available, upon reasonable request, personnel and access to facilities. If an audit conducted hereunder reveals any payments due or owing to Montefiore in accordance with the terms of Exhibit B, Streamline shall promptly remit payment to Montefiore in an amount that covers such discrepancies and, if the underpayment exceeds five percent (5%) of amounts payable during the period to which the audit relates, Streamline shall, within thirty (30) days after receiving an invoice therefor, reimburse Montefiore for all reasonable fees and expenses incurred to conduct the audit.

(d) In the event that Montefiore has not received Ongoing Royalty Fees under Section B.3 of Exhibit B that equal or exceed the sum of Three Million Dollars ($3,000,000) prior to May 1, 2020, Streamline agrees to pay to Montefiore the sum of Three Million Dollars ($3,000,000), less any amounts having been paid under Section B.3 of Exhibit B prior to such date. The payment provided for in this paragraph shall be made by Streamline no later than June 1, 2020. Any payments made by Streamline pursuant to this paragraph shall be credited against any amounts that subsequently come due under Section B.3 of Exhibit B.

4.2 Tax Responsibilities. Streamline acknowledges that any sales taxes, use taxes, value-added taxes, import or export duties, tariffs, or similar charges imposed upon the transactions that are subject to this Contract are payable in addition to all royalties, license fees and other amounts that this Contract expressly requires Streamline to pay. Streamline agrees to pay all those charges directly to the applicable taxing authorities, or, if at any time Montefiore is required by law to collect those charges from Streamline, Streamline will pay them directly to Montefiore within thirty (30) days after Montefiore issues an applicable invoice. Streamline agrees not to withhold any amounts from its payments to Montefiore for purposes of paying taxes, unless Streamline is required to do so by applicable law. Each Party agrees to obtain and keep receipts from applicable taxing authorities if it pays any taxes that may be imposed on transactions subject to this Contract, and it will promptly provide copies of those receipts to the other Party upon request. Neither Party has any responsibility for paying any portion of income taxes imposed on the other Party.

4.3 Expenses. Except as otherwise expressly provided in this Contract, and unless the Parties expressly agree via a mutually signed writing that a different rule should apply in a particular instance, each Party agrees to bear its own expenses when exercising its rights and performing its duties under this Contract.

5. CONFIDENTIALITY.

5.1 Basic duties regarding Proprietary Information.

(a) With regard to information that one Party discloses to the other, the disclosing Party is the "*Owner*," and with regard to information it receives from the other, it is the "*Recipient*." The Recipient agrees not to disclose or permit access to the Owner's Proprietary Information (as defined below), except to the Recipient's employees and agents who are informed of the confidential nature of the Proprietary Information and who have agreed in writing or who are otherwise legally bound to treat the Owner's Proprietary Information in a manner consistent with Recipient's duties under this Contract. The Recipient will not use the Owner's Proprietary Information except (i) as necessary to perform the Recipient's duties under this Contract; and (ii) in any other manner that this Contract expressly authorizes. Even after termination or expiration of this Contract, the Recipient will continue to treat Proprietary Information received from the other Party in accordance with this Contract, for so long as the information fits the definition of "*Proprietary Information*," or until use and disclosure of the information would no longer be restricted even if this Contract remained in full force.

(b) The Recipient's duties under this Section will apply only to (i) information which is marked to clearly identify it as the Owner's Proprietary Information, or, if disclosed orally, which is identified as Proprietary Information both at the time of disclosure and again in a writing delivered by the Owner within a reasonable time; (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Contract; and (iii) information which the Contract expressly requires to be treated a Proprietary Information.

(c) Montefiore represents that to its knowledge the source code of the Licensed Software has not been published or disclosed to any third party, other than EHIT, prior to or as of the Effective Date, except as disclosed in the published patents listed in Exhibit D. For avoidance of doubt, Montefiore will refrain and shall cause its Affiliates to refrain from disclosing the source code of the Licensed Software to any third party, in whole or in part, except with Streamline's prior written consent or as otherwise required by law.

(d) The Parties agree that the detailed terms of this Contract will be considered Proprietary Information of both Parties.

5.2 Exceptions to Confidentiality Obligations. Even if some information would be considered Proprietary Information according to the definition in this Contract, the Recipient will have no duties regarding that information, subject to Section 2.1(d), if (i) the Recipient develops the same information without any use of or reference to the information obtained from the Owner; (ii) the Recipient rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Recipient has no knowledge that the third party's provision of that information is wrongful; or (iii) the information is made available to the general public without any violation of this Contract by the Recipient.

5.3 Compliance with Legal Duties. The Recipient will not be in breach of this Contract by delivering some or all of the Owner's Proprietary Information to a court, to law enforcement officials, and/or to governmental agencies, provided that it uses commercially reasonable efforts to limit the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Owner. Unless prevented by law, the Recipient agrees to notify the Owner as far in advance as reasonably possible before the Recipient delivers the Owner's Proprietary Information to any of those third parties. If requested by the Owner, and if permitted by law, the Recipient will cooperate with the Owner, at the Owner's

expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment by the applicable court, law enforcement officials and/or governmental agencies.

5.4 Attorneys and Accountants. The Recipient may permit its attorneys and accountants to view the Owner's Proprietary Information, provided that they are under legal and/or professional duties to maintain the information's confidentiality, and only for purposes of advising the Recipient regarding its legal rights and duties.

5.5 Due Diligence. In the event that the Recipient is required to make information available to potential acquirors or investors to enable them to conduct due diligence, the Recipient may permit access to the Owner's Proprietary Information only if the third party conducting due diligence agrees in writing to treat the information in a manner consistent in all material respects with Recipient's duties under this Contract.

5.6 Enforcement. The Parties acknowledge that a breach of a Party's obligations under this Section 5 may cause irreparable harm to the other Party, for which monetary damages may be an inadequate remedy. Accordingly, each Party shall have the right to seek equitable remedies, including injunction, in any court of competent jurisdiction to stop or prevent a breach or threatened breach of this Section 5, without the necessity of posting a bond therefor.

6. ALLOCATIONS OF RISK.

6.1 Mutual Representations and Warranties.

(a) Each of the Parties represents and warrants to the other, and for the benefit of the other Party only, that (i) it is properly chartered under applicable law or is a properly organized entity in good standing in the jurisdiction where it is formed; (ii) it has the corporate power to enter and perform this Contract under applicable law and under its charter or articles of incorporation, bylaws and/or other governance documents; (iii) it has obtained any consent it requires from its management, its board of directors, equity holders and any third parties to the extent consent is necessary to authorize it to enter and perform this Contract; (iv) its obligations under this Contract shall constitute valid and binding obligations enforceable against it; and (v) it has had adequate opportunity to review and negotiate the terms of this Contract and to seek the advice of counsel about its rights and duties under this Contract.

(b) Each of the Parties warrants to the other, and for the benefit of the other Party only, that full performance of its duties under this Contract will not conflict with its performance under any other legally binding agreement.

6.2 Performance Warranties.

(a) For six (6) months following the Effective Date (the "*Warranty Period*"), Streamline shall have the opportunity to test and assess the Licensed Software and determine whether it materially complies with the Software Documentation. In the event that the Licensed Software materially fails to conform to the Software Documentation or contains a material bug (each such occurrence, an "Issue"), then the royalties payable to Montefiore hereunder shall be offset by the actual costs incurred by Streamline to fix each Issue incurred in the twelve (12) months following discovery of such Issue(s) within the Warranty Period, subject to an aggregate maximum cap of $108,000.

(b) Montefiore represents and warrants that it has the right to grant and convey the rights that are granted and conveyed to Streamline in this Contract. Montefiore warrants that Streamline's

exercise of the rights granted in this Contract and Streamline's use of the Transferred Materials as contemplated in this Contract will not infringe, violate or misappropriate the Intellectual Property Rights or other proprietary rights in the United States, Canada or Mexico of any third party, provided that this representation and warranty shall not apply to modified versions of the Transferred Materials, if the relevant infringement, violation or misappropriation would have been avoided absent the modification. Montefiore represents that there are no suits or other legal actions pending, or, to Montefiore's knowledge, threatened against Montefiore or its Affiliates alleging infringement, violation or misappropriation of any Intellectual Property Rights related to any Transferred Materials.

(c) Montefiore represents and warrants to its knowledge (i) that the Licensed Software is not subject to any license or agreement requiring, as a condition of its integration and/or distribution, that any software into which it is integrated and/or with which it is distributed must be distributed in the form of source code and/or without charge; and (ii) that Streamline's exercise of the licenses granted under this Contract, including distribution of the Licensed Software, will not impose or purport to impose upon Streamline or any third party any duty to distribute any software whatsoever in source code form and/or without charge.

(d) Montefiore represents and warrants that (i) immediately prior to delivery of the Licensed Software and any other computer files delivered under this Contract, it will have scanned all such Licensed Software and other files using up-to-date, industry-standard anti-virus software, and (ii) at the time of delivery to Streamline, the Licensed Software and all such computer files will not, to Montefiore's knowledge after performing such anti-virus scan, contain any computer viruses or any code designed to disable or damage either the Licensed Software or any other software, data or computer systems whatsoever. Montefiore also represents and warrants that, the Licensed Software as delivered does not and will not contain any functionality (i) that requires remote activation, either initially or periodically, using software "keys," hardware dongles, or other mechanisms; (ii) that requires any communications with remote servers for purposes of verifying or auditing Streamlines' or its customers' use of the Licensed Software; (iii) that, with the passage of time, will disable further use of the Licensed Software or require removal or reinstallation thereof; or (iv) that enables Montefiore or any third party to remotely disable the Licensed Software, for purposes of "self-help" or otherwise.

(e) Subject to the disclosures on Exhibit C to this Contract, Montefiore represents and warrants that the U.S. Governments neither holds nor claims any title, license or other right whatsoever in or to the Licensed Software.

(f) Montefiore represents and warrants that, from and after the Effective Date, no Affiliate of Montefiore holds or claims any title, license or other right whatsoever in or to the Licensed Software other than the licenses granted back to Montefiore and its Affiliates as set forth in any separate mutually executed agreement by and between Montefiore and Streamline pursuant to which such rights may be granted.

(g) Montefiore represents and warrants that no Contributor holds, has asserted or claims any title, license or other right whatsoever in or to the Licensed Software. Montefiore represents that each and every Contributor contributed to the Licensed Software as an employee of Montefiore and has executed an enforceable written agreement pursuant to which he or she has irrevocably assigned to Montefiore any and all Intellectual Property Rights or other interests whatsoever that he or she may hold with respect to the Licensed Software and Software Documentation.

(h) Montefiore represents and warrants that neither Montefiore nor any of its Affiliates has granted any rights to any third party inconsistent with the rights granted in this Contract. Without limiting the foregoing, except pursuant to the Existing Customer Agreement, Montefiore represents and warrants that neither Montefiore nor any of its Affiliates has granted any license whatsoever in or to the Licensed Software.

(i) STREAMLINE ACKNOWLEDGES AND AGREES THAT THE REPRESENTATIONS AND WARRANTIES PROVIDED BY MONTEFIORE WITH RESPECT TO THE LICENSED SOFTWARE AND THE SOFTWARE DOCUMENTATION ARE IN LIEU OF ANY OTHER WARRANTY, AND MONTEFIORE HEREBY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE OR THE SOFTWARE DOCUMENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF NON-INFRINGEMENT. MONTEFIORE DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. FOR AVOIDANCE OF DOUBT, EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN THIS CONTRACT, STREAMLINE ACKNOWLEDGES THAT THE LICENSED SOFTWARE IS PROVIDED “AS IS.”

6.3 Representations and Warranties Regarding Assumed Contracts.

(a) Montefiore represents and warrants that except as otherwise disclosed on Exhibit C to this Contract, (i) each of the Assumed Contracts identified on Exhibit C is in full force and effect; (ii) it has the right to assign, transfer and convey to Streamline all Assumed Contracts; (iii) no consents are required from any third party in order to effect such assignments, other than such consents as have been obtained by Montefiore; (iv) such assignments shall not constitute a conflict with or breach under any Assumed Contracts; (v) the assignment of all such agreements shall be legally effective as of the Effective Date; and (vi) such assignment shall not give rise to any claim of liability or right of termination by the counter-party under any Assumed Contracts, nor give rise to any acceleration or modification of the obligations being assumed by Streamline under such Assumed Contracts.

(b) Montefiore represents and warrants that (i) it has not breached its material obligations under any Assumed Contracts; (ii) to its knowledge, the counter-parties under each of the Assumed Contracts are not in material breach of such obligations under such agreements; (iii) no third party has asserted or, to its knowledge, threatened any claim under any Assumed Contracts; and (iv) except as stated in Exhibit C, there are no affirmative performance duties, including, by way of example, payment obligations, reporting obligations, or delivery obligations, that would be obligations upon Streamline following assumption of the Assumed Contract and that shall come due within ninety (90) days following the Effective Date.

6.4 Other Representations and Warranties and Covenants.

(a) No approval, consent, or authorization of any governmental agency or regulatory authority, nor any filing or registration with any such governmental agency or regulatory authority, is required by either Party for the execution and performance of this Contract.

(b) Montefiore represents and warrants that it has paid any and all taxes and related charges that are or will become due in connection with its execution and entry into, and/or any transactions contemplated by or performed prior to the Effective Date under, the Assumed Contracts.

(c) Streamline represents, warrants and covenants that it shall not violate any applicable law, rule or regulation or any contracts with third parties in the development, marketing, sale, licensing and distribution of the Covered Offerings and the exercise of the Licensed Rights.

(d) With respect to its performance and exercise of rights under each of the Assumed Contracts, Montefiore represents that it, its Affiliates, and their respective employees and agents have complied at all times with all applicable laws and regulations, including, without limitation, all laws and regulations regarding privacy, data breach and treatment of personally identifiable information.

(e) Streamline represents, warrants and covenants that it shall not impose or subject the Licensed Software and Software Documentation and any licenses granted to Streamline under this Contract, to any liens, security interests or other encumbrances without the prior written consent of Montefiore.

(f) Streamline represents, warrants and covenants that there is no pending, or to its knowledge, threatened, litigation, arbitrated matter or other dispute to which it is a party that would reasonably be expected to have an adverse effect on its ability to fulfill its obligations under this Contract.

(g) Streamline represents, warrants and covenants that throughout the Contract Period it shall use commercially reasonable efforts to develop the Licensed Software into Covered Offerings and to commercialize, sell, market and distribute Covered Offerings in the marketplace which meet or exceed standards consistent with the standards of Licensed Software as it exists on the Effective Date.

6.5 Affiliate Compliance. Montefiore covenants that it shall cause its Affiliates to comply with this Contract in full, and Montefiore shall be responsible for the acts and omissions of its Affiliates to the same extent as if such acts or omissions were those of Montefiore's agents acting on its behalf. Without limiting the general applicability of the foregoing, Montefiore shall cause each Affiliate to carry out such actions as are necessary to give full force and effect to this Contract, including, as necessary, (i) assignment of any rights or interests that any such Affiliate may have with respect to any Assumed Contract, and (ii) the granting of any licenses under the Licensed Rights or other rights as are necessary to vest in Streamline the exclusive rights granted to Streamline in this Contract. Montefiore represents and warrants that its representations and warranties under this Contract are made on its own behalf and on behalf of its Affiliates, to the full extent as if such representations and warranties were made by such Affiliates themselves directly for the benefit of Streamline, and Montefiore agrees that any act or omission by Montefiore's Affiliate which, if undertaken by Montefiore, would constitute a breach of any representation, warranty, or covenant under this Contract, shall be construed as a breach by Montefiore itself.

6.6 Indemnities.

(a) If Streamline notifies Montefiore that a third party has threatened or instituted against Streamline, its Affiliate(s), and/or their respective officers, directors, employees, agents or customers (each a "*Streamline Indemnitee*") a legal action, seeking monetary damages or seeking injunctive relief to interfere with Streamline's continued exercise of rights granted by this Contract, and if that legal action alleges facts that, if true, would constitute a breach of Montefiore's representations and/or warranties under this Contract, upon Streamline's request, Montefiore agrees to assume the defense of such claim at its own expense and will pay on Streamline's behalf any monetary awards that a court of final jurisdiction orders Streamline to pay based on those claims or amounts that Montefiore agrees to be paid in settlement of such claim. As a condition of Montefiore's obligations under this Section 6.6, Streamline must (i) promptly notify Montefiore when it becomes aware of a relevant claim or allegation by a third party; (ii) authorize Montefiore, in a signed writing, to

conduct the defense and settlement of the third party's claim, without interference; and (iii) to give to Montefiore all the information and assistance that Montefiore may reasonably request in connection with defending or settling the claim, provided that Montefiore reimburses Streamline's actual and reasonable out-of-pocket expenses incurred by providing that information and assistance. Montefiore agrees not to settle such a third-party claim unless the settlement fully releases the Streamline Indemnitees, without imposing future duties on any Streamline Indemnitee or admitting any liability on any Streamline Indemnitee's behalf, or unless the applicable Streamline Indemnitee provides a signed, written consent to the settlement in advance. Montefiore will permit counsel appointed by Streamline, at Streamline's expense, to consult and assist in Montefiore's defense and settlement of any such third-party claim for which Montefiore is providing defense. If any Streamline Indemnitee's continued use of the Licensed Software is enjoined as a result of such a claim, Montefiore will exercise reasonable efforts, at its expense, to procure appropriate licenses from third parties as required to enable such Streamline Indemnitee's continued use in accordance with this Contract.

(c) Montefiore will not have any responsibility or liability under this Contract in connection with claims made by third parties to the extent they are directed at (i) modifications of the Licensed Software or Software Documentation not made by Montefiore or a Montefiore Affiliate or their agents or contractors; (ii) combination of any materials (including the Licensed Software and Software Documentation) provided by Montefiore with materials not provided by Montefiore under this Contract; (iii) use of the Licensed Software other than in accordance with the Software Documentation and this Contract; (iv) acts or omissions by Streamline or its resellers or distributors in the conduct of its or their business in relation to any Covered Offering, except as expressly authorized by this Agreement; and/or (v) claims arising under any Assumed Contract from or after the Effective Date, other than by virtue of a breach of representations or warranties made by Montefiore or made on behalf of Montefiore's Affiliate(s) hereunder.

(d) In the event that any third party threatens or institutes against Montefiore, its Affiliate(s), and/or their respective officers, directors, employees, agents or customers (each a "*Montefiore Indemnitee*") a legal action alleging (i) losses or damages in connection with such third party's Qualified Sublicense or (ii) facts that, if true, would constitute a breach of Streamline's representations and/or warranties under this Contract, Streamline agrees to assume the defense of such claim at its own expense and will pay on Montefiore's behalf any monetary awards that a court of final jurisdiction orders a Montefiore Indemnitee to pay based on those claims or amounts that Streamline agrees to be paid in settlement of such claim. As a condition of Streamline's obligations in this Section 6.6, Montefiore must (i) promptly notify Streamline when it becomes aware of a relevant claim or allegation by a third party; (ii) authorize Streamline, in a signed writing, to conduct the defense and settlement of the third party's claim, without interference; and (iii) give to Streamline all the information and assistance that Streamline may reasonably request in connection with defending or settling the claim, provided that Streamline reimburses Montefiore's actual and reasonable out-of-pocket expenses incurred by providing that information and assistance. Streamline agrees not to settle such a third-party claim unless the settlement fully releases Montefiore, without imposing future duties on Montefiore or admitting any liability on Montefiore's behalf, or unless Montefiore provides a signed, written consent to the settlement in advance. Streamline will permit counsel appointed by Montefiore, at Montefiore's expense, to consult and assist in Streamline's defense and settlement of all such third-party claims.

(e) EXCEPT IN CONNECTION WITH (i) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY), (ii) A BREACH BY

MONTEFIORE OF SECTIONS 2.1(d) OR 2.2 (EXERCISE OF RESERVED RIGHTS; GENERAL RESERVATION OF RIGHTS), WHICH SHALL BE LIMITED AS PROVIDED IN SECTION 6.6(f), (iii) A BREACH BY STREAMLINE OF SECTION 6.4(g), (iv) EACH PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR (v) AN INSTANCE OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF EITHER PARTY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) WHETHER OR NOT FORESEEABLE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(f) EXCEPT IN CONNECTION WITH (i) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY), (ii) A BREACH BY MONTEFIORE OF SECTIONS 2.1(d) AND/OR 2.2, (iii) EACH PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR (iv) AN INSTANCE OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF EITHER PARTY (COLLECTIVELY, (i), (ii), (iii) and (iv), THE "*CARVEOUTS*"), IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONNECTION WITH ANY PARTICULAR CLAIM UNDER THIS AGREEMENT FOR MONETARY DAMAGES EXCEEDING THREE MILLION DOLLARS ($3,000,000), NOR SHALL EITHER PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, OTHER THAN IN RESPECT OF THE CARVEOUTS, EXCEED, IN THE AGGREGATE, THREE MILLION DOLLARS ($3,000,000). NOTWITHSTANDING ANY OF THE FOREGOING TO THE CONTRARY, MONTEFIORE'S MAXIMUM AGGREGATE LIABILITY SHALL BE EQUAL TO AN AMOUNT FOR MONETARY DAMAGES UP TO SIX MILLION DOLLARS ($6,000,000) IN CONNECTION WITH ANY BREACH BY MONTEFIORE OF SECTIONS 2.1(d) OR 2.2 (EXERCISE OF RESERVED RIGHTS; GENERAL RESERVATION OF RIGHTS. FOR SAKE OF CLARITY, IN NO EVENT WILL STREAMLINE'S LIABILITY FOR MONETARY DAMAGES ARISING FROM ANY BREACH OF SECTION 6.4(g) EXCEED, IN AGGREGATE, THE SUM OF THREE MILLION DOLLARS ($3,000,000), LESS AMOUNTS HAVING PREVIOUSLY BEEN PAID BY STREAMLINE UNDER SECTION B.3 OF EXHIBIT B.

7. DURATION AND TERMINATION OF THIS CONTRACT.

7.1 Duration of Contract. The Parties intend for this Contract to become legally enforceable starting on the Effective Date. This Contract will remain in effect until the fifteenth (15th) anniversary of the Effective Date, or until expiration of all patents identified in Exhibit D (or patents issuing on patent applications listed in Exhibit D), whichever period is longer, unless either Party terminates the Contract in one of the situations permitting termination as described below. Following the fifteenth (15th) anniversary of the Effective Date, the parties may elect to renew this Contract in writing upon mutually agreeable terms.

7.2 Termination for Breach. Either Party may terminate this Contract immediately by providing a notice to the other Party if the other Party has failed to perform any material obligation and has not fully cured the failure within sixty (60) days after it has been given an initial notice specifying the breach. Streamline shall be deemed in material default of this Contract if it has not paid any amount owed Montefiore within thirty (30) days of the date due. Past due amounts shall bear interest at a rate of 1½% per month or the highest rate permitted by law, whichever is less. Montefiore shall also be entitled to all reasonable costs of collection, including reasonable attorneys' fees, in the event of a breach of this Agreement by Streamline.

7.3 Termination for Insolvency. Either Party may terminate this Contract immediately by providing a notice to the other Party if (i) the other Party becomes or is declared insolvent or unable to pay its debts as they become due or makes an assignment for the benefit of its creditors; (ii) the other Party files, or notifies the other Party that it intends to file, a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute; (iii) a receiver, liquidator or trustee is appointed for all or a substantial part of the other Party's assets; (v) the other Party or its equity owners or creditors takes any other action commencing such Party's dissolution or liquidation; (vi) the other Party makes an assignment for the benefit of all or substantially all of its creditors; or (vii) the other Party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

7.4 Payment Upon Streamline Change of Control. In the event of a Change of Control of Streamline prior to May 1, 2020, Streamline agrees to pay to Montefiore the sum of Three Million Dollars ($3,000,000), less any amounts having been paid under Section B.3 of Exhibit B. For avoidance of doubt, Streamline shall have no payment obligation under this paragraph in the event that either (i) prior to the occurrence of such Change of Control, Streamline has already paid Ongoing Royalty Fees under Section B.3 of Exhibit B that equal or exceed the sum of Three Million Dollars ($3,000,000), or (ii) the date of such Change of Control occurs after May 1, 2020. Any payment provided for in this paragraph shall be made by Streamline no later than thirty (30) days following the occurrence of such Change of Control. Any payment made by Streamline pursuant to this paragraph shall be credited against any amounts that subsequently come due under Section B.3 of Exhibit B.

7.5 General Consequences of Termination.

(a) Effective immediately upon termination of this Contract, all licenses granted under this Contract will become void, and neither Party will have continuing rights to use any Proprietary Information of the other Party or to exercise any Intellectual Property Rights having been licensed under this Contract, provided that Streamline shall retain a non-exclusive, royalty-free perpetual license (i) to use the Licensed Software and Software Documentation solely for purposes of providing support to such of its customers who have entered into Qualified Sublicenses during the Contract Period and/or Wind-Down Period (defined below); (ii) to modify the Licensed Software for purposes of performing maintenance, including, by way of example, correction of code errors; and (iii) to reproduce and distribute copies of the Licensed Software containing corrections and "bug fixes" to customers who have entered into Qualified Sublicenses during the Contract Period and/or Wind-Down Period.

(b) Notwithstanding the preceding Section 7.5(a), following termination of this Contract, Streamline and its resellers and distributors shall have the right, for up to 180 days following the date of expiration or termination (the "*Wind-Down Period*"), to fulfill customer orders for Covered Offerings having been received prior to the date of expiration or termination or during the Wind-Down Period, provided that any distribution remains subject to Qualified Sublicenses.

(c) Subject to Streamline's rights in the preceding Section 7.5(a) and Section 7.5(b), as soon as can reasonably be accomplished after this Contract is terminated, each Party will discontinue all other uses and will return the Proprietary Information and proprietary materials of the other Party. If a Party has payment obligations that have accrued but remain unpaid at the time of expiration or termination, the Party will make prompt payment after the expiration or termination.

(d) Notwithstanding the foregoing, Montefiore acknowledges that Streamline may from time to time during the Contract Period develop Independent Offerings. Notwithstanding the termination

or expiration of this Contract, Montefiore agrees that Streamline shall have the right to commercialize all Independent Offerings and, as between the Parties, Streamline shall have the non-exclusive right to exploit any Intellectual Property Rights that are embodied in, practiced by, or associated with such Independent Offerings, without obligation to pay royalties of any kind, and Montefiore, on its own behalf and on behalf of its Affiliates, hereby irrevocably waives, discharges and releases Streamline, its Affiliates, and their resellers, distributors, licensees, customers and end users from any and all claims in connection with the commercialization of such Independent Offerings.

(e) Notwithstanding the preceding paragraphs of this Section 7.5, in the event that the Contract Period endures until the fifteenth (15^{th}) anniversary of the Effective Date, without being terminated prior to such data (the "*Conversion Date*"), all licenses granted to Streamline under this Contract shall thereafter, by automatic operation of this Contract, become fully-paid, royalty-free, non-exclusive, perpetual and irrevocable, and the Contract Period shall thereafter continue in effect indefinitely; *provided, however*, if the License and Support Term has been renewed by Montefiore beyond such date, then the Conversion Date shall mean the date of termination of the License and Support Term. For purposes of this provision, "*License and Support Term*" shall have the meaning set forth in that certain Software License and Support Agreement, dated as of the Effective Date, between Streamline and Montefiore (as the same may be amended from time to time). For avoidance of doubt, following the Conversion Date, Streamline shall have no further payment obligations under this Contract, provided that Streamline shall nevertheless remain subject to payment obligations accrued prior to the Conversion Date.

7.6 Continuing Effect of Qualified Sublicenses.

(a) Termination of this Contract will not affect the validity of licenses granted to any third party under a Qualified Sublicense entered into prior to expiration of the Wind-Down Period, and the rights of each third party thereunder shall continue in effect in accordance with such contract's terms, even after the termination hereof. The Existing Customer Agreement and any other agreements which may be in effect by and between Streamline and/or its Affiliates, on the one hand, and Montefiore and/or its Affiliates, on the other hand, and the respective parties' rights thereunder, will not be affected by the termination of this Contract.

(b) Montefiore acknowledges that Streamline may from time to time during the Contract Period and/or Wind-Down Period determine in its good faith judgment that it is necessary or appropriate (e.g., to induce a potential customer to enter into a Qualified Sublicense) to place the source code of a Covered Offering into an escrow account for the benefit of one (1) or more licensees. Montefiore agrees that (i) Streamline shall have the right to enter into such escrow arrangements and to place such source code into an escrow account provided by a reputable third-party escrow agent, (ii) such source code may be distributed to the relevant third-party customers under the terms of such escrow arrangements and used by such third parties in accordance with Qualified Sublicenses, notwithstanding the termination of this Contract.

7.7 Continuing Force of Certain Provisions. Even if this Contract is terminated, the Parties agree to remain bound by the provisions of 2.7, 4, 5, 6, 7.5, 7.6, 7.7, 8 and 9. The rights and duties created by those provisions will not expire or terminate, but will remain in effect for so long as the provisions themselves expressly state, or, if not stated, indefinitely. Each Party will retain any claims accrued prior to termination, such as accrued rights to receive payments from the other Party.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. For purposes of any provision of this Contract requiring notice to be given or received, the Parties agree that the notices shall in every case be in writing and shall be deemed properly served if and when (a) delivered by hand, (b) return receipt or confirmation is received following transmission by facsimile, or (c) delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the Parties at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Montefiore:

Montefiore Medical Center
111 East 210 Street
Bronx, New York 10467
Attention: Chief Executive Officer

with a copy to (which shall not constitute notice):

Montefiore Medical Center
111 East 210 Street
Bronx, New York 10467
Attention: General Counsel

with a copy to (which shall not constitute notice):

Wiggin and Dana LLP
Two Stamford Plaza
281 Tresser Boulevard
Stamford, Connecticut 06901
Attention: William A. Perrone

If to Streamline:

Streamline Health, Inc.
1230 Peachtree Street NE, Suite 1000
Atlanta, Georgia 30309
Attention: Chief Executive Officer

with a copy to (which shall not constitute notice):

Womble Carlyle Sandridge & Rice LLP
8065 Leesburg Pike, Fourth Floor
Tysons Corner, Virginia 22182
Attention: John Gambaccini and/or Todd W. Harris

Date of service of such notice shall be (i) the date such notice is delivered by hand, (ii) one (1) business day following the delivery by express overnight delivery service, (iii) the date confirmation of transmission is received if sent by facsimile during any business day, or the next succeeding business day if confirmation of transmission is received on a day other than a business day, or (iv) upon actual receipt if sent by certified or registered mail.

8.2 Limitations on Assignment and Delegation. The Parties agree that neither of them will have the right or ability to assign to any third party some or all of its rights under this Contract, nor to delegate to any third party some or all of it its duties. Any document, instrument or act that claims to make such an assignment or delegation will be interpreted as wholly ineffective and will be disregarded. A Party may waive enforcement of this provision only by written agreement delivered in accordance with Section 8.1 (Notices) that expressly indicates its consent to the other Party's assignment or delegation. As exceptions to the provisions of this paragraph but subject to Section 7.4 (Payment Upon Streamline Change of Control) above, (i) either Party may, without needing to obtain consent, assign this Contract to the surviving entity of a merger to which it is a party, or it may assign this Contract as part of an assignment of substantially all of its business related to this Contract, and (ii) either Party may assign this Contract to its Affiliate, provided that in either situation contemplated by clause '(i)' or '(ii)' above, the assignee must agree in writing to assume the assignor's obligations under this Contract, and further provided that, in the event of an assignment under clause '(ii)' (i.e., assignment to a Party's Affiliate), the assignor agrees to remain secondarily liable for any liabilities of the Affiliate assignee arising under this Contract. Notwithstanding any of the foregoing to the contrary, no assignment of rights or delegation of duties under this Contract shall relieve either Party of any of its liabilities hereunder to the extent such liabilities arise prior to the effective date of such assignment or delegation.

8.3 Benefit of Contract Parties Only. The Parties intend to make commitments only to each other under this Contract, and only for their respective benefits. They do not intend to give any third party any right to enforce this Contract or any part of it except as provided in Section 6.6 (Indemnities) above.

8.4 Applicable Law. The Parties intend that the laws of the United States and of the State of New York should be used to interpret and enforce this Contract. If any instances occur when the laws of New York themselves would require the law of another jurisdiction to be applied to this Contract, the Parties do not wish the other jurisdiction's law to be applied and instead intend for New York's law to be applied even in those situations.

8.5 Dispute Resolution. To the extent any dispute arising under this Contract relates to any matter relating to an interpretation of this Contract, such dispute shall be considered in person or by telephone by the Parties' respective designees of appropriate seniority and authority within five (5) days after receipt of a notice from either Party specifying the nature of the dispute. If the Parties' respective designees cannot agree on a resolution of the dispute within ten (10) days, the dispute will be escalated to the Parties' respective senior management for resolution. If (i) either Party's designee concludes in good faith that a resolution of the matter in dispute through the process set forth above would not be likely, (ii) the date twenty (20) days after the date of the initial notice of dispute has been reached or (iii) the date thirty (30) days before the expiration of the statute of limitations governing any cause of action relating to such dispute has been reached, then either Party may pursue its rights and remedies under this Contract. This Section 8.5 shall not prohibit either Party from seeking, at any time, injunctive relief to restrain or prevent a breach or threatened breach of any provision of this Contract.

8.6 Venue for Disputes. The Parties agree that any litigation between them may only be brought in the state or federal courts located within New York, New York, and each Party consents to the jurisdiction of those courts. However, a Party may bring an action solely for purposes of seeking an injunction to stop or prevent infringement of Intellectual Property Rights or misappropriation of Proprietary Information by the other Party in any court that has jurisdiction.

8.7 Excuse from Liability for Non-Performance due to Force Majeure. If a Party is prevented from performing its duties under this Contract as a result of an event of *force majeure*, its failure to perform will not be considered a breach of this Contract, and its performance (other than payment obligations) will be excused for the duration of the force majeure. For purposes of this Contract, an event of *"force majeure"* refers to an act of god, war, natural disaster and other events beyond all reasonable control of the non-performing Party.

8.8 Entire Agreement. The Parties agree that the provisions of this Contract are the entire agreement between them regarding the matters that this Contract addresses. The Parties also agree that any prior agreements about those same matters, whether written or oral, are superseded by this Contract, and previous oral agreements about those matters do not have any legally binding force.

9. RULES FOR INTERPRETING THIS CONTRACT.

9.1 Inclusive Interpretations. The Parties agree that the following rules should be applied when interpreting the words of this Contract, unless the express words of the Contract indicate otherwise: (i) all references to one gender apply equally to both genders; (ii) definitions of nouns in the singular also apply to the plural, and vice versa; and (iii) any use of the term "including," if followed by a list, will be interpreted to mean "including, without limitation."

9.2 Section References. References to "sections," "paragraphs," "clauses" and "provisions" are references to portions of this document only, unless the reference expressly states otherwise.

9.3 Counting of Days. Whenever this Contract makes reference to a certain number of days, it is referring to calendar days, unless it specifically references "business days," in which case the counting of days will exclude Saturdays, Sundays, and all holidays when the offices of U.S. federal agencies and/or the State of New York are scheduled to be closed.

9.4 Background Information. If any background information or "recitals" are contained on the first page(s) of this document prior to the contractual provisions, the Parties intend that such information and recitals should have no legally binding effect whatsoever, nor be interpreted as representations or warranties. However, any terms that are defined in that information or those recitals will apply throughout the Contract unless the Contract contains an express statement to the contrary.

9.5 Participation in Drafting. The Parties intend that this Contract should be interpreted in all instances as if they participated equally in the drafting of all its provisions, and that no provision in this Contract should be interpreted in a manner unfavorable to a Party on the basis that it drafted the provision.

9.6 Enforceability. Even if the law will not enforce a provision of this Contract in a particular instance, the Parties intend to remain bound by the other, enforceable provisions. If the unenforceable provision could be interpreted in a manner that would render it enforceable, while still reflecting the Parties' mutual intent, they intend for that interpretation to apply. If permitted by law, the Parties also intend for the provision that cannot be enforced in that instance to remain applicable in any other instances when it can be enforced.

9.7 Contract Amendments. The Parties acknowledge that they may desire to modify this Contract in the future, but that no modifications will be legally binding unless the modifications are in a written agreement delivered in accordance with Section 8.1 (Notices). The Parties agree that this Contract cannot be modified by electronic writings, such as email, nor by affixing digital signatures of any nature to any digital file.

9.8 Waivers. Even if a Party fails to enforce its rights under this Contract in a particular instance, the other Party must still perform its duties in that instance unless the non-enforcing Party physically signs a paper that expressly waives its rights in that instance, and any such waiver only applies to the particular instance and particular rights expressly waived.

9.9 No Implications of Section Titles. The titles to each of the sections of this Contract are intended only to facilitate convenient reference; the Parties agree that those titles are not part of the Contract and should not be used to interpret any part of this Contract.

9.10 Execution of Multiple Copies. If the Parties sign multiple copies of this Contract, they intend that all of those copies will be considered original copies, but together all of those copies represent only one contract.

[Signature page follows.]

By signing below, each Party signifies its intent to be legally bound by the provisions of this Contract.

On behalf of **MONTEFIORE MEDICAL CENTER**	**On behalf of** **STREAMLINE HEALTH, INC**
By: /s/ Philip O. Ozuah *(Signature)*	**By: /s/ Robert E. Watson** *(Signature)*
Name: Philip O. Ozuah, M.D., Ph.D.	**Name: Robert. E Watson**
Title: EVP &COO	**Title: President & Chief Executive Officer**
Date: October 25, 2013	**Date: October 25, 2013**

ASSET LICENSE AND ACQUISITION CONTRACT

Exhibit A
Defined Words and Phrases

"*Affiliate*" means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party, whereby the term "control" means the right or ability to direct the management of the controlled entity, by means of equity ownership, by membership upon the entity's board or directors, by contract or otherwise.

"*Assumed Contract*" means any of the Third-Party Resource Agreements and the Existing Customer Agreement.

"*Change of Control*" means the (i) consolidation or merger of a Party with or into any entity other than a consolidation or merger in which the stockholders of such Party retains voting control of the consolidated or merged entity, (ii) sale, transfer or other disposition of all or substantially all of the assets of a Party in one transaction or a series of related transactions or (iii) acquisition by any entity, or group of entities acting in concert, of beneficial ownership (as defined in the Securities Act of 1934) or voting control of fifty percent (50%) or more of the outstanding voting securities or other ownership interests of a Party.

"*CLG Brand*" shall mean the marks and branding elements identified as such in Exhibit D.

"*CLG Site*" and "*CLG Site Materials*" have the respective meanings set forth in Section 2.3(e).

"*Contract"* refers, collectively, to the provisions contained in this document, its appendices, exhibits, and/or addenda, if any, and any other documents or provisions that are expressly incorporated by cross-reference.

"Contract Period" refers to the period during which this Contract remains in full force as described in Section 7.

"*Contributor*" means an individual person who has authored any portion of the code within the Licensed Software, or who is or at any time was, under applicable law, considered an inventor or co-inventor of any proprietary method embodied in, or practiced by, the Licensed Software, whether patentable or not, or who developed or contributed in any manner whatsoever to development or conception of algorithms, procedures, designs, or other aspects of the Licensed Software.

"*Covered Offerings*" are (i) the Licensed Software, (ii) the Software Documentation; (iii) materials incorporating all or any portion of the Licensed Software (as existing on the Effective Date) that includes its unique features or functionality and/or Software Documentation, or include any derivative works of all or any portion of the Licensed Software (as existing on the Effective Date) that includes its unique features or functionality and/or Software Documentation; and (iv) services in the nature of a "hosted" service or "software as a service," in which a customer is permitted remote access to all or any portion of the Licensed Software (as existing on the Effective Date) that includes its unique features of functionality or to all or any portion of a derivative work of any portion of the Licensed Software (as existing on the Effective Date) that includes its unique features or functionality.

"*Effective Date"* refers to the date as of which authorized representatives of both Parties have physically signed one (1) or more printed copies of this Contract. If those authorized representatives sign on different dates, the Effective Date is the date of the latter signature.

"*EHIT*" means Emerging Health Information Technology, LLC.

"*Existing Customer Agreement*" shall mean that certain contract entitled "Vendor Agreement" between Bronx RHIO, Inc. and Emerging Health Information Technology, LLC, dated June 22, 2013.

"*Initial Implementation Fees*" are fees paid in consideration for services in the nature of non-recurring installation, setup, initial configuration and implementation of a Covered Offering for a customer.

"Intellectual Property Rights" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

"*Independent Offerings*" are products and services that are not Covered Offerings.

"*Licensed Rights*" are (i) all rights under the patents listed in Exhibit D, and any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and applications in other countries; (ii) all patent applications listed in Exhibit D, and any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and applications in other countries; (iii) all Intellectual Property Rights that are embodied in, or practiced by, the Licensed Software and/or Software Documentation, including the Licensed Brand; and (iv) all other Intellectual Property Rights, whether or not patented or patentable, that are owned or controlled by Montefiore and/or any Affiliate of Montefiore and that, in the absence of a license, would by infringed by the use, reproduction, public display, public performance, modification, adaptation, translation, creation of derivative works based upon, distribution, digital transmission, manufacture, sale, offering for sale, or importation of any Covered Offering.

"*Licensed Software*" refers to the proprietary software code, in all formats existing as of the Effective Date, including source code and object code forms thereof, of the product marketed by Montefiore and/or by its Affiliates as of the Effective Date under the brand "Clinical Looking Glass," in all versions having been developed as of the Effective Date, excluding the Third-Party Resources.

"*Modifications*" shall have the meaning set forth in Section 2.2.

"*Ongoing Royalty Fees*" shall have the meaning set forth in Exhibit B.

"*Other CLG Marks*" are the marks and branding elements identified as such in Exhibit D.

"Party" refers to each of Montefiore and Streamline.

"Proprietary Information" means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. As a non-exhaustive list of examples, Proprietary Information includes information regarding a Party's

financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand. To be clear, however, information in this list of examples is only considered Proprietary Information for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party, and only for so long as the information holds value, as reasonably determined by the disclosing Party, by virtue of remaining confidential. Information may be Proprietary Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.

"*Qualified Sublicense*" shall have the meaning set forth in Section 3.3(a).

"*Reserved Rights*" shall have the meaning set forth in Section 2.2.

"Software Documentation" means all documentation, data, information and other materials, if any, prepared by Montefiore describing or annotating the Licensed Software, or that has been prepared by Montefiore for use as end user documentation in connection with the Licensed Software, if any, to the extent such documentation does not constitute software code.

"*Third-Party Resource*" means any of the products, information, materials and any other subject matter having been sold, licensed or otherwise provided to Montefiore pursuant to the Third-Party Resource Agreements.

"*Third-Party Resource Agreements*" are the agreements listed in Exhibit C.

"*Transferred Equipment*" has the meaning set forth in Section 2.3(d).

"*Transferred Materials*" are, collectively, the Licensed Software, Transferred Equipment, and CLG Site Materials.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Effective as of November 20, 2013 (the "***Effective Date***"), this Settlement Agreement and Mutual Release (the "***Agreement***") is entered into by and among STREAMLINE HEALTH SOLUTIONS, INC., a Delaware corporation ("***Parent***"), IPP ACQUISITION, LLC, a Georgia limited liability company ("***Purchaser***"), IPP HOLDING COMPANY, LLC f/k/a Interpoint Partners, LLC ("***Seller***"), W. RAY CROSS (the "***Seller Representative***") solely in his capacity as Seller Representative (as defined in that certain Asset Purchase Agreement, as amended, (the "***Purchase Agreement***"), dated as of December 7, 2011, by and among Parent, Purchaser, Seller, and the members of Seller, and each member of Seller set forth on Exhibit B attached hereto, acting through the Seller Representative as its attorney in fact (each a "***Member***")). Each of Parent, Purchaser, Seller, the Seller Representative and each Member are herein referred to, individually, as a "***Party***" and, collectively, as the "***Parties***"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

WHEREAS, on December 7, 2011, Parent, Purchaser, Seller, and the Members entered into the Purchase Agreement pursuant to which Purchaser acquired from Seller and Seller sold to Purchaser substantially all of the operations and assets of Seller;

WHEREAS, Section 3.2 of the Purchase Agreement entitled Seller to receive Earnout Consideration upon satisfaction of certain terms and conditions set forth therein, which if earned would be due and payable by July 31, 2013;

WHEREAS, on July 22, 2013 Purchaser delivered its calculation of the amount of Earnout Consideration that it believed was due and payable, and on August 6, 2013 the Seller Representative (acting on behalf of Seller and the Members) delivered a Claims Notice disputing Purchaser's calculation of the amount of Earnout Consideration due and payable and asserting that Purchaser and Parent had breached their obligations under Section 3.2 of the Purchase Agreement (the "***Alleged Breaches***");

WHEREAS, pursuant to Section 13.1 of the Purchase Agreement, the Seller Representative was appointed as agent and attorney in fact for and on behalf of Seller and each Member with authority to settle all disputes arising under the Purchase Agreement;

WHEREAS, Purchaser, Parent, and the Seller Representative have agreed to settle any and all claims relating to Section 3.2 of the Purchase Agreement, including without limitation, the Alleged Breaches on the terms and conditions provided herein and in consideration of the releases provided herein; and

WHEREAS, the Parties have reached this Agreement after considering the uncertainty of potential future litigation and on the express condition that the Agreement is not an admission of liability by any Party.

NOW THEREFORE, for and in consideration of these premises and in exchange for the promises and releases contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and understood, the Parties hereto hereby agree as follows:

1. Settlement Payments.

1.1 On the Effective Date, Purchaser and Parent shall deliver to Seller the aggregate sum of $1,300,000 in cash via wire transfer of immediately available funds to the account designated by the Seller Representative.

1.2 On the Effective Date, Parent and Purchaser shall issue to Seller the non-convertible subordinated unsecured promissory note in the original principal amount of $900,000 attached hereto as Exhibit A (the "***Earnout Note***").

1.3 On January 1, 2014, Parent shall issue to Members of Seller an aggregate of 400,000 shares of common stock, par value $0.01 ("***Common Stock***") per share of Parent (the "***Earnout Shares***"). Seller hereby instructs that the Earnout Shares be issued directly to Members (on behalf of Seller) in the amounts and in the names set forth on Exhibit B attached hereto. Parent shall deliver certificates representing the Earnout Shares to legal counsel for the Seller Representative for distribution to the Members. Seller and each Member acknowledges that the Earnout Shares are unregistered shares and will be issued containing a restrictive legend.

2. Additional Obligations of the Parties.

2.1 On the Effective Date, Seller shall execute and deliver to Purchaser and Parent the Subordination Agreement attached hereto as Exhibit C relating to the Earnout Note.

2.2 Each Member agrees not to sell or otherwise transfer any of the Earnout Shares prior to May 1, 2014, provided each Member agrees the Earnout Shares shall remain restricted securities under Rule 144 of the Securities Act (as defined below) prior to July 1, 2014. Immediately prior to July 1, 2014 and thereafter, Parent agrees to promptly coordinate with its transfer agent for the removal of the restrictive legend on all Earnout Shares held by Members that are not then affiliates of Parent and that have not been affiliates of Parent during the prior three months. Upon delivery to Parent of (i) a completed and executed stockholder representation letter in the form attached hereto as Exhibit D (the "***Stockholder Representation Letter***") and (ii) the original certificate(s) for the Earnout Shares, Parent shall issue an opinion letter and other instructions required by its transfer agent for the removal of the restrictive legend from such Earnout Shares, and such Earnout Shares without the restrictive legend shall be delivered to such Member (or entered into electronic book entry) on the later of July 1, 2014 or the date that is five (5) business days after the Member's delivery of such Earnout Shares to the Parent.

3. Releases and Covenants Not to Sue.

3.1 In consideration of the acts, promises and forbearances of Seller, the Seller Representative, and each Member, as provided for herein, each of Purchaser and Parent hereby waives, releases, acquits and forever discharges the Seller Representative, Seller, each Member, and each of them (and each of their respective predecessors, successors, affiliates, parents, divisions, subsidiaries, assigns, agents, representatives, officers, directors, shareholders and/or attorneys), from any and all claims, demands, actions, charges, complaints, causes of action, suits, demands, rights, liabilities, cross claims, counterclaims, third-party claims, liens, entitlements, costs and expenses (including internal costs and expenses of Purchaser and Parent) or obligations (hereinafter

referred to as "***Purchaser Claims***"), of whatever nature, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent, actual, or asserted, whether arising or pleaded at law or in equity, under contract, statute, tort or otherwise, which exist or may exist as of the date hereof, related to, resulting from or arising out of Section 3.2 of the Purchase Agreement, including, without limitation, the indemnification claims made in connection with the Alleged Breaches. Each of Parent and Purchaser hereby represents and warrants that it has not assigned, alienated, or otherwise transferred any of the Purchaser Claims.

3.2 In consideration of the acts, promises and forbearances of Purchaser and Parent, as provided for herein, Seller, the Seller Representative, and each Member hereby waives, releases, acquits and forever discharges Purchaser and Parent, and each of them (and each of their respective predecessors, successors, affiliates, parents, divisions, subsidiaries, assigns, agents, representatives, officers, directors, shareholders and/or attorneys) from any and all claims, demands, actions, charges, complaints, causes of action, suits, demands, rights, liabilities, cross claims, counterclaims, third-party claims, liens, entitlements, costs and expenses (including, without limitation, costs and expenses incurred by the Seller Representative) or obligations (hereinafter referred to as "***Seller Claims***"), of whatever nature, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent, actual, or asserted, whether arising or pleaded at law or in equity, under contract, statute, tort or otherwise, which exist or may exist as of the date hereof, related to, resulting from or arising out of Section 3.2 of the Purchase Agreement, including, without limitation, the indemnification claims made in connection with the Alleged Breaches. Each of Seller the Seller Representative and each Member hereby represents and warrants that it has not assigned, alienated, or otherwise transferred any of the Seller Claims.

3.3 Each Party further agrees that such Party is aware that such Party or such Party's attorneys may hereafter discover facts different from or in addition to the facts of which such Party or such Party's attorneys now are aware with respect to the subject matter of this Agreement and that such Party nevertheless intends hereby fully, finally, absolutely and forever to settle the matters released pursuant to this Agreement notwithstanding the discovery of any such different or additional facts.

3.4 Each of Purchaser and Parent (on its behalf and on behalf of its predecessors, successors, affiliates, parents, divisions, subsidiaries, assigns, agents, representatives, officers, directors, shareholders and/or attorneys) covenants and agrees not to bring any legal action or proceeding of any nature or kind, whether civil or administrative, against the Seller Representative, Seller, the Members and each of them (and each of their respective agents, partners, attorneys, insurers, heirs, successors, executors, estates, administrators and assigns) arising from or based in any way on any of the Purchaser Claims released herein, and further agrees not to voluntarily participate in or cooperate with others in connection with the filing of any such legal action or proceeding, except as required by law. Nothing contained herein shall (i) preclude or prevent Purchaser or Parent from complying in good faith with the laws of the United States or the laws of any state or (ii) be deemed or construed to preclude Purchaser or Parent from enforcing the terms of this Agreement.

3.5 Each of Seller, the Seller Representative, and each Member (on its behalf, and on behalf of its and their respective agents, partners, attorneys, insurers, heirs, successors, executors, estates, administrators and assigns) covenants and agrees not to bring any legal action

or proceeding of any nature or kind, whether civil or administrative, against Purchaser or Parent (and each of their respective predecessors, successors, affiliates, parents, divisions, subsidiaries, assigns, agents, representatives, officers, directors, shareholders and/or attorneys) arising from or based in any way on any of the Seller Claims released herein, and further agrees not to voluntarily participate in or cooperate with others in connection with the filing of any such legal action or proceeding, except as required by law. Nothing contained herein shall (i) preclude or prevent Seller Representative, Seller, or any Member from complying in good faith with the laws of the United States or the laws of any State or (ii) be deemed or construed to preclude Seller, the Seller Representative, or any Member from enforcing the terms of this Agreement.

4. Representations and Warranties of Parent and Purchaser. Parent and Purchaser, jointly and severely, hereby represent and warrant to Seller as of the date hereof:

4.1 Organization, Authority, and Enforceability. Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and Purchaser is limited liability company, duly organized, validly existing and in good standing under the laws of the State of Georgia. Parent and Purchase each have all requisite power and authority to execute and deliver this Agreement and the Earnout Note and to perform its obligations hereunder and thereunder. Neither Parent nor Purchaser is in violation of its organizational or governing documents. Each of Parent and Purchaser has authorized the execution, delivery, and performance of (i) this Agreement, (ii) the Earnout Note, and (iii) the issuance, sale and delivery of the Earnout Shares. No other corporate or limited liability company action (including shareholder or member approval) is necessary to authorize such execution, delivery and performance of this Agreement, the Earnout Note, and/or the issuance, sale and delivery of the Earnout Shares. When executed and delivered by Parent and Purchaser this Agreement shall constitute the valid and binding obligation of such party, enforceable against such party in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and general principles of equity ("***Enforceability Exceptions***").

4.2 Non-Contravention; Consents. The execution and delivery of this Agreement, the Earnout Note, and the issuance, sale and delivery of the Earnout Shares do not, and the fulfillment of the terms hereof and thereof by Parent and Purchaser will not, (i) result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or permit the acceleration of rights under or termination of, (A) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of Indebtedness, or other material contract of Parent, Purchaser or any of Parent's subsidiaries or (B) any rule or regulation of any court or federal, state or foreign regulatory board or body or administrative agency having jurisdiction over the Parent or Purchaser or over their respective properties or businesses, or (ii) require Parent or Purchaser to obtain any material consent, approval or action of, or make any filing with or give any notice to, any corporation, Person or firm or any public, governmental or judicial authority, to the extent not obtained, filed, or noticed on or prior to the date hereof, other than filings required under the Securities Act or Exchange Act (each as defined below).

4.3 Earnout Shares. Upon issuance, sale and delivery as contemplated by this Agreement, the Earnout Shares will be duly authorized, validly issued, fully paid and non-assessable Common Stock of the Company, free and clear of all liens, encumbrances claims and restrictions

(other than those arising under applicable federal and state securities laws) and all preemptive or similar rights.

5. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser and Parent as of the date hereof:

5.1 Organization, Authority, and Enforceability. Seller is limited liability company, duly organized, validly existing and in good standing under the laws of the State of Georgia. Seller has all requisite power and authority to execute and deliver this Agreement and the Earnout Note and to perform its obligations hereunder and thereunder. Seller is not in violation of its organizational or governing documents. Seller has authorized the execution, delivery, and performance of (i) this Agreement and (ii) the Earnout Note. No other limited liability company action (including member approval) is necessary to authorize such execution, delivery and performance of this Agreement or the Earnout Note. When executed and delivered by Seller this Agreement shall constitute the valid and binding obligation of Seller, enforceable against such party in accordance with its terms, except that such enforcement may be subject to Enforceability Exceptions.

5.2 Non-Contravention; Consents. The execution and delivery of this Agreement and the Earnout Note do not, and the fulfillment of the terms hereof and thereof by the Seller will not, (i) result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or permit the acceleration of rights under or termination of, (A) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of Indebtedness, or other material contract of Seller or (B) any rule or regulation of any court or federal, state or foreign regulatory board or body or administrative agency having jurisdiction over the Seller or its properties or businesses, or (ii) require Seller to obtain any material consent, approval or action of, or make any filing with or give any notice to, any corporation, Person or firm or any public, governmental or judicial authority, to the extent not obtained, filed, or noticed on or prior to the date hereof, other than filings required under the Securities Act or Exchange Act (each as defined below).

6. Representations and Warranties of Members. Each Member executing this Agreement hereby represents and warrants to Purchaser and Parent as of the date hereof:

6.1 Authority and Enforceability. Such Member has all requisite power and authority to execute and deliver this Agreement and the Earnout Note and to perform their obligations hereunder and thereunder. Such Member is not in violation of their organizational or governing documents, if applicable. Such Member has authorized the execution, delivery, and performance of (i) this Agreement and (ii) the Earnout Note. No other company or corporate action (including member or stockholder approval), if applicable, is necessary to authorize such execution, delivery and performance of this Agreement or the Earnout Note. When executed and delivered, this Agreement shall constitute the valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except that such enforcement may be subject to Enforceability Exceptions.

6.2 Non-Contravention; Consents. The execution and delivery of this Agreement and the Earnout Note do not, and the fulfillment of the terms hereof and thereof by will not, (i) result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or permit the acceleration of rights under or termination of, (A) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of Indebtedness, or other material contract of such Member

or (B) any rule or regulation of any court or federal, state or foreign regulatory board or body or administrative agency having jurisdiction over such Member or such Member's properties or businesses, or (ii) require them to obtain any material consent, approval or action of, or make any filing with or give any notice to, any corporation, Person or firm or any public, governmental or judicial authority, to the extent not obtained, filed, or noticed on or prior to the date hereof, other than filings required under the Securities Act or Exchange Act (each as defined below).

7. Representations and Warranties of Seller Representative. Seller Representative hereby represents and warrants to Purchaser and Parent as of the date hereof that he is the true and lawful attorney-in-fact and agent of each Member and may act in his name, place and stead with respect to all matters arising in connection with the Purchase Agreement, including, without limitation, the power and authority to execute this Agreement and bind each Member to the terms hereof.

8. Adjustments to Conversion Price. In order to prevent dilution of the Earnout Shares granted under Section 1.3, the Earnout Shares are subject to adjustment from time to time as follows:

8.1 Subdivision or Combination of Stock. If and whenever Parent shall at any time subdivide its outstanding Common Stock into a greater number of shares prior to the issuance of the Earnout Shares, the number of Earnout Shares immediately prior to such subdivision shall be proportionately increased, and conversely, in case the outstanding Common Stock of Parent shall be combined into a smaller number of shares, the number of Earnout Shares in effect immediately prior to such combination shall be proportionately decreased.

8.2 Stock Dividends. If and whenever at any time Parent shall declare a dividend or make any other distribution upon any class or series of stock of Parent payable in Common Stock of Parent prior to the issuance of the Earnout Shares, the number of Earnout Shares in effect immediately prior to such dividend or distribution shall be proportionately increased as if such dividend or distribution had been made by way of a subdivision pursuant to Section 8.1 above.

8.3 Reorganization, Reclassification, Consolidation, Merger. If any capital reorganization, reclassification of the Common Stock of Parent, consolidation or merger of Parent with another corporation, or sale, transfer or other disposition of all or substantially all of Parent's properties to another corporation shall be effected prior to the issuance of the Earnout Shares (a "***Corporate Transaction***"), then, lawful and adequate provision shall be made whereby each Member shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Earnout Shares immediately theretofore issuable pursuant to this Agreement, such shares of stock, securities or properties (including cash paid as partial consideration) (collectively, the "***Substitute Securities***") as may be issuable or payable with respect to or in exchange for a number of outstanding shares of Common Stock of Parent equal to the number of Earnout Shares issuable pursuant to this Agreement immediately prior to such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition, and in any such case, appropriate provision shall be made with respect to the rights and interests of each Member to the end that the provisions hereof shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any Substitute Securities thereafter deliverable upon the exercise thereof. The above provisions of this Section 8.3 shall similarly apply to successive reorganizations, reclassification, consolidations, mergers, sales, transfers or dispositions, to the extent occuurinng

prior to issueance of the Earnout Shares. For the avoidance of doubt, in the event of a Corporate Transaction prior to the issuance of the Earnout Shares under this Agreement, each Member's right to receive the Earnout Shares shall be accelerated immeidatedly prior to such Corporate Transaction, and in lieu thereof, each Member may elect to receive the Substitute Securities.

9. Rule 144 Compliance. With a view to making available to the Members the benefits of Rule 144 under the Securities Act of 1933 (as amended, and the rules and regulations thereunder, which shall be in effect from time to time, the "***Securities Act***") and any other rule or regulation of the Securities and Exchange Commission (the "***Commission***") that may at any time permit a holder to sell securities of Parent to the public without registration, Parent shall:

9.1 make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the date hereof;

9.2 use best efforts to file with the Commission in a timely manner all reports and other documents required of Parent under the Securities Act and the Securities Exchange Act of 1934 (as amended, and the rules and regulations thereunder, which shall be in effect from time to time, the "***Exchange Act***"), at any time which Parent is subject to such reporting requirements; and

9.3 furnish to any Members (or its transferees) so long as any Member owns Earnout Shares, promptly upon request, a written statement by Parent as to its compliance with the reporting requirements of Rule 144 under the Securities Act and of the Securities Act and the Exchange Act.

10. This Agreement is entered into in a compromise settlement of disputed claims. Nothing contained in this Agreement shall constitute, or shall be construed as, an admission of fact, liability, or wrongdoing on the part of any Party hereto.

11. The Parties hereby agree and warrant that they will each be responsible for satisfaction of their own fees, expenses, and costs (including those of attorneys and other professionals) incurred in connection with the disputes between the Parties relating to Section 3.2 of the Purchase Agreement.

12. Each of Seller, the Seller Representative, and each Member hereby acknowledges and agrees that this Agreement will be filed by Parent with the Securities and Exchange Commission and therefore the terms of this Agreement will not be confidential.

13. Each of Seller, the Seller Representative, and each Member hereby acknowledges, agrees, and reaffirms that all information provided by Purchaser, Parent, or their representatives to the Seller Representative and its representatives relating to the calculation of the Earnout Consideration, the Alleged Breaches, or otherwise provided in connection with the matters settled by this Agreement constitutes "Confidential Information" that is subject to the provisions of Section 3 of the Restrictive Covenant Agreement, dated December 7, 2011 among Parent, Purchaser, Seller, and the Members.

14. Each Party has been advised, or had the opportunity to be advised, by its own attorneys, and no rule of construction shall be used against any Party for any role in drafting this document.

15. Each Party and each person executing this Agreement expressly represents and warrants to every other Party that any necessary resolution, action, or authority to approve and execute this Agreement has been obtained and that the person signing for such Party can and does bind such Party to the contents of this Agreement. This Agreement may be signed in counterparts and delivered by facsimile, electronic mail, or otherwise, each of which shall be deemed an original for all purposes, and may be an enforceable part of a collection of separately signed copies.

16. The Agreement and the rights and obligations of the Parties hereunder shall be construed, interpreted, and enforced according to the laws of the State of Georgia, without regard to conflict of laws principles. For the sole purpose of this Agreement and any controversy arising hereunder, each Party hereby submits itself to the exclusive jurisdiction of the state or federal courts sitting in Fulton County, Georgia, and waives any objection (on the grounds of each of jurisdiction or forum non conveniens, or otherwise) to the jurisdiction of any such court. Each Party irrevocably waives any objection that it now has or hereafter may have to the laying of venue of any suit, action, or proceeding brought in any such court and further irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. In any suit, action, or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to recovery of its attorney fees, costs, and litigation expenses.

17. This Agreement constitutes the entire and integrated agreement between the Parties and supersedes any prior negotiations, representations, or agreements, either oral or written, except those contained herein. No waiver or modification of this Agreement in whole or in part will be binding on any Party unless made in writing and signed by a duly authorized representative of such Party. This Agreement may be modified or amended in any respect only by a writing duly executed by each of the Parties hereto.

18. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective predecessors, successors, assigns, administrators, beneficiaries, and attorneys.

19. The provisions of this Agreement shall be deemed severable from each other, and if for any reason any section, clause, provision, or part of this Agreement is found to be illegal, invalid, unenforceable or inoperative, such section, clause, provision or part shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

20. The Parties and their attorneys agree to cooperate fully, and execute any and all documents and to take all additional actions which may be reasonably necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

21. Time is of the essence with respect to Parent’s and Purchaser’s obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed, this Settlement Agreement and Mutual Release as of the date first written above.

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Nicholas A. Meeks
Name: Nicholas A. Meeks
Title: SVP and CFO

IPP ACQUISITION, LLC

By: /s/ Nicholas A. Meeks
Name: Nicholas A. Meeks
Title: SVP and CFO

IPP HOLDING COMPANY, LLC

By: /s/ W. Ray Cross
Name: W. Ray Cross
Title: Sole Manager

/s/ W. Ray Cross
W. RAY CROSS, as Seller Representative and as agent and attorney-in-fact for each member of Seller set forth on Exhibit B attached hereto.

EXHIBIT A

Earnout Note

See attached

EXHIBIT B

Earnout Share Distribution

Member	Earnout Shares	%
James Skrinska	102,677	25.67%
Matt Seefeld	102,677	25.67%
Kurt Seefeld	7,326	1.83%
Susan Seefeld	15,121	3.78%
Peyton Meroney	6,921	1.73%
John Skrinska	11,740	2.94%
Clay Hale	5,182	1.30%
Leland Roberts	8,587	2.15%
Dice Roberts	8,944	2.24%
Mike Roberts	8,944	2.24%
Interpoint Investment Group, LLC	121,881	30.47%
	400,000	**100.00%**

EXHIBIT C

Subordination Agreement

See attached

EXHIBIT D

Form of Stockholder Representation Letter

Stockholder's Rule 144 Representation Letter

_____, 2014

Streamline Health Solutions, Inc.
1230 Peachtree Street, NE, Suite 1000
Atlanta, GA 30309
Attn: Jack W. Kennedy, Jr., SVP and Chief Legal Officer

Re: Proposed removal of legend on _____ shares of Common Stock (the "Shares") of Streamline Health Solutions, Inc. (the "Issuer") Pursuant to SEC Rule 144 ("Rule 144")

Dear Ladies and Gentlemen:

The undersigned proposes to remove the legend on _____ shares of Common Stock of the Issuer in accordance with the requirements of Rule 144. In this connection, the undersigned represents to you and warrants as follows:

1. The undersigned is not an underwriter with respect to the Shares, nor will any proposed transaction involving the Shares be part of a distribution of securities of the Issuer.

2. The undersigned is not currently an affiliate of the Issuer and has not been an affiliate of the Issuer for a period of three months prior to the date hereof.

3. Based in part upon information furnished by the Issuer, the Shares are fully paid and a minimum of six-months have elapsed since the date that the Shares were acquired from the Issuer or an affiliate thereof as described in Rule 144.

4. Based on information published or made available to the undersigned by the Issuer and relied upon by the undersigned, the undersigned has reason to believe there is available adequate current public information with respect to the Issuer.

The undersigned is familiar with the aforesaid Rule 144 and agree that, in connection with the matters described above, you and your counsel, Womble Carlyle Sandridge & Rice, LLP, are relying on the statements made herein. Womble Carlyle Sandridge & Rice, LLP may rely on such statements as if this letter were addressed to them.

Sincerely,

_____

[Insert stockholder name exactly as it appears on stock certificate below signature line]

THE RIGHTS OF THE HOLDER HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 20, 2013 AMONG FIFTH THIRD BANK, IPP HOLDING COMPANY, LLC, STREAMLINE HEALTH SOLUTIONS, INC. AND IPP ACQUISITION, LLC (AS AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, THE "***SUBORDINATION AGREEMENT***") AND PAYMENT OF ANY AMOUNT TO THE HOLDER HEREUNDER IS EXPRESSLY SUBORDINATE TO THE PRIOR PAYMENT OF THE FIFTH THIRD OBLIGATIONS (AS DEFINED IN THE SUBORDINATION AGREEMENT).

SUBORDINATED PROMISSORY NOTE

$900,000 Dated: November 20, 2013
Atlanta, Georgia

FOR VALUE RECEIVED, the undersigned, **IPP ACQUISITION, LLC**, a Georgia limited liability company (the "***Company***") and **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation ("***Parent***"), hereby promise to pay to the order of **IPP HOLDING COMPANY, LLC**, a Georgia limited liability company, ("***Payee***"), the principal sum of Nine Hundred Thousand Dollars ($900,000.00) (the "***Principal***"), together with Interest (as defined below), payable in accordance with the terms and conditions set forth herein. This Subordinated Promissory Note and any note issued in substitution for this note in accordance with the provisions hereof are referred to herein as the "***Note***." Parent and the Company are each herein referred to individually or collectively, as the context requires, as "***Maker***".

1. Asset Purchase Agreement and Settlement Agreement. This Note is issued by Maker on the date hereof pursuant to (i) the Asset Purchase Agreement (the "***Asset Purchase Agreement***"), dated as of December 7, 2011, by and between the Company, Payee, the members of Payee, and Parent, and (ii) the Settlement Agreement and Mutual Release, dated as of November __, 2013, by and between the Company, Payee, the members of Payee, and Parent (the "***Settlement Agreement***"), and is subject to the terms of both the Asset Purchase Agreement and the Settlement Agreement. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. The payments required under this Note are subject to set-off by the Company or Parent from time to time pursuant to the terms of the Asset Purchase Agreement. Maker is not presentaly aware of any claims to rights of set-off pursuant to the terms of the Asset Purchase Agreement.

2. Interest. The unpaid Principal amount actually outstanding under this Note shall accrue interest ("***Interest***") at a per annum rate equal to eight percent (8%) from the date of this Note until the payment in full of all outstanding Principal and accrued Interest. Interest shall be payable quarterly in arrears on the first (1st) day of February, May, August, and November. Interest shall not compound. Interest shall be calculated on the basis of actual days elapsed over a 365-day year.

3. Payment. Payments of Principal will be due and payable in three (3) equal annual installments of $300,000 on each of November 1, 2014, November 1, 2015, and November 1, 2016, respectively. All payments of Principal or Interest shall be made in lawful tender of the United States. If any date for payment of Principal or Interest is not a day on which banks are open for

business in the State of Georgia (a "***Business Day***"), the date for such payment shall be the next succeeding Business Day.

4. Prepayment. The Principal may be prepaid, in full or in part, at any time permitted by the Subordination Agreement; *provided* that Maker shall pay all accrued but unpaid Interest on the outstanding Principal concurrently with any such prepayment. Payments hereunder shall be credited first to costs and expenses due and payable hereunder, then to accrued and unpaid Interest, and the remainder to outstanding Principal payments in reverse order of maturity.

5. Change of Control. Upon any Change of Control (as defined below), the outstanding Principal balance of this Note and all accrued and unpaid Interest shall thereupon become and thereafter be immediately due and payable in full without any presentment, demand or notice of any kind, all of which are hereby waived by Maker. As used in this Note, a "***Change of Control***" means: (a) a sale of all or substantially all of the assets of Parent and its subsidiaries (taken as a whole) in one transaction or a series of transactions; (b) a sale, transfer or other disposition of more than fifty percent (50%) of the outstanding capital stock of Parent having voting rights to any person or entity that is not a holder of outstanding voting capital stock of Parent on the date of this Note; or (c) any merger or consolidation of Parent with or into any other entity, other than a consolidation or merger in which the stockholders of Parent immediately prior to such transaction retain voting control of the consolidated or merged entity after such transaction.

6. Events of Default. The occurrence of any of the following shall be deemed an event of default under this Note (each, an "***Event of Default***"): (a) Maker defaults in the payment of Principal or Interest on this Note when the same becomes due and payable, which failure has continued unremedied for a period of fifteen (15) days after receipt of written notice of such failure; (b) Maker fails to perform any obligation under this Note (other than as provided in clause (a) above) on the terms required under this Note, which failure has continued unremedied for a period of fifteen (15) days after receipt of written notice of such failure; (c) Maker shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other bankruptcy, insolvency, or similar law now or hereafter in effect; (d) Maker shall suffer the commencement of an involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other bankruptcy, insolvency or similar law now or hereafter in effect, and such case or other proceeding shall not be vacated or dismissed within ninety (90) days after its commencement; (e) Maker shall suffer the entry of an order for relief by any court having jurisdiction in the premises in any involuntary bankruptcy case under the federal bankruptcy laws, as now constituted or hereafter amended; or (f) Maker shall suspend business, or consent to or suffer a receiver, trustee, liquidator or custodian to be appointed for it or for all or a significant portion of any of its assets or affairs. Upon the occurrence of an Event of Default and during the continuation thereof, the Interest rate hereunder shall increase to eleven percent (11%) per annum. Time is of the essence with respect to Maker's obligations under this Note.

7. Acceleration. If an Event of Default occurs and is continuing, Payee, by written notice to Maker, may declare the Principal to be immediately due and payable. Upon such declaration, all outstanding Principal and Interest shall be due and payable immediately.

8. Unsecured Note. This Note shall not at any time be secured by the assets or properties of Maker.

9. Subordination. The rights of Payee under this Note are subordinate to the prior payment of any amount due by Maker or Streamline Health, Inc. ("***Streamline***") to Fifth Third Bank or its Affiliates ("***Senior Lender***") pursuant to the credit agreements outstanding as of the date of this Note, as the same may be amended from time to time or pursuant to any subsequent credit agreement between Maker or Streamline and Senior Lender, or any amendment thereto. In addition to the obligations to Senior Lender under the Subordination Agreement, Payee agrees to enter into one or more subordination agreements to subordinate its rights under this Note to any replacement lender for Senior Lender on terms and conditions as are mutually agreeable between Payee and any such replacement lender.

10. Suits for Enforcement. Upon the occurrence of any one or more Events of Default and during the continuation thereof, Payee may proceed to protect and enforce its rights hereunder by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or may proceed to enforce the payment of this Note, or to enforce any other legal or equitable right. Maker agrees to pay all reasonable out-of-pocket costs and expenses of Payee incurred in connection with the enforcement of this Note or any Event of Default under this Note, including, without limitation, the fees and expenses of counsel for Payee.

11. Remedies Cumulative. No remedy herein conferred upon Payee is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

12. Remedies Not Waived. No course of dealing between Maker and Payee or any delay on the part of Payee in exercising any rights hereunder shall operate as a waiver of any right.

13. Transfer Restrictions. This Note may not be transferred without the prior written consent of Maker.

14. Replacement of Note. On receipt by Maker of an affidavit of an authorized representative of Payee stating the circumstances of the loss, theft, destruction or mutilation of this Note (and in the case of any such mutilation, on surrender and cancellation of such Note), Maker, at its expense, will promptly execute and deliver, in lieu thereof, a new Note of like tenor. If required by Maker, Payee must provide indemnity sufficient in the reasonable judgment of Maker to protect Maker from any loss which Maker may suffer if a lost, stolen or destroyed Note is replaced.

15. Covenants Bind Successors and Assigns. All the covenants, stipulations, promises and agreements in this Note contained by or on behalf of Maker shall bind its successors and assigns, whether so expressed or not.

16. Presentment. Presentment for payment, demand protest and notice of demand, notice of dishonor and notice of nonpayment and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of an Event of Default hereunder, and no indulgence that may be granted from time to time, shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration

or of the right of Payee thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided or that may hereafter be provided that would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Payee agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. Waiver. None of the rights or remedies of Payee are to be deemed waived or affected by failure to delay to exercise the same. All remedies conferred upon Payee by this Note shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at Payee's option.

18. Survival. All representations and warranties of Maker and Payee contained in this Note shall survive the execution and delivery of this Note and shall continue in full force and effect thereafter until the earlier of the date on which all Principal and Interest hereunder has been paid in full. All covenants and agreements of Maker and Payee contained in this Note shall survive the execution and delivery of this Note and shall continue in full force and effect thereafter in accordance with the terms hereof.

19. Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and addressed in the manner specified in Section 13.4 of the Asset Purchase Agreement and shall be deemed duly delivered as provided in Section 13.4 of the Asset Purchase Agreement.

20. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.

21. Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof. Maker and Payee further agree to replace such invalid, illegal or unenforceable provision of this Agreement with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

22. Counterparts. This Note may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one in the same instrument, and facsimile transmissions of the signatures provided for below may be relied upon, and shall have the same force and effect, as the originals of such signatures.

23. Headings. The headings in this Note are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Subordinated Promissory Note as of the date first written above.

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Nicholas A. Meeks
Name: Nicholas A. Meeks
Title: SVP and CFO

IPP ACQUISITION, LLC

By: /s/ Nicholas A. Meeks
Name: Nicholas A. Meeks
Title: SVP and CFO

IPP HOLDING COMPANY, LLC

By: /s/ W. Ray Cross
Name: W. Ray Cross
Title: Sole Manager

AMENDED AND RESTATED SENIOR CREDIT AGREEMENT

This **AMENDED AND RESTATED SENIOR CREDIT AGREEMENT** dated as of December 13, 2013 (as amended, supplemented or modified, this "Agreement") is between **STREAMLINE HEALTH, INC.**, an Ohio corporation ("Borrower") and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender").

WHEREAS, Borrower and Lender are parties to the Senior Credit Agreement dated as of December 7, 2011 as amended by Amendment No. 1 to Senior Credit Agreement dated as of August 16, 2012 and Amendment No. 2 to Senior Credit Agreement dated as of August 26, 2013 (the "Existing Credit Agreement"); and

WHEREAS, Borrower and Lender desire to amend and restate the Existing Credit Agreement on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree that, as of the Closing Date, this Agreement amends and restates in its entirety the Existing Credit Agreement and further agree as follow:

1. Credit Facilities.

1.1 Revolving Facility.

(a) Revolving Loan. Subject to the terms and conditions hereof, Lender agrees to make loans (the "Revolving Credit Loans") to Borrower at Borrower's request from time to time during the term of this Agreement in an aggregate amount outstanding at any time for all Revolving Credit Loans not exceeding the following (as further adjusted pursuant to this Section 1.1(a), the "Maximum Amount"): the lesser of (i) the Lender's Revolving Commitment and (ii) the Formula Amount. Lender may create and maintain additional reserves with respect to the Maximum Amount from time to time based on such credit and collateral considerations as Lender may deem appropriate in the reasonable good faith judgment of the Lender. Borrower may borrow, prepay (in whole or in part), and reborrow Revolving Credit Loans; provided that the principal amount of all Revolving Credit Loans outstanding at any one time will not exceed the Maximum Amount. If the amount of Revolving Credit Loans outstanding at any time exceeds the Maximum Amount, Borrower will immediately pay the amount of such excess to Lender in cash. In the event Borrower fails to pay such excess, Lender may, in its discretion, setoff such amount against any Borrower's accounts at Lender. The Revolving Credit Loans will be evidenced by the Fifth Amended and Restated Revolving Note of Borrower dated as of the date hereof and all amendments, extensions and renewals thereto and restatements and replacements thereof ("Revolving Credit Note"). The proceeds of the Revolving Credit Loans will be used after the Closing Date for working capital and other general business purposes; provided, however, the Borrower may not use the proceeds of the Revolving Credit Loans to repay the Subordinated Indebtedness.

(b) Advances. The Borrower shall give the Lender notice (which shall be irrevocable) of each request for the making of a Revolving Credit Loan no later than 10:00 a.m. (Eastern time)

on the Business Day on which such Revolving Credit Loan is to be made. Each such notice shall be in form satisfactory to the Lender and shall specify (i) the requested date of the making of such Revolving Credit Loan which shall be a Business Day and (ii) the amount, which shall be an amount in integral multiples of $25,000. Unless otherwise requested by Borrower, all Revolving Credit Loans will be advanced by a credit to an account of the Borrower maintained with Lender in the amount of the applicable Revolving Credit Loan.

(c) Expiration. The commitment to make Revolving Credit Loans will expire and all Revolving Credit Loans together with all accrued and unpaid interest thereon and the accrued portion of the fee referred to in Section 1.3(b) will be due and payable on December 1, 2015 (the "Termination Date").

(d) Term Loan. Subject to the terms and conditions hereof, on the Closing Date, upon request of the Borrower received not later than 10:00 A.M. (Eastern time), Lender hereby agrees to make a loan in a single advance (the "Term Loan") to Borrower, in an amount equal to Eight Million Five Hundred Thousand Dollars ($8,500,000). Once repaid, any amounts advanced as the Term Loan may not be reborrowed. The Term Loan will be evidenced by the promissory note of Borrower of even date herewith and all amendments, extensions and renewals thereto and restatements and replacements thereof ("Term Note"). The proceeds of the Term Loan will be used on the Closing Date to prepay in full all principal and accrued interest on the Term Loan outstanding under the Existing Credit Agreement, for general corporate and working capital purposes and to pay any fees and expenses due hereunder. The Lender's commitment to make the Term Loan shall expire at 5:00 PM Eastern time on the Closing Date. If the Closing Date has not occurred prior to December 31, 2013, the Lender's commitment to make the Term Loan shall expire.

(e) Payment and Prepayment.

(i) The principal amount of the Term Loan will be payable in equal monthly installments of $101,190 commencing on January 1, 2014 and on the first (1st) day of each calendar month thereafter (each such date, a "Payment Date"). Without limiting the foregoing, the entire unpaid principal amount of the Term Loan, together with accrued and unpaid interest thereon, will be due and payable on the Term Loan Maturity Date.

(ii) Not later than three Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by Borrower or any other Credit Party, Borrower shall prepay the Term Loan in an amount equal to 100% of such Net Cash Proceeds; *provided* that no such prepayment shall be required under this Section 1.1(e)(ii) with respect to (A) any Asset Sale permitted by Section 5.14(a) or (B) in the case of Asset Sales referred to in clause (a) of the definition thereof, Asset Sales for fair market value resulting in no more than $100,000 in Net Cash Proceeds per Asset Sale (or series of related Asset Sales) and no more than $250,000 in Net Cash Proceeds in any fiscal year. All prepayments will be applied to the outstanding principal balance of the Term Loan in inverse order of maturities and no such prepayment will change the due date of the principal payment otherwise required by this Agreement. Notwithstanding the foregoing, upon written notice to Lender delivered not more than two Business Days following receipt of any Net Cash Proceeds from an Asset Sale referred to in clause (a) of the definition thereof, such proceeds may be retained by the Credit Parties (and be excluded from the prepayment requirements of this clause) if (1) the Borrower informs Lender in such notice of its good faith intention to apply (or one or more of the other Credit Party's good faith intention to apply) such Net Cash Proceeds to the acquisition of other assets or

properties used or useful in the business of the Credit Parties and (2) such amount is actually expended within 180 days following the receipt of such Net Cash Proceeds to such acquisition. The amount of such Net Cash Proceeds unused after such applicable period shall be applied to prepay the Term Loan as set forth above. Notwithstanding the foregoing, the Borrower shall not be required to prepay the Term Loan with the Net Cash Proceeds from the issuance of Capital Stock of the Parent completed on November 27, 2013; provided, however, that not later than February 28, 2014, the Borrower shall provide to Lender a report (in detail reasonably acceptable to Lender) indicating the intended uses of such Net Cash Proceeds for the twelve month period following the date of such report.

(iii) So long as no Default or Event of Default has occurred and is continuing or would result from any prepayment pursuant to this Section 1.1(b)(iii), the Borrower may prepay the Term Loan in whole or in part at any time without premium or penalty on not less than three (3) Business Days prior notice; provided, however, that any such prepayments shall be in an amount not less than $100,000 and integral multiples of $100,000 in excess thereof. Any such prepayment will be applied to the outstanding principal balance of the Term Loan in inverse order of maturities and no such prepayment will change the due date of the principal payment otherwise required by this Agreement.

(iv) Once repaid or prepaid, the Term Loan may not be reborrowed.

1.2 Interest.

(a) Except as otherwise provided herein, the Loans shall bear interest from the date of the first advance until paid at an annual floating rate of interest equal to the Adjusted LIBO Rate in effect from time to time plus the Applicable Margin. The Borrower will pay to Lender any loss, cost or expense incurred in connection with the failure of any Loan to be made as requested by Borrower. If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, in each case occurring after the date hereof, any law or regulation, there shall be any increase in the cost to Lender of making, funding, maintaining, or allocating capital to any advance bearing interest at the Adjusted LIBO Rate, including a change in Reserve Percentage, then Borrower shall, from time to time upon demand by Lender, pay to Lender additional amounts sufficient to compensate Lender for such increased cost. If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, any law or regulation, it becomes unlawful for Lender to make, fund, or maintain any Loan at the Adjusted LIBO Rate, then (i) Lender shall notify Borrower in writing that Lender is no longer able to maintain the interest rate at an Adjusted LIBO Rate and (ii) the interest rate for such Loan shall automatically be converted to the Base Rate. Thereafter, the Loans shall bear interest at the Base Rate until such time as the situation described herein is no longer in effect. If Lender determines (which determination shall be conclusive and binding upon Borrower, absent manifest error) (A) that dollar deposits are not generally available at such time in the London Interbank Market for deposits in dollars, (B) that the rate at which such deposits are being offered will not adequately and fairly reflect the cost to Lender of maintaining an Adjusted LIBO Rate for the Loan due to circumstances affecting the London Interbank Market generally, (C) that reasonable means do not exist for ascertaining an Adjusted LIBO Rate, or (D) that an Adjusted LIBO Rate would be in excess of the maximum interest rate which Borrower may by law pay, then, in any such event, Lender shall so notify Borrower and all portions of the advances bearing interest at an Adjusted LIBOR Rate that are so affected shall, as of the date of such notification, bear interest

at the Base Rate until such time as the situations described herein are no longer in effect. The interest rate charged hereunder with respect to any Loan bearing interest based on the Adjusted LIBO Rate or at the Base Rate will change automatically upon each change in the LIBO Rate or the Prime Rate, as applicable, and Lender shall not be required to notify Borrower of any such change.

(b) Accrued and unpaid interest on the Revolving Credit Loans and the Term Loan shall be due and payable on each Payment Date. All accrued and unpaid interest on the Revolving Credit Loans and the Term Loan outstanding under the Existing Credit Agreement shall be paid on the Closing Date.

(c) Interest will be calculated based on a 360-day year and charged for the actual number of days elapsed. Any Obligation not paid when due, whether by acceleration or otherwise, will bear interest (computed and adjusted in the same manner, and with the same effect, as interest hereon prior to maturity) payable on demand, at a rate per annum equal to the Default Rate, until paid, and whether before or after the entry of judgment hereon.

1.3 Additional Terms Applicable to Loans.

(a) Closing Fee. Upon execution and delivery of this Agreement, Borrower shall pay to Lender a fully earned closing fee of One Hundred Thousand Dollars ($100,000).

(b) Unused Fee. Borrower will pay to Lender a fee payable monthly in arrears on the last Business Day of each calendar month, commencing on December 31, 2013 in an amount equal to 0.40% per annum of the average daily Undrawn Amount. Any accrued and unpaid fees under Section 1.3(b) of the Existing Credit Agreement prior to the date hereof shall be due and payable on December 31, 2013.

(c) Payment of Fees. All fees, once paid, shall not be refundable in whole or in part.

(d) Payments Time and Place. All payments of principal and interest made by Borrower shall be made no later than Noon (Eastern Time), on the Business Day such payments are due. All amounts paid after such time will be credited on the following date. All payments to be made by Borrower will be made without setoff, deduction, offset, recoupment or counterclaim in immediately available funds and in the lawful currency of the United States of America. If any amount is due on a day which is not a Business Day, such amount shall be due on the immediately succeeding Business Day with additional interest payable for such extension period.

1.4 Additional Costs.

(a) Taxes, Reserve Requirements, etc. In the event that any applicable law, treaty, rule or regulation (whether domestic or foreign) now or hereafter in effect and whether or not presently applicable to Lender, or any interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, or compliance by Lender with any guideline, request or directive of any such authority (whether or not having the force of law), will: (a) affect the basis of taxation of payments to Lender of any amounts payable by Borrower under this Agreement (other than taxes imposed on the overall net income of Lender, by the jurisdiction, or by any political subdivision or taxing authority of any such jurisdiction, in which Lender has its principal office), (b) impose, modify or deem applicable any reserve, special deposit or similar

requirement against assets of, deposits with or for the account of, or credit extended by Lender, (c) impose any other condition with respect to this Agreement, any Note executed in connection with this Agreement or any of the other Loan Documents, and the result of any of the foregoing is to increase the cost of making, funding or maintaining any such Note or to reduce the amount of any sum receivable by Lender thereon, or impose on Lender any documentary, stamp or similar tax arising out of or relating to the execution and delivery of this Agreement or any other Loan Document, then Borrower will pay to Lender from time to time, upon request by Lender, additional amounts sufficient to compensate Lender for such increased cost or reduced sum receivable.

(b) Capital Adequacy. If either: (a) the introduction of, or any change in, or in the interpretation of, any United States or foreign law, rule or regulation or (b) compliance with any directive, guidelines or request from any central bank or other United States or foreign governmental authority (whether or not having the force of law) promulgated, made, or that becomes effective (in whole or in part) after the date hereof affects or would affect the amount of capital required or expected to be maintained by Lender or any corporation directly or indirectly owning or controlling Lender and Lender determines that such introduction, change or compliance has or would have the effect of reducing the rate of return on Lender capital or on the capital of such owning or controlling corporation as a consequence of its obligations hereunder or under any Note or any commitment to lend thereunder to a level below that which Lender or such owning or controlling corporation could have achieved but for such introduction, change or compliance (after taking into account Lender's policies or the policies of such owning or controlling corporation, as the case may be, regarding capital adequacy) by an amount deemed by Lender (in its sole discretion) to be material, then, from time to time, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such reduction.

(c) Certificate of Lender. A certificate of Lender setting forth such amount or amounts as will be necessary to compensate Lender as specified above and the basis therefor will be delivered to Borrower and will be conclusive absent manifest error. Borrower will pay Lender the amount shown as due on any such certificate within ten (10) Business Days following demand. Failure on the part of Lender to deliver any such certificate will not constitute a waiver of Lender's rights to demand compensation for any particular period or any future period. The protection of this Section will be available to Lender regardless of any possible contention of invalidity or inapplicability of the law, rule or regulation, that results in the claim for compensation under this Section.

1.5 Automated Payments. Payments due from the Borrower shall be initiated by Lender in accordance with the terms of this Agreement and the Note from Borrower's account through BillPayer 2000®. Borrower hereby authorizes Lender to initiate such payments from the account specified on Schedule 1.5 hereto or any other account maintained by the Borrower at the Lender. Borrower acknowledges and agrees that use of BillPayer 2000® shall be governed by the BillPayer 2000® Terms and Conditions, a copy of which Borrower acknowledges receipt. Borrower further acknowledges and agrees to maintain payments hereunder through BillPayer 2000® throughout the term of this Agreement. Each payment hereunder shall be applied first to advanced costs, charges and fees, then to accrued interest, then to principal and then to any other Obligation which is due and payable.

2. Collateral. The Collateral for the repayment of the Obligations will be that granted pursuant to the Security Documents.

3. Representations and Warranties. To induce Lender to enter into this Agreement and to make the advances herein contemplated, Borrower hereby represents and warrants as follows, on the Closing Date and on the date that each Loan is made and, if applicable, before and after giving effect to any Permitted Acquisition:

3.1 Organization. Each Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, is duly qualified in all jurisdictions where required by the conduct of its business or ownership of its assets, except where the failure to so qualify would not have a Material Adverse Effect and has the power and authority to own and operate its assets and to conduct its business as is now done.

3.2 Latest Financials. The Current Financial Statements as delivered to Lender are true, complete and accurate in all material respects and fairly present Borrower's financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise and the results of its operations for the periods specified therein. The financial statements included in the Current Financial Statements have been prepared in accordance with GAAP (except as disclosed therein and, except, with respect to unaudited financial statements, for the absence of footnotes, and subject to normal year end adjustments) applied consistently with preceding periods.

3.3 Recent Adverse Changes. Since January 31, 2013, no Company has suffered any Material Adverse Effect and no Company has knowledge of any event or condition which could reasonably be expected to have a Material Adverse Effect.

3.4 Recent Actions. Other than the transactions contemplated by the Acquisition Documents relating to any Permitted Acquisition and the Loan Documents, since January 31, 2013, each Company's business has been conducted in the ordinary course and no Company has: (a) incurred any obligations or liabilities, whether accrued, absolute, contingent or otherwise, other than liabilities incurred and obligations under contracts entered into in the ordinary course of business and other than liabilities to Lender, (b) discharged or satisfied any lien or encumbrance or paid any obligations, absolute or contingent, other than current liabilities, in the ordinary course of business, (c) mortgaged, pledged or subjected to lien or any other encumbrance any of its assets, tangible or intangible (other than Permitted Liens), or cancelled any debts or claims except in the ordinary course of business, or (d) made any loans or otherwise conducted its business other than in the ordinary course.

3.5 Title. Except as set forth on Schedule 3.5, each Company has good and valid title to its assets reflected on the most recent balance sheet included in the Current Financial Statements, free and clear from all liens and encumbrances of any kind, except for the Permitted Liens.

3.6 Litigation. Except as set forth on Schedule 3.6, there are no suits or proceedings pending or to the knowledge of any Company threatened against or affecting any Company, and no proceedings before any governmental agency or authority are pending or threatened against any Company.

3.7 Business. No Company is a party to or subject to any agreement or restriction that may have a Material Adverse Effect on such Company. Each Company has all licenses, permits, government authorizations, franchises, patents, trademarks, copyrights and other rights (collectively, the "Rights") necessary to conduct its business, and all are in full force and effect and

are not in known conflict with the rights of others except where the failure to have such Rights could not reasonably be expected to have a Material Adverse Effect.

3.8 Laws and Taxes. Each Company is in compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon such Company by any law or by any governmental authority, court or agency except where non-compliance would not have a Material Adverse Effect. To the knowledge of the Borrower, each Company has filed all required tax returns and reports that are now required to be filed by it in connection with any federal, state and local tax, duty or charge levied, assessed or imposed upon such Company or its assets, including unemployment, social security, and real estate taxes. To the knowledge of the Borrower, each Company has paid all taxes which are now past due and payable other than any taxes which are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP. No taxing authority has asserted or assessed any additional tax liabilities against a Company which are past due, and no Company has filed for any extension of time for the payment of any tax or the filing of any tax return or report.

3.9 Authority. Each Company has full power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, including entering into the transactions provided for in this Agreement and granting the Liens contemplated by the Loan Documents. The Loan Documents to be executed by each Company, when executed and delivered by such Company, will constitute the legal, valid and binding obligations of such Company enforceable in accordance with their respective terms except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws in effect from time to time affecting the rights of creditors generally and except as such enforceability may be subject to general principles of equity.

3.10 Other Defaults. There does not now exist and, after giving effect to the transactions contemplated hereby, there will not exist, any default or violation by any Company of or under any of the terms, conditions or obligations of: (a) such Company's Articles or Certificate of Incorporation, Certificate of Formation, by-laws, code of regulations, operating agreement or similar constitutional documents; (b) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which such Company is a party or by which such Company is bound; or (c) any law, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon such Company by any law or by any governmental authority, court or agency which, in the case of clause (b) or (c) could reasonably be expected to have a Material Adverse Effect.

3.11 Ownership of Borrower and Subsidiaries. Parent owns all of the issued and outstanding Capital Stock of the Borrower. Except as listed on Schedule 3.11, none of Parent, Borrower or any of their respective Subsidiaries has other Subsidiaries or is a party to any partnership agreement or joint venture agreement. Neither the Borrower nor any of its Subsidiaries has any outstanding options, warrants or contracts to issue additional membership interests or other equity interests of any kind except as set forth on Schedule 3.11.

3.12 ERISA. No "employee welfare benefit" or "employee pension benefit" plans (as defined in Section 3(1) and 3(2), respectively, of ERISA) established or maintained by any Company or its ERISA Affiliates (collectively, the "Plans"), or to which any Company or an ERISA Affiliate contributes, had an accumulated funding deficiency (as such term is defined in Section 302 of

ERISA) as of the last day of the most recent fiscal year of such Plan ended prior to the date hereof, and no liability to the Pension Benefit Guaranty Corporation has been, or is expected by such person to be, incurred with respect to any such Plan. As to each Plan which is a defined benefit plan within the meaning of Section 3(35) of ERISA, the value of the assets thereof as of the last day of the most recent Plan fiscal year, as determined by such Plan's independent actuaries, exceeds the present value, as determined by such actuaries, as of such date of the benefits under such Plan. None of the Plans is a multi-employer plan within the meaning of Section 3(37) of ERISA, and each Company and its ERISA Affiliates have not terminated or withdrawn from or are aware of any withdrawal liability (as defined in Section 4201 of ERISA) assessed against any Company or its ERISA Affiliates with respect to, any defined benefit plan or multi-employer plan in which employees of any such person have participated. The Plans have been administered in compliance with their terms and with all filing, reporting, disclosure and other requirements of ERISA, in each case, in all material respects. Each Plan (together with its related funding instrument) which is an employee pension benefit plan is, or upon establishment by any Company, will satisfy the qualification requirements under Section 401 of the Internal Revenue Code 1986 (the "Code") and the regulations issued thereunder in all material respects, and each such Plan (and its related funding instrument) have been or, upon establishment by any Company, will have been the subject of a favorable determination letter issued by the Internal Revenue Service holding that such Plan and funding instrument are so qualified or a favorable opinion letter issued by the Internal Revenue Service if the Plan is operated pursuant to a prototype document. No Company or any of its ERISA Affiliates or any of their respective employees or directors, or any Plan fiduciary of any of the Plans, has engaged in any transaction, including the execution and delivery of this Agreement and the Loan Documents, in violation of Section 406(a) or (b) of ERISA or any "prohibited transaction" (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 408(b) of ERISA or Section 4975(d) of the Code or for which no administrative exemption has been granted under Section 408(a) of ERISA, and no "reportable event" (as defined in Section 4043 of ERISA and the government regulations issued thereunder) has occurred in connection with any Plan. No matter is pending relating to any Plan before any court or governmental agency.

3.13 Regulation U. No part of the proceeds of any Loan will be used to purchase or carry any margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System).

3.14 Real Property. Schedule 3.14 sets forth a true and complete list of all real property owned, leased or otherwise occupied by each Company (the "Property") and the interest of such Company in such Property. In the case of leased property, the name and address of the landlord or lessor is set forth on Schedule 3.14.

3.15 Environmental Matters.

(a) Each Property and the activities or operations of each Company on the Property are in compliance in all material respects with all applicable federal, state and local, statutes, laws, regulations, ordinances, policies and orders relating to regulation of the environment, health or safety, or contamination or cleanup of the environment (collectively "Environmental Laws").

(b) Each Company has obtained all material approvals, permits, licenses, certificates, or satisfactory clearances from all governmental authorities required under Environmental Laws with respect to the Property and any activities or operations at the Property.

(c) To the knowledge of each Company, there have not been and are not now any solid waste, hazardous waste, hazardous or toxic substances, pollutants, contaminants, or petroleum (collectively, "Hazardous Substances") in, on, under or about the Property in violation of Environmental Laws. The use which each Company makes and intends to make of the Property will not result in the deposit or other release of any Hazardous Substances in violation of Environmental Laws.

(d) There have been no complaints, citations, claims, notices, information requests, orders or directives on environmental grounds or under Environmental Laws (collectively "Environmental Claims") made or delivered to, pending or served on any Company or of which any Company is aware or should be aware (i) issued by any governmental department or agency having jurisdiction over the Property or the activities or operations at the Property, or (ii) issued or claimed by any third party relating to the Property or the activities or operations at the Property.

(e) To the knowledge of each Company, no asbestos-containing materials are installed, used, or incorporated into the Property, and no asbestos-containing materials have been disposed of on the Property.

(f) To the knowledge of each Company, no polychlorinated biphenyls ("PCBs") are located at, on or in the Property in the form of electrical equipment or devices, including, transformers, capacitors, fluorescent light fixtures with ballasts, cooling oils or any other device or form.

(g) Each Company has provided Lender with copies of all environmental reports, audits and studies prepared within the last five years known to such Company and accessible to such Company, whether in such Company's possession or otherwise, regarding the Property.

3.16 Indebtedness. Schedule 3.16 sets forth a true and correct list of all Indebtedness of each Company outstanding on the Closing Date both before and after giving effect to the transactions contemplated hereby.

3.17 Labor Matters. There are no material strikes or other material labor disputes against any Company pending or, to its knowledge, threatened. The hours worked and payment made to each Company's employees in all material respects have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters. All payments due from each Company, or for which any claim may be made against such Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on its books. No Company is party to or bound by any collective bargaining agreement and no union represents or purports to represent all or any portion of the employees of any Company.

3.18 Solvency. Both before and after giving effect to the making of each Loan, the Borrower (on a consolidated basis with each of its Subsidiaries) is Solvent.

3.19 Accuracy of Reports. All written information which has been furnished to Lender including, without limitation, the Perfection Certificate, was complete, accurate and correct in all material respects when furnished, and all information which may be furnished to Lender in the future, including any subsequent Perfection Certificate, will be complete, accurate and correct in all material respects when furnished. No written information, report, financial statement (other than projections), certificate, exhibit or schedule furnished by or on behalf of any Company delivered

in connection with the negotiation of the Loan Documents or delivered pursuant to any requirement of the Loan Documents contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein not misleading and all projections provided by Borrower or any other Company are based on good faith estimates and assumptions believed by Borrower to be reasonable as of the date thereof.

3.20 Permitted Acquisition. In the case of any Permitted Acquisition, the Borrower has delivered to Lender complete and correct copies of the Acquisition Agreement and each of the other documents and agreements executed in connection therewith (collectively, the "Acquisition Documents"), including all schedules and exhibits thereto not less than five (5) days prior to the consummation of such Permitted Acquisition. The Acquisition Documents set forth the entire agreement and understanding of the applicable Credit Party or Credit Parties and the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby and the Permitted Acquisition shall be consummated in accordance with the terms of the Acquisition Documents without any amendment, waiver or supplement to the terms thereof which would be adverse to the applicable Credit Party in any material respect. Each applicable Credit Party has the power, and has taken all necessary action (including, any necessary member or comparable owner action) to authorize it, to execute, deliver and perform in accordance with their respective terms the Acquisition Documents to which it is a party. Each of the Acquisition Documents has been duly executed and delivered by each applicable Credit Party and, to Borrower's knowledge, each of the other parties thereto and is a legal, valid and binding obligation of each applicable Credit Party and to Borrower's knowledge, such other parties, enforceable against each such Credit Party and to Borrower's knowledge, such other parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of the Acquisition Documents in accordance with their respective terms does not and will not require any governmental approval or any other consent or approval, other than governmental approvals and other consents and approvals that have been obtained. All conditions precedent to the Permitted Acquisition pursuant to the Acquisition Agreement have been fulfilled in all material respects and, as of the date of the closing of such Permitted Acquisition, the Acquisition Agreement has not been amended or otherwise modified and there has been no breach by the Borrower or, to Borrower's knowledge, any other party thereto, of any term or condition of the Acquisition Documents. Upon consummation of the transactions contemplated by the Acquisition Documents to be consummated at the closing thereunder, the applicable Credit Party shall acquire good and legal title to the assets being transferred pursuant to the Acquisition Agreement

4. Affirmative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid and the Lender's Revolving Commitment has expired or been terminated, Borrower shall and shall cause each other Company to:

4.1 Books, Records and Access to the Collateral. Maintain proper books of account and other records and enter therein complete and accurate entries and records of all of its transactions. The Borrower shall and shall cause each other Company to, upon reasonable notice and during normal business hours, (a) give Lender reasonable access, to the Collateral for the purposes of examining the Collateral and verifying its existence, (b) make available to Lender for examination copies of any reports, statements or returns which such Company may make to or file with any governmental department, bureau or agency, federal or state; provided that Lender shall be deemed

to have received all publicly available documents filed by Parent with the Securities and Exchange Commission without the need to separately provide such documents to Lender and (c) be available to Lender, or cause its officers, members, managers, or general partners, as applicable, to be available from time to time upon reasonable notice and during normal business hours to discuss the status of the Loan, its business and any statements, records or documents furnished or made available to Lender in connection with this Agreement.

4.2 Monthly Statements. Furnish to Lender within thirty (30) days after the end of each calendar month, commencing with the month ending November 30, 2013, internally prepared financial statements with respect to such calendar month, which financial statements will: (a) be certified as true and correct by the president or chief financial officer of the Borrower, (b) include a balance sheet as of the end of such period, profit and loss and surplus statements for such period and a statement of cash flows for such period, and (c) be on a consolidated basis for Parent, Borrower and its Subsidiaries.

4.3 Annual Statements. Furnish to Lender within one hundred and twenty (120) days after the end of each fiscal year of Parent, Borrower and its Subsidiaries commencing with the fiscal year ending January 31, 2014, audited financial statements of Parent, Borrower and its Subsidiaries which will (a) include a balance sheet as of the end of such year, profit and loss and surplus statements and a statement of cash flows for such year, (b) be on a consolidated basis for Parent, Borrower and its Subsidiaries, and (c) contain the unqualified opinion (which shall not include any statement as to "going-concern") of an independent certified public accountant acceptable to Lender and its examination will have been made in accordance with generally accepted auditing standards and such opinion will contain a report reasonably satisfactory to Lender of any inconsistency in the application of GAAP with the preceding years' statements, if any.

4.4 Quarterly Compliance Statement. Furnish to Lender with the financial statements referred to in Section 4.2 for the periods ending on each January 31, April 30, July 31 and October 31, commencing with the period ended January 31, 2014, a Compliance Statement in the form of Exhibit A attached hereto, with respect to such calendar quarter, as applicable, which will be in reasonable detail satisfactory to Lender.

4.5 Borrowing Base Certificates. Furnish to Lender a Borrowing Base Certificate in form of Exhibit B attached hereto, setting forth the calculation of the Formula Amount, within thirty (30) days after the end of each calendar month, commencing with the month ending November 30, 2013.

4.6 Monthly Accounts Receivable and Payable Agings Report. Furnish to Lender within thirty (30) days after the end of each calendar month Borrower's Accounts Receivable Agings Report and Accounts Payable Agings Report in form reasonably acceptable to Lender, commencing with the month ending November 30, 2013.

4.7 Projections; Perfection Certificate. Furnish to Lender not later than forty-five (45) days after the end of each fiscal year commencing with the fiscal year ending January 31, 2014, projected balance sheets and income statements for the Borrower and its Subsidiaries on a consolidated basis for the subsequent fiscal year together with a narrative business plan relating thereto. Simultaneously with the delivery of the financial statements described in Section 4.3, the Borrower shall, and shall cause each of the other Credit Parties to, deliver a Perfection Certificate

updated to reflect all changes in the information set forth therein as of the date of such financial statements.

4.8 Minimum Availability. The Borrower shall maintain Availability equal to or in excess of Minimum Availability at all times.

4.9 Taxes. Pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums which by law if left unpaid would give rise to a Lien upon any of its assets, provided that (unless any item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, and if there is established an adequate reserve or other appropriate provision required by GAAP.

4.10 Operations. Continue its business operations in substantially the same manner as at present, except where such operations are rendered impossible by a fire, strike or other events beyond its control; keep its real and personal properties in good operating condition and repair ordinary wear and tear excepted; make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and comply with the provisions of all leases to which each Company is party or under which each Company occupies or holds real or personal property so as to prevent any loss or forfeiture thereof or thereunder.

4.11 Licenses. Maintain in full force and effect all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the conduct of its business except where the failure to maintain the foregoing could not reasonably be expected to have a Material Adverse Effect.

4.12 Insurance. At its own cost, obtain and maintain insurance against (a) loss, destruction or damage to its properties and business of the kinds and in the amounts customarily insured against by companies engaged in the same or similar business as the applicable Company in similar geographic areas and, in any event, sufficient in Lender's reasonable judgment to adequately protect Lender's interest in the Collateral, and (b) insurance against public liability and third party property damage of the kinds and in the amounts customarily insured against by businesses engaged in the same or similar business as the applicable Company in similar geographic areas. All such policies will (i) be issued by financially sound and reputable insurers, (ii) name Lender as an additional insured with respect to liability insurance and, where applicable, as loss payee under a Lender loss payable endorsement reasonably satisfactory to Lender, and (iii) will provide for thirty (30) days written notice to Lender before such policy is altered or canceled, except for ten (10) days notice of cancellation for non-payment. All of the insurance policies required hereby will be evidenced by one or more Certificates of Insurance delivered to Lender by Borrower on the Closing Date and at such other times as Lender may reasonably request from time to time.

4.13 Compliance with Laws. Except where non-compliance could not be reasonably expected to have a Material Adverse Effect, comply with all federal, state and local laws, regulations and orders applicable to each Company or its assets, including all Environmental Laws, and will promptly, and in any event within five Business Days, notify Lender of any violation of any law, regulation or order where such violation could reasonably be expected to have a material adverse effect on the condition of any Company financial or otherwise.

4.14 Environmental Violations.

(h) In the event that any Hazardous Substances are released (as that term is defined under Environmental Laws) at or from the Property, or are otherwise found to be in, on, under, about or migrating to or from the Property in violation of Environmental Laws or in excess of cleanup levels established under Environmental Laws, promptly, and in any event with five Business Days of any Company gaining knowledge of such release or other presence, notify Lender in writing and will promptly commence such action as may be appropriate or required by any Company with respect to such conditions, including, but not limited to, investigation, removal and cleanup thereof, and deposit with Lender cash collateral, letter of credit, bond or other assurance of performance in form, substance and amount reasonably acceptable to Lender to cover the cost of such action. Upon written request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such conditions, until such time as such conditions are fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

(i) In the event any Company receives notice of an Environmental Claim from any governmental agency or other third party alleging a violation of or liability under Environmental Laws with respect to the Property or such Company's activities or operations at the Property, promptly, and any event within five Business Days, notify Lender in writing and will commence such action as may be appropriate or required with respect to such Environmental Claim. Upon request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such Environmental Claim, until such claim has been fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

4.15 Acquisition of Assets. Other than any property subject to a Lien described in clause (e) of the definition of Permitted Lien, not acquire any assets, real or personal, unless such assets are automatically covered by the existing Security Documents or within ten days of such acquisition, the applicable Credit Party delivers to Lender a mortgage, pledge or security agreement to encumber such asset in favor of Lender.

4.16 Accounts. Maintain all deposit accounts at Lender, and maintain Lender as the sole bank of account of Parent, Borrower and their Subsidiaries; provided, however, that for a period of not more than sixty (60) days after the closing of any Permitted Acquisition, the applicable Permitted Target may maintain one or more deposit account with banks other than the Lender so long as any amounts credited to such accounts in excess of $50,000 are promptly and, in any event, within one Business Day transferred to an account of a Company maintained with Lender.

4.17 ERISA Compliance. Comply in all material respects with the applicable provisions of ERISA and furnish to Lender: (i) as soon as possible, and in any event within 30 days after any officer, member, manager, or general partner, as applicable, of any Company or any ERISA Affiliate knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of any Company to the PBGC in an aggregate amount exceeding $25,000, a statement of a financial officer setting forth details as to such Reportable Event and the action that such Company proposes to take with respect thereto, together with a copy of the notice of such Reportable Event, if any, given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice any Company or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant

to subsection (m) or (o) of Code Section 414) or to appoint a trustee to administer any such Plan, (iii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required installment or other payment with respect to a Plan, a statement of its financial officer setting forth details as to such failure and the action that such Company proposes to take with respect thereto together with a copy of any such notice given to the PBGC and (iv) promptly and in any event within 30 days after receipt thereof by any Company or any ERISA Affiliate from the sponsor of a Multiemployer Plan, a copy of each notice received by any Company or any ERISA Affiliate concerning (A) the imposition of Withdrawal Liability in an amount exceeding $25,000, or (B) a determination that a Multiemployer Plan is, or is expected to be, terminated or in reorganization, both within the meaning of Title IV of ERISA, and which, in each case, is expected to result in an increase in annual contributions of any Company or an ERISA Affiliate to such Multiemployer Plan in an amount exceeding $25,000.

4.18 Certain Notices. Notify Lender in writing within three Business Days after any Company has knowledge of (a) the occurrence of any Default or Event of Default, (b) the commencement of any litigation, investigation or proceeding which may exist at any time between any Company and any Person, including, without limitation, any governmental agency or authority, other than collection actions in the ordinary course to collect Accounts owed to a Company in amounts with respect to any single customer not to exceed $25,000 and, in the aggregate at anytime, not exceeding $100,000, and (c) any development that is reasonably expected to have a Material Adverse Effect.

4.19 Business Opportunities. Not divert any of its material business or opportunities to any other business entity in which any Company or its Affiliates may hold a direct or indirect interest.

4.20 IPP Consent. Within ten (10) days of the Closing Date, the Borrower shall provide a consent from the holder of the Seller Indebtedness to the execution and delivery of this Agreement and the other Loan Documents executed in connection herewith, in form and substance reasonably acceptable to Lender.

5. Negative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid and the Lender's Revolving Commitment has expired or been terminated, Borrower shall not, and shall not permit any other Company to:

5.1 Debt. Incur, or permit to exist, any Indebtedness other than: (a) the Loans and any subsequent Indebtedness to Lender; (b) the Subordinated Indebtedness, (c) so long as the Seller Subordination Agreement is in full force and effect, the Seller Indebtedness, (d) open account obligations incurred in the ordinary course of business having maturities of less than 90 days, (e) equipment leases and Indebtedness related to "purchase money security interest" purchases not to exceed $100,000 outstanding at any time which, if secured, are secured solely by the asset financed with such Indebtedness, (f) Indebtedness arising under leases of the Property and (g) subject to Section 5.9, Indebtedness consisting of intercompany loans and advances made by and among the Credit Parties, provided that each such Credit Party shall have executed and delivered to each other Credit Party, on the Closing Date, a demand note (collectively, the "Intercompany Notes") to evidence any such intercompany Indebtedness owing at any time by such Credit Party to each other Credit Party which Intercompany Notes shall be in form and substance reasonably satisfactory to Lender and shall be pledged and delivered to Lender pursuant to Security Agreement as additional collateral security for the Obligations.

5.2 Liens. Incur, create, assume, become or be liable in any way, or suffer to exist any Lien on any of its assets, now or hereafter owned, other than Permitted Liens.

5.3 Minimum Adjusted EBITDA. Permit Adjusted EBITDA as of the end of any fiscal quarter to be less than the amount set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

Four Quarters Ending	Amount
January 31, 2014 and each April 30, 2014, July 31, October 31 and January 31 thereafter;	$5,000,000

provided, however, that this Section 5.3 shall not be applicable with respect to the fiscal quarter ended October 31, 2013.

5.4 Fixed Charge Coverage Ratio. Permit its Fixed Charge Coverage Ratio for the fiscal quarter ending January 31, 2014 and each January 31, April 30, July 31 and October 31, thereafter to be less than 1.20:1 calculated quarterly on a trailing four (4) quarter basis; provided, however, that this Section 0 shall not be applicable with respect to the fiscal quarter ended October 31, 2013.

5.5 Funded Debt to Adjusted EBITDA. Permit its ratio of (a) Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis:

Four Quarters Ending	Ratio
January 31, 2014 and each April 30, July 31, October 31 and January 31 thereafter	3.50:1

or

(b) Senior Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis:

Four Quarters Ending	Ratio
January 31, 2014 and each April 30, July 31, October 31 and January 31 thereafter;	2.50:1

provided, however, that this Section 5.5 shall not be applicable with respect to the fiscal quarter ended October 31, 2013.

5.6 Ownership and Management. Permit (a) a Change of Control to occur, (b) Parent to own less than all of the issued and outstanding Capital Stock of Borrower or (c) permit any Person

other than the Borrower or another Credit Party to own any of the issued and outstanding capital stock of any Subsidiary.

5.7 Dividends. Declare or pay any Restricted Payment in respect of its Capital Stock; provided, however, that any Subsidiary of Borrower may make dividends or distributions to the Borrower.

5.8 Redemptions; Amendments. (a) Purchase, retire, redeem or otherwise acquire for value, directly or indirectly, shares of its Capital Stock, membership units, or partnership interests, now or hereafter outstanding or prepay any Indebtedness other than the Obligations (to the extent permitted hereunder) or (b) pay in cash any portion of the Seller Indebtedness directly or indirectly except to the extent expressly permitted by the Seller Subordination Agreement.

5.9 Investments. Except as set forth on Schedule 3.11, purchase or hold beneficially any stock, other securities or evidences of indebtedness of, or make any investment or acquire any interest whatsoever in, any other Person other than (a) a Permitted Acquisition, (b) investments in any Credit Party, (c) investments permitted by Section 5.13 and (d) short term investments of excess working capital invested in certificates of deposit or time deposits of the Lender.

5.10 Merger, Acquisition or Sale of Assets. Merge or consolidate with or into any other Person or acquire all or substantially all the assets of any Person, except (a) a Permitted Acquisition, (b) any consolidation or merger among Credit Parties; provided that to the extent that the Borrower is involved in such consolidation or merger, the Borrower is the surviving entity and (c) transactions described in Section 5.12.

5.11 Advances and Loans. Except as otherwise permitted by this Agreement, lend money, give credit or make advances (other than advances not to exceed $25,000 for any one employee and $100,000 in the aggregate outstanding at any time and other reasonable and ordinary advances to cover reasonable expenses of employees, such as travel expenses) to any Person, including, without limitation, Affiliates.

5.12 Subsidiaries. Acquire any Subsidiaries, create any Subsidiaries, or enter into any partnership or joint venture agreements; provided, however, that (a) the Borrower may create one or more Subsidiaries from time to time so long as Borrower owns all of the issued and outstanding Capital Stock of such Subsidiary at the time of the creation of such Subsidiary (and executes or amends and supplements the Pledge Agreement to provide for the grant and perfection of a security interest in such Capital Stock in favor of Lender), and such Subsidiary executes and delivers a Guaranty of the Obligations and a Security Agreement pledging its assets and properties as security for the Obligations, in each case, in form and substance reasonably acceptable to the Lender and (b) the Borrower may enter into partnership or joint venture agreement so long as (i) at the time of the execution of such partnership or joint venture agreement, the Borrower pledges its interest in the partnership or joint venture and (ii) the aggregate fair market value of all cash or other property invested in all such partnership or joint venture does not exceed $50,000 (net of cash returns on such partnership or joint venture).

5.13 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is on fair and reasonable terms no less favorable to such

Company than such Company would obtain in a comparable arm's length transaction with a non-Affiliate.

5.14 Asset Sales. Effect any Asset Sale, or agree to effect any Asset Sale, except that the following shall be permitted:

(a) disposition of used, worn out, obsolete or surplus property by any Company in the ordinary course of business or property exchanged for like property;

(b) Asset Sales; *provided* that the aggregate consideration received in respect of all other Asset Sales pursuant to this clause (b) shall not exceed $250,000 in any four consecutive fiscal quarters of Borrower and the Net Cash Proceeds of such Asset Sales are applied in accordance with Section 1.1(e)(ii); and

(c) Investments in compliance with Section 5.9.

5.15 No Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of such Company to create, incur, assume or suffer to exist any Lien upon any of its properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is granted for another obligation, except the following: (a) this Agreement and the other Loan Documents, (b) covenants in capital leases or agreements relating to purchase money financings prohibiting further Liens on the properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable law or (ii) restricts subletting or assignment of any lease governing a leasehold interest of the Borrower or a Subsidiary

5.16 Government Regulation. (a) Be or become subject at any time to any law, regulation, or list of any government agency (including, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower and its Subsidiaries or (b) fail to provide documentary and other evidence of Borrower's or its Subsidiaries' identity as may be requested by Lender at any time to enable Lender to verify such identity or to comply with any applicable law or regulation, including, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

6. Events of Default. Each of the following shall constitute an Event of Default hereunder:

6.1 Non-Payment. The nonpayment of any principal amount of any Loan when due, whether by acceleration or otherwise, or the nonpayment of any interest on any Loan when due or the nonpayment of any Rate Management Obligation when due or the nonpayment of any other Obligation within five days of the date when due;

6.2 Covenants. The default in the due observance of (a) the covenants set forth in Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.12, 4.15, 4.16, or 4.18, or Sections 5.1 through 5.16 inclusive or (b) any other covenant or agreement to be kept or performed by it under the terms of this Agreement or any of the Loan Documents and, in the case of clause (b), the failure or inability of it to cure such default within 15 days of the occurrence thereof;

6.3 Representations and Warranties. Any representation or warranty made by it in this Agreement, in any of the other Loan Documents or in any report, certificate, opinion, financial

statement or other document furnished in connection with the Obligations is false or erroneous in any material respect as of the date when made;

6.4 Bankruptcy, etc. Borrower or any other Company (a) dissolves or is the subject of any dissolution, a winding up or liquidation (except as permitted by this Agreement); (b) makes a general assignment for the benefit of creditors or generally fails to pay its debts as and when due; or (c) files or has filed against it a petition in bankruptcy, for a reorganization or an arrangement, or for a receiver, trustee or similar creditors' representative for any substantial portion of such Company's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and if filed against it, the same has not been dismissed or discharged within 60 days thereof;

6.5 Execution and Attachment. The commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against it or against any material portion of the Collateral;

6.6 Judgments. The entry of a final judgment for the payment of money involving more than $50,000 against Borrower or any other Company and the failure by it to discharge the same, or cause it to be discharged, within 30 days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment or the entry of one or more final monetary or non-monetary judgments or orders which, singly or in the aggregate, does or could reasonably be expected to: (a) cause a material adverse change in the value of the Collateral or the condition (financial or otherwise), operations, properties or prospects of the Parent, the Borrower and their Subsidiaries taken as a whole, (b) have a material adverse effect on the ability of any Company to perform its obligations under this Agreement or the other Loan Documents, or (c) have a material adverse effect on the rights and remedies of Lender under this Agreement or any other Loan Document;

6.7 Impairment of Security. (a) Any Loan Document or any transfer, grant, pledge, mortgage or assignment by the party executing a Security Document in favor of Lender ceases to be valid and binding except in accordance with its terms; (b) any party, other than Lender, to a Loan Document asserts that any Loan Document is not a legal, valid and binding obligation of it enforceable in accordance with its terms; (c) Lien purporting to be created by any of the Security Documents ceases to be or is asserted by any party to any Security Document (other than Lender) not to be a valid, perfected Lien subject to no Liens other than Liens not prohibited by this Agreement or any Security Document (unless it ceases to be valid by the action or inaction of Lender or as otherwise permitted by the terms of the Loan Documents); or (d) any Security Document is amended, subordinated, terminated or discharged, or any person is released from any of its covenants or obligations except to the extent that Lender expressly consents in writing thereto;

6.8 Other Indebtedness of Lender's Affiliates. A default with respect to any evidence of Indebtedness by Borrower or any other Company (other than to Lender pursuant to this Agreement) to any of Lender's Affiliates, if the effect of such default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof;

6.9 Other Indebtedness. (a) A Default or Event of Default shall occur under the Subordinated Indebtedness or (b) a default with respect to any evidence of Indebtedness of the Borrower in excess of $50,000 (other than to Lender or Lender's Affiliate), if the effect of such

default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof, or if any Indebtedness of Borrower in excess of $50,000 (other than to Lender or Lender's Affiliate) is not paid when due and payable, whether at the due date thereof or a date fixed for prepayment or otherwise (after the expiration of any applicable grace period);

then immediately upon the occurrence of any of the Event of Default described in Section 6.4 and at the option of the Lender upon the occurrence of any other Event of Default and during the continuance thereof, the Loan, the Note and all other Obligations immediately will mature and become due and payable and any commitment to make Revolving Credit Loans will terminate, in each case, without presentment, demand, protest or notice of any kind which are hereby expressly waived. After the occurrence of any Event of Default and during the continuance thereof, Lender is authorized without notice to anyone to offset and apply to all or any part of the Obligations all moneys, credits and other property of any nature whatsoever of Borrower or any other Company now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with (whether held by Borrower or such Company individually or jointly with another party), Lender or any of Lender's Affiliates. The rights and remedies of Lender upon the occurrence of any Event of Default and during the continuance thereof will include but not be limited to all rights and remedies provided in the Security Documents and all rights and remedies provided under applicable law. Borrower waives any requirement of marshalling of the assets covered by the Security Documents upon the occurrence of any Event of Default. Upon or at any time after the occurrence of an Event of Default and during the continuance thereof, Lender may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Lender will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Loan Agreement or any Security Documents to Lender.

7. Conditions Precedent.

7.1 Conditions Precedent to Initial Loan. The obligation of Lender to make the initial Loan to Borrower under this Agreement on the Closing Date is subject to the satisfaction or waiver of the following conditions precedent (in form, substance and action as is satisfactory to Lender, in its sole discretion):

(a) Certified Copies of Charter Documents. Lender shall have received from each Credit Party a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of each of the charter or other organization documents of such Credit Party as in effect on such date of certification (together with all, amendments thereto) and a certificate from the Secretaries of State of Ohio, Delaware and Georgia as to the "good standing" of the Borrower and each other Credit Party;

(b) Proof of Appropriate Action. Lender shall have received from each Credit Party, a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of the records of all action taken by such Credit Party to authorize the execution and delivery of this Agreement and any other Loan Document entered into on the Closing

Date and to which it is a party or is to become a party as contemplated or required by this Agreement, and its performance of all of its agreements and obligations under each of such documents;

(c) Incumbency Certificates. Lender shall have received from each Credit Party, an incumbency certificate, dated the Closing Date, signed by a duly authorized officer of such Credit Party and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of such Credit Party, this Agreement and each of the other Loan Documents to which such Credit Party is or is to become a party on the Closing Date, and to give notices and to take other action on behalf of such Credit Party under such documents;

(d) Loan Documents, Etc. (i) The Note and the other Loan Documents shall have been duly and properly authorized, executed and delivered to the Lender by the respective party or parties thereto and shall be in full force and effect on and as of the Closing Date and (ii) Lender shall be satisfied with the due diligence associated with the preparation of the Loan Documents;

(e) Legality of Transactions. No change in applicable law shall have occurred as a consequence of which it shall have become and continue to be unlawful for Lender to perform any of their agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents, or for any Credit Party to perform any of its agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents;

(f) Repayment of Indebtedness. Lender shall have received evidence of the repayment or defeasance of all Indebtedness (other than any Indebtedness set forth on Schedule 3.16 which is specified to survive the Closing Date) and the release of all Liens securing such Indebtedness.

(g) Consents. Lender shall have received from each Credit Party the copies of all consents necessary for the completion of the transactions contemplated by this Agreement, the Note, each of the other Loan Documents, and all instruments and documents incidental thereto;

(h) Subordinated Indebtedness. The Borrower, Parent and each other Credit Party shall have executed and delivered an amendment to the Subordinated Credit Agreement;

(i) Closing Availability. After giving effect to the initial borrowing of the Term Loan and the Revolving Credit Loans on the Closing Date, Availability shall not be less than Minimum Availability.

(j) Closing Fees and Expenses. Borrower shall have paid all fees and expenses due hereunder including the fees and expenses due pursuant to Section 8;

(k) Changes; None Adverse. From the date of the Current Financial Statements to the Closing Date, no changes shall have occurred in the assets, liabilities, financial condition, business, operations or prospects of any Company which, individually or in the aggregate, are materially adverse to the Parent, the Borrower and their Subsidiaries taken as a whole;

(l) Financial Statements and Other Information. Lender shall have received the Current Financial Statements certified by an officer of each Company, and Lender shall have been satisfied that such Current Financial Statements accurately reflect the financial status and condition of each Company;

(m) UCC Searches. Lender shall have received a report from a UCC search firm acceptable to Lender describing any effective financing statements, judgment liens, tax liens or any other Lien and Lender shall be satisfied with the nature and extent of such Liens;

(n) Insurance Certificates. The Lender shall have received insurance certificates evidencing the coverage required by Section 4.12 hereof;

(o) Additional Materials. Lender shall have received such additional documents, instruments or agreements as Lender may reasonably request.

7.2 Additional Advances. Lenders obligation to make any Loan, including the initial advance is subject to the condition precedent that:

(a) No Defaults. There does not exist any Default or Event of Default;

(b) Accuracy. The representations and warranties contained in this Agreement, the Security Documents, and in each other Loan Document or provided by a third party at the request of Borrower, and in any document delivered in connection therewith will be true and accurate on and as of such date (unless such representation or warranty specifically relates to an earlier date in which case, such representation or warranty shall have been true and correct as of such earlier date) in all material respects; and

(c) Other Documents. Lender will have received such other documents, instruments or agreement as Lender may reasonably request.

7.3 Borrowing Representations. Each borrowing by Borrower hereunder will constitute a representation and warranty by Borrower as of the date of such borrowing that the conditions set forth in Section 7.1 and 7.2 have been satisfied.

8. Closing Expenses. Borrower will pay Lender immediately upon the execution of this Agreement all expenses and Attorneys' Fees incurred by Lender in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby, together with all: (a) recording fees and taxes; (b) survey, appraisal and environmental report charges; and (c) title search and title insurance charges, including any stamp or documentary taxes, charges or similar levies which arise from the payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement. If Borrower fails to pay such fees, Lender is entitled to disburse such sums as an advance under any Note.

9. Post-Closing Expenses. To the extent that Lender incurs any costs or expenses in protecting or enforcing its rights under the Loan Documents or observing or performing any of the conditions or obligations of Borrower or any other Credit Party thereunder, including but not limited to reasonable Attorneys' Fees in connection with litigation, preparation of amendments or waivers, present or future stamp or documentary taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement, such costs and expenses will be due on demand, will be included in the Obligations and will bear interest from the incurring or payment thereof at the Default Rate.

10. Representations and Warranties to Survive. All representations, warranties, covenants, indemnities and agreements made by Borrower and the other Credit Parties herein and in the Security Documents will survive the execution and delivery of this Agreement, the Security Documents and the issuance of any Note.

11. Definitions. For purposes hereof:

11.1 Accounting Terms; UCC. Each accounting term not defined or modified herein will have the meaning given to it under generally accepted accounting principles in effect in the United States of America from time to time ("GAAP"). All other terms contained in this Agreement and not otherwise defined herein will, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code of the State of Minnesota to the extent the same are defined therein.

11.2 Other Terms. The following terms shall have the meanings specified below:

"Accounts Payable Agings Report" means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender the agings of Borrower's accounts payable.

"Accounts Receivable Agings Report" means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender agings of Borrower's Accounts.

"Acquisition Agreement" means, in the case of a Permitted Acquisition, the Stock Purchase Agreement, Asset Purchase Agreement or similar governing document between the applicable Credit Party and the Permitted Target and/or the shareholders of the Permitted Target.

"Acquisition Documents" has the meaning set forth in Section 3.20.

"Adjusted EBITDA" means, for Parent and its Subsidiaries, on a consolidated basis, for any period, net income (determined in accordance with GAAP) *plus*, (i) in each case to the extent deducted in determining net income, (a) interest expense, income tax expense, depreciation and amortization, non-cash share-based compensation expense and other extraordinary, non-cash expense, (b) non-recurring expense relating to the write-down of capitalized software development costs, (c) transaction fees, costs and expenses incurred in connection with a Permitted Acquisition in an aggregate amount not to exceed $400,000 of which 25%, 50%, 75% and 100% of such fees, costs and expenses shall be included in the period incurred for purposes of the calculation of Adjusted EBITDA for the four quarterly periods following the consummation of the Permitted Acquisition, *minus*, (ii) to the extent included in determining net income, any non-cash gains.

"Adjusted LIBO Rate" means, as of any date of determination, an interest rate per annum equal to the rate obtained by dividing (x) the LIBO Rate in effect from time to time by (y) a percentage equal to one hundred percent (100%) minus the Reserve Percentage.

"Affiliate" means any Person under common control or having similar equity holders owning at least ten percent (10%) thereof, whether such common control is direct or indirect. All of any Person's direct or indirect parent corporations, partners, Subsidiaries, and the officers, shareholders, members, directors and partners of any of the foregoing and persons related by blood or marriage to any of the foregoing will be deemed to be a Person's Affiliates for purposes of this Agreement.

"Applicable Margin" means (a) in the case of Revolving Credit Loans, three and one-half percent (3.50%) and (b) in the case of the Term Loan, four and three-quarters percent (4.75%).

"Asset Sale" shall mean (a) any conveyance, sale, lease, sublease, assignment, transfer or other disposition (including by way of merger or consolidation and including any sale and leaseback) of any property excluding sales of inventory and dispositions of cash and cash equivalents, in each case, in the ordinary course of business, by Borrower or any of its Subsidiaries and (b) any issuance or sale of any Capital Stock of Parent, Borrower or any Subsidiary of Parent or Borrower, in the case of either (a) or (b), to any person other than (i) Borrower or (ii) any other Credit Party.

"Attorneys' Fees" means all fees, costs and expenses of the attorneys (and all paralegals and other staff employed by such attorneys) employed by Lender from time to time to: (i) take any action in or with respect to any suit or proceedings (bankruptcy or otherwise) relating to the Collateral or this Agreement; (ii) protect, collect, lease or sell, any of the Collateral; (iii) attempt to enforce any Lien on any of the Collateral or to give any advice with respect to such enforcement; (iv) enforce any of Lender's rights to collect any of the Obligations; (v) give Lender advice with respect to this Agreement, including but not limited to advice in connection with any default, workout or bankruptcy; (vi) prepare any amendments, restatements or waivers to this Agreement or any of the documents executed in connection with any of the Obligations.

"Availability" means, at any time, the sum of (a) the Maximum Amount *minus*, the sum of the principal amount of the outstanding Revolving Credit Loans at such time and (b) unrestricted cash of the Credit Parties credited to one or more accounts of a Credit Party maintained with Lender.

"Base Rate" means, for any day, a rate per annum equal to the sum of (a) in the case of Revolving Credit Loans, three and one-quarter percent (3.25%) and, in the case of the Term Loan, four and one-half percent (4.50%) and (b) the greatest of (i) the Prime Rate in effect on such day and (ii) the weighted average of the rates on overnight federal funds transactions, as published by the Federal Reserve Bank of New York in effect for any such day (or if such day is not a Business Day, the immediately preceding Business Day) plus ½ of 1% and (iii) the Adjusted LIBO Rate on such day (or if such date is not a LIBOR Business Day, the immediately preceding LIBOR Business Day) plus 1.0%. Any change in the Base Rate due to a change in the Prime Rate or the Federal funds rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal funds rate or the Adjusted LIBO Rate.

"Business Day" means any day excluding Saturday, Sunday and any other day on which banks are required or authorized to close in Cincinnati, Ohio.

"Capital Stock" means with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the Closing Date.

"Change of Control" means

(a) any "Person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), together with its Affiliates, is or becomes the beneficial owner (as defined in

Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause such Person or group shall be deemed to have "beneficial ownership" of all securities that such Person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of an amount of Capital Stock of Parent entitled to 35% or more of the total voting power of Parent; or

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Parent (together with any new directors whose election to such Board of Directors or whose nomination for election was approved by a vote of a majority of the members of the Board of Directors of Parent, which members comprising such majority are then still in office and were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of Parent.

For purposes of this definition, a Person shall not be deemed to have beneficial ownership of Capital Stock subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

"Closing Date" means the first Business Day on which the conditions specified in Sections 7.1 and 7.2 have been satisfied.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means any property, real or personal, tangible or intangible, now or in the future securing the Obligations, including but not limited to the "Collateral" as defined in the Security Agreement and the "Collateral" as defined in the Pledge Agreement.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Company" means collectively, the Parent, Borrower and each of their respective Subsidiaries.

"Credit Party" means collectively, the Borrower and each Guarantor.

"Current Financial Statements" means (a) as of the Closing Date, the audited financial statements of the Borrower for the period ended January 31, 2013 and the unaudited financial statements of the Borrower for the period ended October 31, 2013 which such financial statement shall comply with Section 4.2 or 4.3, and, in the case of any Permitted Acquisition, the audited (if available) financial statements of the Permitted Target for its most recently ended fiscal year and the unaudited financial statements of the Permitted Target for its most recently ended fiscal quarter and (b) at any other time, the most current financial statements, tax returns and other documents with respect to Borrower delivered to Lender pursuant to Section 4.

"Debtor" means all Persons obligated with respect to an Account, General Intangible or Payment Intangible, including any guarantor or surety.

"Default" means any event or condition that with the passage of time or giving of notice, or both, would constitute an Event of Default.

"Default Rate" means four percent (4%) per annum plus the highest rate of interest that would otherwise be in effect with respect to any Loan but not more than the highest rate permitted by applicable law.

"Eligible Accounts" means, as of the relevant date of determination, those trade accounts arising in the ordinary course of business that: (i) shall be due and payable within 90 days from the invoice date, (ii) have been validly assigned to Lender and in which Lender has a first priority, perfected security interest, (iii) strictly comply with all of Borrower's warranties and representations to Lender in the Loan Documents, (iv) with regard to which Borrower strictly complies with its covenants with Lender in the Loan Documents and (v) with respect to which goods or services give rise to such account have been shipped or performed and accepted by the Account Debtor; provided that Eligible Accounts shall not include the following: (a) Accounts with respect to which the Account Debtor is a shareholder, officer, employee or agent of Parent, Borrower or any Subsidiary, or a corporation more than 5% of the stock of which is owned by any of such persons; (b) Accounts with respect to which the Account Debtor is not a resident of the United States or Canada; (c) Accounts with respect to which the Account Debtor is the United States or any department, agency or instrumentality of the United States unless Borrower has assigned its interests in such Accounts to Lender pursuant to Federal Assignment of Claims Act or Lender has expressly waived that requirement with respect to specific receivables; (d) Accounts with respect to which the Account Debtor is any State of the United States or any city, town municipality or division thereof that requires Borrower to support its obligations to such Account Debtor with a performance bond issued by a surety company; (e) Accounts with respect to which the Account Debtor is a subsidiary of, related to, affiliated or has common officers or directors with Borrower, (f) any Accounts of a particular Account Debtor if Borrower is or may become liable to that Account Debtor for goods sold or services rendered by that Account Debtor to Borrower or if such Account Debtor has any other right of set off against Borrower, (g) any Accounts owed by a particular Account Debtor, other than the U.S. Government, or a department or agency thereof, which exceed 20% of all Eligible Accounts; (h) any and all Accounts owed by a particular Account Debtor more than 90 days old from the invoice date; (i) any Accounts owed by an Account Debtor who does not meet Lenders standards of creditworthiness, in Lender's sole credit judgment exercised in good faith; (j) any Accounts owed by any Account Debtor which has filed or has had filed against it a petition for bankruptcy, insolvency, reorganization or any other type of relief under insolvency laws; (k) any Accounts owed by an Account Debtor which has made an assignment for the benefit of creditors; (l) any Accounts owed by an Account Debtor if more than 25% of the Account(s) of such Account Debtor have remained due or unpaid for more than 90 days after the date of the original invoice issued by the Borrower, with respect to the sale giving rise thereto and (m) any Accounts deemed to be ineligible by Lender based upon credit and collateral considerations as Lender may deem appropriate, in Lender's sole judgment exercised in good faith.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is a member of a group of which Borrower is a member and which is treated as a single employer under Section 414 of the Code.

"ERISA" means the Employee Retirement Income Security Act of 1974, or any successor statute, as amended from time to time.

"Event of Default" means any of the events listed in Section 6.

"Excluded Swap Obligation" means any Swap Obligation if, and to the extent that, all or a portion of any guaranty or collateral pledge with respect to the Obligations is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of any Credit Party's failure for any reason to constitute a Qualified ECP Guarantor at the time this Agreement, or any other Loan Document becomes effective with respect to such Swap Obligation; provided, that, if a Swap Obligation arises under a master agreement governing more than one swap, the foregoing exclusion shall only apply to the portion of the Swap Obligation that is attributable to swaps for which such guaranty or collateral pledge is or becomes illegal.

"Fixed Charge Coverage Ratio" means for Parent and its Subsidiaries, on a consolidated basis, in each case, without duplication, for any period, the ratio of (a) Adjusted EBITDA minus the sum of (i) Unfunded Cap Ex, (ii) income tax paid in cash, (iii) dividends and other distributions paid in cash plus, to the extend deducted in determining net income for such period, the principal amount of the Seller Indebtedness, to (b) the sum of (i) interest expense (including the interest portion of any lease which is capitalized in accordance with GAAP) payable in cash, plus (ii) all principal payments with respect to Indebtedness that were paid or were due and payable (including the principal portion of any lease which is capitalized in accordance with GAAP).

"Formula Amount" means 80% (or such lesser percentage as Lender shall determine based on its reasonable credit judgment) of the net amount of Borrower's Eligible Accounts.

"Funded Debt" means the principal amount of (i) all obligations owing in respect of the Loans, (ii) all obligations owing in respect of the Subordinated Loan and (iii) any other Indebtedness other than Indebtedness which is subordinate to the prior payment of the Loan pursuant to a subordination agreement in form and substance satisfactory to the Lender including the Seller Indebtedness so long as the Seller Subordination Agreement is in full force and effect.

"Guarantor" means each of (a) Parent and (b) each Subsidiary of the Borrower, whether now existing or hereafter created.

"Hazardous Wastes", "hazardous substances" and "pollutants or contaminants" means any substances, waste, pollutant or contaminant now or hereafter included with any respective terms under any now existing or hereinafter enacted or amended federal, state or local statute, ordinance, code or regulation, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA").

"Indebtedness" of any Person means (in each case, whether such obligation is with full or limited recourse but if with limited recourse, to the amount of such recourse) (i) any obligation of such Person for borrowed money, (ii) any obligation of such Person evidenced by a bond, debenture, note or other similar instrument, (iii) any obligation of such Person to pay the deferred purchase price of property or services, except a trade account payable that arises in the ordinary course of business but only if and so long as the same is payable on customary trade terms, (iv) any obligation of such Person as lessee under a capital lease which is capitalized in accordance with GAAP, (v) any capital stock of such Person which is required to be redeemed by such Person upon the occurrence of any event not within the control of such Person or at any date, (vi) any obligation of such Person to purchase securities or other property that arises out of or in connection with the sale of the same or substantially similar securities or property, (vii) any non-contingent obligation of such Person

to reimburse any other Person in respect of amounts paid under a letter of credit or other guaranty issued by such other Person to the extent that such reimbursement obligation remains outstanding after it becomes non-contingent, (viii) any obligations under any Rate Management Agreement except that if any Rate Management Agreement relating to such obligation provides for the netting of amounts payable by and to the applicable Person thereunder or if any such Rate Management Agreement provides for the simultaneous payment of amounts by and to the applicable Person, then, in each such case, the amount of such obligation shall be the net amount thereof, (ix) any Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any asset of such Person and (x) any Indebtedness of others guaranteed by such Person.

"Lender's Affiliate" means any person, partnership, joint venture, company or business entity under common control or having similar equity holders owning at least ten percent (10%) thereof with Lender, whether such common control is direct or indirect. All of Lender's direct or indirect parent corporations, sister corporations, and subsidiaries will be deemed to be a Lender's Affiliate for purposes of this Agreement.

"LIBO Rate" means the rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) calculated by the Lender in good faith, which Lender determines with reference to the rate per annum at which deposits in United States dollars are offered by prime banks in the London interbank eurodollar market two LIBOR Business Days prior to the first day of each month, based on an interest period of one month.

"LIBOR Business Day" means a day on which dealings are carried on in the London interbank eurodollar market.

"Lien" means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind, including the interest of vendors and lessors under conditioned sales contracts and capitalized leases.

"Loan Documents" means this Agreement, the Note, the Security Documents, the Guaranty, all Rate Management Agreements and each other document or agreement executed in connection herewith and the "Loan Documents" under and as defined in the Subordinated Credit Agreement.

"Loan" means, collectively, any and all Revolving Credit Loans and the Term Loan.

"Material Adverse Effect" means a material adverse effect on the business, property, operations, prospects or conditions (financial or otherwise) of the Credit Parties taken as a whole.

"Minimum Availability" means on the Closing Date, at all times thereafter, $1,000,000.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Net Cash Proceeds" means (a) with respect to any Asset Sale (other than any issuance or sale of Capital Stock), the cash proceeds received by Parent or any of its Subsidiaries (including

cash proceeds subsequently received (as and when received by Parent or any of its Subsidiaries) in respect of non-cash consideration initially received) net of (i) selling expenses (including reasonable brokers' fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and Borrower's good faith estimate of income taxes paid or payable in connection with such sale); (ii) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations associated with such Asset Sale (*provided* that, to the extent and at the time any such reserve is reduced and the amount of such reduction is not applied to pay such liabilities or obligations, such amounts shall constitute Net Cash Proceeds); and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by a Lien on the properties sold in such Asset Sale and which is repaid in cash with such proceeds (it being understood that any such Indebtedness assumed by the purchaser of such properties is not repaid) and, in the case of a sale and leaseback, the amount actually paid to acquire the applicable assets if such acquisition occurs substantially at the same time as the relevant Asset Sale and (b) with respect to any issuance or sale of Capital Stock by Parent or any Subsidiary of Parent, the cash proceeds thereof, net of customary fees, commissions, costs and other expenses incurred in connection therewith and any reserves, in accordance with GAAP, against costs, fees and expenses permitted to be deducted pursuant hereto but which are not yet due and payable or for which a final amount is not available (provided that to the extent and at the time any reserve is reduced and the amount of such reduction is not applied to pay such fees, costs and expenses, such amounts shall constitute Net Cash Proceeds).

"Note" means any note, now or in the future, between Borrower and Lender, and will include any amendments made thereto and restatements thereof, extensions and replacements, including the Revolving Credit Note and the Term Note.

"Obligations" means and include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Lender or any of Lender's Affiliates, from Borrower of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, including but not limited to those arising under: (i) this Agreement and the other Loan Documents, (ii) any and all Rate Management Agreements (including all Rate Management Obligations) (other than any Excluded Swap Obligation), (iii) any obligation of Borrower to Lender or any Lender's Affiliate under any other interest rate swap, cap, collar, floor, option, forward, or other type of interest rate protection, foreign exchange or derivative transaction agreement, (iv) the Note, (v) under any other agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment, participation, purchase, negotiation, discount or otherwise), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising and whether or not contemplated by Borrower or Lender or any Lender's Affiliate on the Closing Date; and as to all of the foregoing, including any amendments, modifications, or superceding documents to each of the foregoing; and all charges, expenses, fees, including but not limited to reasonable Attorneys' Fees, and any other sums chargeable to Borrower under any of the Obligations. In addition to the foregoing and not in limitation thereof, if Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Agreement, or to discharge any lien prohibited hereby, or to comply with any other Obligation, Lender may, but will not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower will be deemed Obligations.

"Parent" means Streamline Health Solutions, Inc., a Delaware corporation.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" means each Article 9 Certificate dated as of the Closing Date executed by the Borrower and each other Credit Party and each supplement thereto delivered pursuant to Section 4.7.

"Permitted Acquisition" means the acquisition by the Borrower or any of its Subsidiaries of all or substantially all of the assets of, or all of the issued and outstanding capital stock of, a Permitted Target to which the Lender shall have consented which such consent may be withheld in Lender's sole and absolute discretion and which such consent may include such additional financial, operational and other conditions and document delivery requirements as Lender shall determine are necessary or appropriate.

"Permitted Target" means a Person with operations or a business line in the same business as, or a substantially related business to, the operations and business of the Borrower and its Subsidiaries as then being conducted.

"Permitted Liens" means:

(a) liens securing the payment of taxes or assessments, either not yet due or the validity of which is being contested in good faith by appropriate proceedings, and as to which the applicable Credit Party has set aside on its books adequate reserves to the extent required by GAAP;

(b) deposits under workers' compensation, unemployment insurance and social security laws or public liability laws or similar legislation, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

(c) liens imposed by law, such as carrier's, warehousemen's or mechanics' liens, incurred by the applicable Credit Party in good faith in the ordinary course of business;

(d) liens in favor of Lender;

(e) liens securing purchase money Indebtedness or other equipment financing permitted by the terms hereof so long as such liens do not extend to any assets other than the assets financed with such Indebtedness;

(f) reservations, exceptions, encroachments and other similar title exceptions or encumbrances affecting real properties, provided such do not materially detract from the use or value thereof as used by the owner thereof;

(g) liens by a bank on deposit accounts of the applicable Credit Party at such bank that arise by operation of law, and that are otherwise in compliance with the terms of this Agreement;

(h) any attachment or judgment lien not constituting an Event of Default under Section 6.6; and

(i) zoning restrictions, easements, licenses, or other restrictions on the use of any real estate or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value, or marketability of such real estate.

"Person" means an individual, a corporation, a limited liability company, an association, a partnership, a trust or estate, a joint stock company, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity.

"Pledge Agreement" means the Pledge Agreement dated as of December 7, 2011 among Parent, Borrower and Lender.

"Prime Rate" means the rate of interest per annum announced to be the Prime Rate from time to time by Lender at its principal office in Cincinnati, Ohio whether or not Lender will at times lend to borrowers at lower rates of interest, or, if there is no such Prime Rate, then its base rate or such other rate as may be substituted by Lender for the Prime Rate.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, the applicable Credit Party or any other Person obligated with respect to, or pledging Collateral to secure, such Swap Obligations has total assets exceeding $10,000,000 at the time such Swap Obligation is incurred or such Credit Party or such other Person otherwise constitutes an "Eligible Contract Participant" as that term is defined under the Commodity Exchange Act or any regulations promulgated thereunder.

"Rate Management Agreement" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (*e.g.*, equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower and Lender or any of Lender's Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

"Rate Management Obligations" means any and all obligations of Borrowers to Lender or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement, excluding Excluded Swap Obligations.

"Reportable Event" means any reportable event as defined in Section 4043(b) of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414).

"Restricted Payment" with respect to any Person means that such Person has declared or paid a dividend or returned any equity capital to the holders of its Capital Stock or authorized or

made any other distribution, payment or delivery of property or cash to the holders of its Capital Stock as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Capital Stock outstanding (or any options or warrants issued by such Person with respect to its Capital Stock), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the Capital Stock of such Person outstanding (or any options or warrant issued by such Person with respect to its Capital Stock). Without limiting the foregoing, "Dividends" with respect to any Person shall also include all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

"Reserve Percentage" means that percentage which is specified by the Board of Governors of the Federal Reserve System (or any successor) or any other governmental or quasi-governmental authority with jurisdiction over the Lender for determining the maximum reserve requirement (including, but not limited to, any basic, supplemental, marginal, or emergency reserve requirement) for Lender with respect to liabilities or assets constituting or including (among other liabilities) "Eurocurrency liabilities" (as defined in Regulation D of the Board of Governors of the Federal Reserve System) applicable hereto.

"Revolving Commitment" of the Lender means Five Million Dollars ($5,000,000).

"Security Documents" means the agreements, pledges, mortgages, guarantees, or other documents delivered by Borrower or any other person or entity to Lender or Lender's Affiliate previously, now or in the future to encumber the Collateral in favor of Lender or Lender's Affiliate, and all amendments thereto and restatements thereof, including, without limitation, the Security Agreement and the Pledge Agreement executed pursuant hereto.

"Seller Indebtedness" means Indebtedness of the Company to IPP Holding Company, LLC (f/k/a Interpoint Partners, LLC) pursuant to the Subordinated Promissory Note dated November 20, 2013 in the original principal amount of $900,000.

"Seller Subordination Agreement" means the Amended and Restated Subordination Agreement dated as of November 20, 2013 among Lender, IPP Holding Company, LLC (f/k/a Interpoint Partners, LLC), the Parent and IPP Acquisition, LLC.

"Senior Funded Debt" means the principal amount of (i) all obligations owing in respect of the Loans and (ii) all obligations owing in respect of the Subordinated Loan.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time

shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Subordinated Credit Agreement" means the Subordinated Credit Agreement dated as of December 7, 2011 between Borrower and Fifth Third Bank.

"Subordinated Indebtedness" means the loans and other Indebtedness of Borrower to Fifth Third Bank evidenced by the Subordinated Credit Agreement.

"Subsidiaries" means a corporation, limited liability company, partnership or other similar entity of which shares of stock, membership interests or other voting interests having ordinary voting power to elect a majority of the Board of Directors, managers or similar governing body of such Person are at the time owned, or the management of which is otherwise controlled, directly or indirectly (including as a result of the Borrower or one of its Subsidiaries being the general partner of such Person) through one or more intermediaries, or both, by Parent.

"Swap Obligation" means any Rate Management Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Term Loan Maturity Date" means December 1, 2018; provided, however, that if prior to June 30, 2014 the maturity date for the Subordinated Indebtedness is not extended to a date on or after December 1, 2018, the Term Loan Maturity Date shall be July 16, 2014.

"Undrawn Amount" means at any time the Revolving Commitment minus the sum of the aggregate principal amount of each Revolving Loan made by Lender and outstanding at such time, but in no event, less than zero

"Unfunded Cap Ex" means with respect to any fiscal quarter, the greater of (a) the gross purchase price or capitalized cost of capital equipment purchased or incurred during such fiscal quarter which is not financed by a third party other than Lender, the lender under the Subordinated Credit Agreement or any of Lender's Affiliates, including all capitalized software development costs and (b) zero; provided, however, that for purposes of calculating the Fixed Charge Coverage Ratio, Unfunded Cap Ex for capitalized software cost relating to the Software License and Royalty Agreement between Borrower and Montefiore Medical Center dated October 25, 2013 shall be the greater of (i) such capitalized software cost relating to such Software License and Royalty Agreement minus $3,000,000 and (ii) zero.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

12. General.

12.1 Indemnity. Borrower will indemnify, defend and hold harmless Lender, its directors, officers, counsel and employees, from and against all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including all accounting fees and Attorneys' Fees reasonably incurred), that Lender or any such indemnified party may incur arising under or by reason of this Agreement or any act hereunder or with respect hereto or thereto including but not limited to any of the foregoing relating to any act, mistake or failure to act in perfecting, maintaining,

protecting or realizing on any Collateral or Lien thereon except to the extent such losses are determined by a final order of a court of competent jurisdiction to be the result of (a) the willful misconduct or gross negligence of such indemnified party or (b) a material breach by such indemnified party of its express obligations to a Credit Party under the Loan Documents. Without limiting the generality of the foregoing, Borrower agrees that if, after receipt by Lender of any payment of all or any part of the Obligations, demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by Borrower in payment or on account of the Obligations and Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body, or by reason of any settlement or compromise of any such demand, this Agreement will continue in full force and effect and Borrower will be liable, and will indemnify, defend and hold harmless Lender for the amount or amounts so repaid. The provisions of this Section will be and remain effective notwithstanding any contrary action which may have been taken by Borrower in reliance upon such payment, and any such contrary action so taken will be without prejudice to Lender's rights under this Agreement and will be deemed to have been conditioned upon such payment having become final and irrevocable. The provisions of this Section will survive the expiration or termination of this Agreement.

12.2 Continuing Agreement. This Agreement is and is intended to be a continuing Agreement and will remain in full force and effect until the Loan is finally and irrevocably paid in full and this Agreement is terminated by a writing signed by Lender specifically terminating this Agreement.

12.3 No Third Party Beneficiaries. Nothing express or implied herein is intended or will be construed to confer upon or give any Person other than the parties hereto, any right or remedy hereunder or by reasons hereof.

12.4 No Partnership or Joint Venture. Nothing contained herein or in any of the agreements or transactions contemplated hereby is intended or will be construed to create any relationship other than as expressly stated herein or therein and will not create any joint venture, partnership or other relationship.

12.5 Waiver. No delay or omission on the part of Lender to exercise any right or power arising from any Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such Event of Default or any acquiescence therein nor will the action or nonaction of Lender in case of such Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature. No disbursement of the Loan hereunder will constitute a waiver of any of the conditions to Lender's obligation to make further disbursements; nor, in the event that Borrower is unable to satisfy any such condition, will any such disbursement have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default.

12.6 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder will be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by telecopy or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Lender: Fifth Third Bank
38 Fountain Square Plaza – MD 109047
Cincinnati, OH 45263
Fax: (513) 534-5080
Attention: Daniel G. Feldmann
Email: Dan.Feldmann@53.com

To any Credit Party: Streamline Health, Inc.
1230 Peachtree Street, NE
Suite 1000
Atlanta, GA 30309
Fax: (404) 446-0059
Attention: Senior Vice President and Chief Financial Officer
Email: nicholas.meeks@streamlinehealth.net

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by telecopy on the day on which transmitted and confirmation of transmission is received, or if sent by overnight courier service, on the earlier of the day when confirmation of delivery is provided by such service or when actually received by such party, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail. The Lender will use commercially reasonable efforts to provide notice to the email addresses set forth above but the failure to provide notice to such addresses will not affect the validity of any such notice.

12.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, provided, however, that Borrower may not assign this Agreement in whole or in part without the prior written consent of Lender and Lender at any time may assign this Agreement in whole or in part. Lender shall use commercially reasonable efforts to provide notice of any assignment but the failure to provide such notice shall not affect the validity of such assignment or the Obligations of the Borrower hereunder.

12.8 Modifications. This Agreement, the Note and the other Loan Documents, constitute the entire agreement of the parties and supersede all prior agreements and understandings regarding the subject matter of this Agreement, including but not limited to any proposal or commitment letters. No modification or waiver of any provision of this Agreement, any Note, or any of the other Loan Documents, nor consent to any departure by Borrower therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in the same, similar or other circumstance.

12.9 Remedies Cumulative. No single or partial exercise of any right or remedy by Lender will preclude any other or further exercise thereof or the exercise of any other right or remedy. All remedies hereunder and in any instrument or document evidencing, securing,

guaranteeing or relating to any Loan or now or hereafter existing at law or in equity or by statute are cumulative and none of them will be exclusive of the others or any other remedy. All such rights and remedies may be exercised separately, successively, concurrently, independently or cumulatively from time to time and as often and in such order as Lender may deem appropriate.

12.10 Illegality. If fulfillment of any provision hereof or any transaction related hereto or of any provision of the Note or the Security Documents, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provisions hereof pertaining to repayment of the Obligations operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only will be void, as though not herein contained, and the remainder of this Agreement will remain operative and in full force and effect; and if such provision pertains to repayment of the Obligations, then, at the option of Lender, all of the Obligations of Borrower to Lender will become immediately due and payable.

12.11 Gender, etc. Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.

12.12 Headings. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.

12.13 Time. Time is of the essence in the performance of this Agreement.

12.14 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile or other electronic transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile or other electronic transmission.

12.15 Governing Law. This Loan Agreement has been delivered and accepted at and will be deemed to have been made in Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

12.16 JURISDICTION. BORROWER HEREBY IRREVOCABLY AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN HAMILTON COUNTY, OHIO, AND BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND ANY OBJECTION TO VENUE OF ANY SUCH ACTION OR PROCEEDING.

12.17 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LOAN AGREEMENT, THE SECURITY DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, IF ANY, OR ANY ACTUAL OR PROPOSED TRANSACTION OR OTHER MATTER CONTEMPLATED IN OR RELATING TO ANY OF THE FOREGOING.

Borrower hereby authorizes any attorney at law to appear in any court of record in the State of Ohio or any other state or territory of the United States, after the Obligations become due, and admit the maturity of the Obligations, the amount due thereon, and the jurisdictional facts thereof, and waive the issuing and service of process and confess judgment against Borrower in favor of the holder of the Obligations for the total amount due and costs of suit and thereupon to waive all errors, rights of appeal and stay of execution. The undersigned hereby expressly (a) waives any conflict of interest of an attorney retained by Lender to confess judgment against Borrower upon the Obligations, and (b) consents to the receipt by the attorney retained by Lender of fees for legal services rendered for confessing judgment against Borrower upon the Obligations. EACH OF BORROWER AND ANY ENDORSER OR ANY GUARANTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO LENDER OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR BORROWER WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. BORROWER AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE SERVICES BY LENDER OR HOLDER OF SUCH OBLIGATION. BORROWER WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY REPRESENTING THE BORROWER IS BEING PAID BY LENDER OR THE HOLDER OF SUCH OBLIGATION.

IN WITNESS WHEREOF, the Borrower and Lender have executed this Credit Agreement as of the date first above written.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE GOODS, FAILURE ON THE CREDITOR'S PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE

STREAMLINE HEALTH, INC.

By: _____
Name: Nicholas A. Meeks
Title: Senior Vice President and Chief Financial Officer

FIFTH THIRD BANK

By: _____
Name: Daniel G. Feldmann
Title: Vice President

AMENDMENT NO. 3
TO SUBORDINATED CREDIT AGREEMENT

This AMENDMENT NO. 3 TO SUBORDINATED CREDIT AGREEMENT, (this "Amendment") dated as of December 13, 2013 is among **STREAMLINE HEALTH, INC.** ("Borrower"), the Guarantors party hereto and **FIFTH THIRD BANK** ("Lender").

WHEREAS, Borrower and Lender are parties to the Subordinated Credit Agreement dated as of December 7, 2011, as amended by Amendment No. 1 to Subordinated Credit Agreement dated as of August 16, 2012 and Amendment No. 2 to Subordinated Credit Agreement dated as of August 26, 2013 (as further amended, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, Borrower and Lender desire to amend certain terms and conditions of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the Borrower and the Lender agree as follows (with capitalized terms used, but not otherwise defined, herein having the respective meanings given to such terms in the Credit Agreement):

1. Amendments. On and as of the Effective Date (as defined below), the Credit Agreement is amended as follows:

(a) The introductory paragraph of Section 3 is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"To induce Lender to enter into this Agreement and to make the advances herein contemplated, Borrower hereby represents and warrants as follows, on the Amendment No. 3 Effective Date and on the date that each Loan is made and, if applicable, before and after giving effect to any Permitted Acquisition:"

(b) Section 3.3 of the Credit Agreement is hereby amended by deleting the words, "December 31, 2010" and inserting, in lieu thereof, the words, "January 31, 2013";

(c) Section 3.4 of the Credit Agreement is hereby amended by deleting the words, "Other than the transactions contemplated by the Acquisition Documents and the Loan Documents, since December 31, 2010" and inserting, in lieu thereof, the words, "Other than the transactions contemplated by the Acquisition Documents relating to any Permitted Acquisition and the Loan Documents, since January 31, 2013"

(d) Section 3.16 of the Credit Agreement is hereby amended by deleting the words, "on the Closing Date both before and after giving effect to the Acquisition" and inserting, in lieu thereof, the words, "on the Amendment No. 3 Effective Date"

(e) Section 3.18 of the Credit Agreement is hereby amended by deleting the words, "After giving effect to the Acquisition and the making of the Loan," appearing therein;

(f) Section 3.20 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

"**3.20 Permitted Acquisition**. In the case of any Permitted Acquisition, the Borrower has delivered to Lender complete and correct copies of the Acquisition Agreement and each of the other documents and agreements executed in connection therewith (collectively, the "Acquisition Documents"), including all schedules and exhibits thereto not less than five (5) days prior to the consummation of such Permitted Acquisition. The Acquisition Documents set forth the entire agreement and understanding of the applicable Credit Party or Credit Parties and the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby and the Permitted Acquisition shall be consummated in accordance with the terms of the Acquisition Documents without any amendment, waiver or supplement to the terms thereof which would be adverse to the applicable Credit Party in any material respect. Each applicable Credit Party has the power, and has taken all necessary action (including, any necessary member or comparable owner action) to authorize it, to execute, deliver and perform in accordance with their respective terms the Acquisition Documents to which it is a party. Each of the Acquisition Documents has been duly executed and delivered by each applicable Credit Party and, to Borrower's knowledge, each of the other parties thereto and is a legal, valid and binding obligation of each applicable Credit Party and to Borrower's knowledge, such other parties, enforceable against each such Credit Party and to Borrower's knowledge, such other parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of the Acquisition Documents in accordance with their respective terms does not and will not require any governmental approval or any other consent or approval, other than governmental approvals and other consents and approvals that have been obtained. All conditions precedent to the Permitted Acquisition pursuant to the Acquisition Agreement have been fulfilled in all material respects and, as of the date of the closing of such Permitted Acquisition , the Acquisition Agreement has not been amended or otherwise modified and there has been no breach by the Borrower or, to Borrower's knowledge, any other party thereto, of any term or condition of the Acquisition Documents. Upon consummation of the transactions contemplated by the Acquisition Documents to be consummated at the closing thereunder, the applicable Credit Party shall acquire good and legal title to the assets being transferred pursuant to the Acquisition Agreement"

(g) Section 4.4 of the Credit Agreement is hereby amended by deleting the words "January 31, 2012" appearing therein and inserting, in lieu thereof, the words, "January 31, 2014";

(h) Section 4.15 of the Credit Agreement is hereby amended by deleting the words, "; provided, however, that for a period of not more than sixty (60) days after the Closing Date, Acquisition Sub. may maintain a deposit account with Ameris Bank so long as any amounts credited

to such account in excess of $50,000 are promptly and, in any event, within one Business Day transferred to an account of a Company maintained with Lender" and inserting, in lieu thereof, the words, "provided, however, that for a period of not more than sixty (60) days after the closing of any Permitted Acquisition, the applicable Permitted Target may maintain one or more deposit account with banks other than the Lender so long as any amounts credited to such accounts in excess of $50,000 are promptly and, in any event, within one Business Day transferred to an account of a Company maintained with Lender"

(i) Section 5.1 of the Credit Agreement is hereby amended by deleting the words "and so long as the Equity Subordination Agreement is in full force and effect, the Subordinated Convertible Notes" appearing therein.

(j) Section 5.3 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

" **5.3 Minimum EBITDA.** Permit Adjusted EBITDA as of the end of any fiscal quarter to be less than the amount set forth below opposite such fiscal quarter, calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

Four Quarters Ending	Amount
January 31, 2014 and each April 30, 2014, July 31, October 31 and January 31 thereafter;	$5,000,000

provided, however, that this Section 5.3 shall not be applicable with respect to the fiscal quarter ended October 31, 2013"

(k) Section 5.4 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"**5.4 Fixed Charge Coverage Ratio.** Permit its Fixed Charge Coverage Ratio for the fiscal quarter ending January 31, 2014 and each January 31, April 30, July 31 and October 31, thereafter to be less than 1.20:1 calculated quarterly on a trailing four (4) quarter basis; provided, however, that this Section 5.4 shall not be applicable with respect to the fiscal quarter ended October 31, 2013."

(l) Section 5.5 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"**5.5 Funded Debt to Adjusted EBITDA.** Permit its ratio of (a) Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis:

Four Quarters Ending	Ratio
January 31, 2014 and each April 30, July 31, October 31 and January 31 thereafter	3.50:1

or

(b) Senior Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis:

Four Quarters Ending	Ratio
January 31, 2014 and each April 30, July 31, October 31 and January 31 thereafter;	2.50:1"

provided, however, that this Section 5.5 shall not be applicable with respect to the fiscal quarter ended October 31, 2013"

(m) Section 5.8 of the Credit Agreement is hereby amended by deleting the words, "(b) pay in cash any portion of the Seller Indebtedness directly or indirectly or pay in cash any portion of the Earnout Consideration (as defined in the Asset Purchase Agreement)" appearing therein and inserting, in lieu thereof, the words, "(b) pay in cash any portion of the Seller Indebtedness directly or indirectly except to the extent expressly permitted by the Seller Subordination Agreement"

(n) Section 5.9 of the Credit Agreement is hereby amended by deleting the words, "the Acquisition" appearing therein and inserting, in lieu thereof, the words, "a Permitted Acquisition";

(o) Section 5.10 of the Credit Agreement is hereby amended by deleting the words, "the Acquisition" appearing therein and inserting, in lieu thereof, the words, "a Permitted Acquisition"'

(p) Section 11.2 of the Credit Agreement is hereby amended by inserting the following definitions in the proper alphabetical order:

"Amendment No. 3 Effective Date" means the "Effective Date" under and as defined in Amendment No. 3 to Subordinated Credit Agreement dated as of December 13, 2013.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Excluded Swap Obligation" means any Swap Obligation if, and to the extent that, all or a portion of any guaranty or collateral pledge with respect to the Obligations

is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of any Credit Party's failure for any reason to constitute a Qualified ECP Guarantor at the time this Agreement, or any other Loan Document becomes effective with respect to such Swap Obligation; provided, that, if a Swap Obligation arises under a master agreement governing more than one swap, the foregoing exclusion shall only apply to the portion of the Swap Obligation that is attributable to swaps for which such guaranty or collateral pledge is or becomes illegal.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, the applicable Credit Party or any other Person obligated with respect to, or pledging Collateral to secure, such Swap Obligations has total assets exceeding $10,000,000 at the time such Swap Obligation is incurred or such Credit Party or such other Person otherwise constitutes an "Eligible Contract Participant" as that term is defined under the Commodity Exchange Act or any regulations promulgated thereunder.

"Senior Funded Debt" means the principal amount of (i) all obligations owing in respect of the Loans and (ii) all obligations owing in respect of the Senior Indebtedness.

"Swap Obligation" means any Rate Management Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

(q) The definitions of "Acquisition", "Equity Subordination Agreement" and "Subordinated Convertible Note" in Section 11.2 of the Credit Agreement are hereby deleted in its entirety.

(r) The definition of "Acquisition Agreement" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

""Acquisition Agreement" means, in the case of a Permitted Acquisition, the Stock Purchase Agreement, Asset Purchase Agreement or similar governing document between the applicable Credit Party and the Permitted Target and/or the shareholders of the Permitted Target."

(s) The definition of "Adjusted EBITDA" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

""Adjusted EBITDA" means, for Parent and its Subsidiaries, on a consolidated basis, for any period, net income (determined in accordance with GAAP) *plus*, (i) in each case to the extent deducted in determining net income, (a) interest expense, income tax expense, depreciation and amortization, non-cash share-based compensation expense and other extraordinary, non-cash expense, (b) non-recurring expense relating to the write-down of capitalized software development costs, (c) transaction

fees, costs and expenses incurred in connection with a Permitted Acquisition in an aggregate amount not to exceed $400,000 of which 25%, 50%, 75% and 100% of such fees, costs and expenses shall be included in the period incurred for purposes of the calculation of Adjusted EBITDA for the four quarterly periods following the consummation of the Permitted Acquisition, *minus*, (ii) to the extent included in determining net income, any non-cash gains."

(t) The definition of "Current Financial Statements" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

""Current Financial Statements" means (a) as of the Closing Date, the audited financial statements of the Borrower for the period ended January 31, 2013 and the unaudited financial statements of the Borrower for the period ended October 31, 2013 which such financial statement shall comply with Section 4.2 or 4.3, and, in the case of any Permitted Acquisition, the audited (if available) financial statements of the Permitted Target for its most recently ended fiscal year and the unaudited financial statements of the Permitted Target for its most recently ended fiscal quarter and (b) at any other time, the most current financial statements, tax returns and other documents with respect to Borrower delivered to Lender pursuant to Section 4."

(u) The definition of "Funded Debt" in Section 11.2 of the Credit Agreement is hereby amended by deleting the words "and the Subordinated Convertible Notes so long as the Equity Subordination Agreement is in full force and effect";

(v) The definition of "Fixed Charge Coverage Ratio" is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

""Fixed Charge Coverage Ratio" means for Parent and its Subsidiaries, on a consolidated basis, in each case, without duplication, for any period, the ratio of (a) Adjusted EBITDA minus the sum of (i) Unfunded Cap Ex, (ii) income tax paid in cash, (iii) dividends and other distributions paid in cash plus, to the extend deducted in determining net income for such period, the principal amount of the Seller Indebtedness, to (b) the sum of (i) interest expense (including the interest portion of any lease which is capitalized in accordance with GAAP) payable in cash, plus (ii) all principal payments with respect to Indebtedness that were paid or were due and payable (including the principal portion of any lease which is capitalized in accordance with GAAP)."

(w) The definition of "Minimum Availability" in Section 11.2 of the Credit Agreement is hereby amended by deleting the number and sign "$750,000" and inserting, in lieu thereof, the number and sign, "$1,000,000";

(x) The definition of "Obligations" in Section 11.2 of the Credit Agreement is hereby amended by inserting, immediately following the words, "all Rate Management Agreements" appearing therein, the words, "(other than any Excluded Swap Obligation)";

(y) The definition of "Permitted Acquisition" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof:

"Permitted Acquisition" means the acquisition by the Borrower or any of its Subsidiaries of all or substantially all of the assets of, or all of the issued and outstanding capital stock of, a Permitted Target to which the Lender shall have consented which such consent may be withheld in Lender's sole and absolute discretion and which such consent may include such additional financial, operational and other conditions and document delivery requirements as Lender shall determine are necessary or appropriate."

(z) The definition of "Permitted Target" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"Permitted Target" means a Person with operations or a business line in the same business as, or a substantially related business to, the operations and business of the Borrower and its Subsidiaries as then being conducted.

(aa) The definition of "Seller Indebtedness" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof;

"Seller Indebtedness" means Indebtedness of the Company to IPP Holding Company, LLC (f/k/a Interpoint Partners, LLC) pursuant to the Subordinated Promissory Note dated November 20, 2013 in the original principal amount of $900,000.

(bb) The definition of "Seller Subordination Agreement" in Section 11.2 of the Credit Agreement is hereby deleted in its entirety and the following is hereby inserted, in lieu thereof;

"Seller Subordination Agreement" means the Amended and Restated Subordination Agreement dated as of November 20, 2013 among Lender, IPP Holding Company, LLC (f/k/a Interpoint Partners, LLC), the Parent and IPP Acquisition, LLC."

(cc) The definition of "Unfunded Cap Ex" in Section 11.2 of the Credit Agreement is hereby amended by inserting, at the end of such definition, the words "; provided, however, that for purposes of calculating the Fixed Charge Coverage Ratio, Unfunded Cap Ex for capitalized software cost relating to the Software License and Royalty Agreement between Borrower and Montefiore Medical Center dated October 25, 2013 shall be the greater of (i) such capitalized software cost relating to such Software License and Royalty Agreement minus $3,000,000 and (ii) zero."

(dd) Schedules 1.5, 3.5, 3.6, 3.14 and 3.16 to the Credit Agreement are hereby deleted in their entirety and Schedules 1.5, 3.5, 3.6, 3.11, 3.14 and 3.16 hereto are inserted in lieu thereof;

2. Conditions to Effectiveness. This Amendment shall be effective as of the date first above written but shall not become effective as of such date until the date (the "Effective Date") that each

of the following conditions shall have been satisfied or waived; provided however, that if the Effective Date has not occurred on or prior to December 31, 2013, this Amendment shall be of no further force or effect and shall be deemed to have been terminated:

(a) Lender shall have received from each Credit Party a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Effective Date, of each of the charter or other organization documents of such Credit Party as in effect on such date of certification (together with all, amendments thereto) (or a confirmation that such documents have not been amended or modified since the Closing Date) and a certificate from the Secretary of State of the State of formation of each Credit Party as to the "good standing" of such Credit Party;

(b) Lender shall have received from each Credit Party a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Effective Date, of the records of all action taken by such Credit Party to authorize the execution and delivery of this Amendment and any other Loan Document entered into on the Effective Date and to which it is a party or is to become a party as contemplated or required by this Amendment, and its performance of all of its agreements and obligations under each of such documents;

(c) Lender shall have received from each Credit Party an incumbency certificate, dated the Effective Date, signed by a duly authorized officer of such Credit Party and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of such Credit Party, this Amendment and each of the other Loan Documents to which such Credit Party is or is to become a party on the Effective Date, and to give notices and to take other action on behalf of such Credit Party under such documents;

(d) No change in applicable law shall have occurred as a consequence of which it shall have become and continue to be unlawful for Lender to perform any of its agreements or obligations under this Amendment or the Credit Agreement as amended hereby, any Note, or under any of the other Loan Documents, or for any Credit Party to perform any of its agreements or obligations under this Amendment or the Credit Agreement as amended hereby, any Note, or under any of the other Loan Documents;

(e) Lender shall have received from each Credit Party the copies of all consents necessary for the completion of the transactions contemplated by this Amendment and all instruments and documents incidental thereto;

(f) Each of the conditions to the "Closing Date" under and as defined in the Amended and Restated Senior Credit Agreement between the Borrower and the Lender shall have been satisfied**;**

(g) Borrower shall have paid all fees and expenses due hereunder and under the other Loan Documents including the fees and expenses due pursuant to Section 8 of the Credit Agreement;

(h) From the date of the Current Financial Statements to the Effective Date, no changes shall have occurred in the assets, liabilities, financial condition, business, operations or prospects of any Company which, individually or in the aggregate, are materially adverse to the Parent, the Borrower and their Subsidiaries taken as a whole;

(i) Lender shall have received such additional documents, instruments or agreements as Lender may reasonably request;

(j) There does not exist any Event of Default, nor any event which upon notice or lapse of time or both would constitute an Event of Default; and

(k) The representations and warranties contained in this Amendment and in each other Loan Document and in any document delivered in connection therewith will be true and accurate on and as of such date.

3. Representations and Warranties. In order to induce the Lender to enter into this Amendment, the Borrower represents and warrants as follows:

Each of the representations and warranties of Borrower set forth in the Credit Agreement and each other Loan Document is true and correct on and as of the Effective Date after giving effect to this Amendment and, as of the Effective Date, no Default or Event of Default has occurred and is continuing on and as of the Effective Date.

4. Notice. The Borrower hereby notifies the Lender that from and after the Effective Date, the address and fax number for notices to any Credit Party under the Loan Documents shall be Streamline Health, Inc., 1230 Peachtree Street, NE, Suite 1000, Atlanta, GA 30309, Fax: (404) 446-0059, Attention: Senior Vice President and Chief Financial Officer.

5. Loan Document. Borrower and Lender each acknowledge and agree that this Amendment constitutes a Loan Document.

6. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

7. GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF OHIO.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

STREAMLINE HEALTH, INC.

By: _____
Name: Nicholas A. Meeks
Title: Senior Vice President and Chief Financial Officer

FIFTH THIRD BANK

By: _____
Name: Harrison Mullin
Title: Vice President

Exhibit 31.1
STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13a - 14(a) OR 15(d) - 14(a) OF THE EXCHANGE ACT, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert E. Watson, certify that:

I have reviewed this quarterly report on Form 10-Q of Streamline Health Solutions, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

December 16, 2013

/s/ Robert E. Watson
Chief Executive Officer and
President

Exhibit 31.2

STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a - 14(a) OR 15(d) - 14(a) OF THE EXCHANGE ACT, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Nicholas A. Meeks, certify that:

I have reviewed this quarterly report on Form 10-Q of Streamline Health Solutions, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

December 16, 2013

/s/ Nicholas A. Meeks
Chief Financial Officer

Exhibit 32.1
STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert E. Watson, Chief Executive Officer and President of Streamline Health Solutions, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C Section 1350, that:

(1) The quarterly report on Form 10-Q of the Company for the quarter ended October 31, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition, and results of operations of the Company.

/s/ Robert E. Watson
Robert E. Watson
Chief Executive Officer and
President
December 16, 2013

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2
STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Nicholas A. Meeks, Chief Financial Officer of Streamline Health Solutions, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C Section 1350, that:

(1) The quarterly report on Form 10-Q of the Company for the quarter ended October 31, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition, and results of operations of the Company.

/s/ Nicholas A. Meeks
Nicholas A. Meeks
Chief Financial Officer
December 16, 2013

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.