

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

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

For the quarterly period ended October 31, 2002

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

LANVISION SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

31-1455414
(I.R.S. Employer
Identification No.)

5481 Creek Road
Cincinnati, Ohio 45242-4001
(Address of principal executive offices) (Zip Code)

(513) 794-7100
(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 / /

Number of shares of Registrant's Common Stock (\$.01 par value per share)
issued and outstanding, as of December 12, 2002: 8,945,338.

TABLE OF CONTENTS

	Page
Part I.	FINANCIAL INFORMATION
Item 1.	Condensed Consolidated Financial Statements..... 3
	Condensed Consolidated Balance Sheets at October 31, 2002 and January 31, 2002..... 3
	Condensed Consolidated Statements of Operations for the three and nine months ended October 31, 2002 and 2001..... 5
	Condensed Consolidated Statements of Cash Flows for the nine months ended October 31, 2002 and 2001..... 6
	Notes to Condensed Consolidated Financial Statements..... 7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations..... 9
Item 4	Controls and Procedures..... 21
Part II.	OTHER INFORMATION
Item 1.	Legal Proceedings..... 22
Item 3.	Defaults on Senior Securities..... 22
Item 5	Other Information 22
Item 6.	Exhibits and Reports on Form 8-K..... 23
	Signatures..... 24
	Certifications..... 25

PART I. FINANCIAL INFORMATION
Item 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

LANVISION SYSTEMS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

Assets

	(Unaudited) October 31, 2002 -----	(Audited) January 31, 2002 -----
Current assets:		
Cash and cash equivalents (restricted by long-term debt agreement)	\$ 6,246,127	\$ 7,865,053
Accounts receivable, net of allowance for doubtful accounts of \$400,000, respectively	2,003,472	1,451,027
Unbilled receivables	2,677,842	1,742,785
Prepaid expenses related to unrecognized revenue	81,054	113,081
Other	277,726	201,962
	-----	-----
Total current assets	11,286,221	11,373,908
Property and equipment:		
Computer equipment	2,492,165	1,875,590
Computer software	749,146	421,962
Office furniture, fixtures and equipment	1,153,934	1,139,457
Leasehold improvements	151,635	117,795
	-----	-----
	4,546,880	3,554,804
Accumulated depreciation and amortization	(3,284,952)	(3,048,793)
	-----	-----
	1,261,928	506,011
Capitalized software development costs, net of accumulated amortization of \$2,000,228 and \$1,700,228, respectively	1,339,701	1,189,701
Installment receivables	433,339	267,969
Other	133,864	171,516
	-----	-----
	\$ 14,455,053	\$ 13,509,105
	=====	=====

See Notes to Condensed Consolidated Financial Statements.

LANVISION SYSTEMS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

Liabilities, Convertible Redeemable Preferred Stock and Stockholders' Equity

	(Unaudited) October 31, 2002 -----	(Audited) January 31, 2002 -----
Current liabilities:		
Accounts payable	\$ 479,407	\$ 230,571
Accrued compensation	257,676	235,958
Accrued other expenses	1,382,893	1,525,096
Deferred revenues	1,938,433	1,371,200
Current portion of capitalized lease obligations	191,469	--
Current portion of long-term debt	2,000,000	2,000,000
	-----	-----
Total current liabilities	6,249,878	5,362,825
Long-term capitalized lease obligations	441,122	--
Long-term debt	1,500,000	3,000,000
Long-term accrued interest	2,766,819	2,239,798
Convertible redeemable preferred stock, \$.01 par value per share 5,000,000 shares authorized	--	--
Stockholders' equity:		
Common stock, \$.01 par value per share, 25,000,000 shares authorized, 8,945,338 and 8,913,947 shares issued, respectively	89,453	89,139
Capital in excess of par value	34,825,947	34,787,849
Accumulated (deficit)	(31,418,166)	(31,970,506)
	-----	-----
Total stockholders' equity	3,497,234	2,906,482
	-----	-----
	\$ 14,455,053	\$ 13,509,105
	=====	=====

See Notes to Condensed Consolidated Financial Statements.

LANVISION SYSTEMS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

Three and Nine Months Ended October 31,

(Unaudited)

	Three Months Ended		Nine Months Ended	
	2002	2001	2002	2001
Revenues:				
Systems sales	\$ 1,274,820	\$ 1,763,897	\$ 3,947,325	\$ 3,240,398
Services, maintenance and support	1,634,525	1,442,407	4,880,297	4,382,430
Application-hosting services	299,246	178,725	686,376	573,507
Total revenues	3,208,591	3,385,029	9,513,998	8,196,335
Operating expenses:				
Cost of systems sales	260,934	254,750	904,838	563,328
Cost of services, maintenance and support	660,790	802,966	2,198,711	2,338,679
Cost of application-hosting services	195,184	81,254	337,513	253,801
Selling, general and administrative	822,764	748,781	2,572,838	2,087,494
Product research and development	517,455	496,682	1,567,288	1,618,458
Total operating expenses	2,457,127	2,384,433	7,581,188	6,861,760
Operating income	751,464	1,000,596	1,932,810	1,334,575
Other income (expense):				
Interest income	32,725	56,899	90,477	234,811
Interest expense	(518,750)	(559,238)	(1,470,947)	(1,539,366)
Earnings before income taxes	265,439	498,257	552,340	30,020
Income tax (provision) benefit	(13,000)	--	--	--
Net income	\$ 252,439	\$ 498,257	\$ 552,340	\$ 30,020
Basic net income per common share	\$.03	\$.06	\$.06	\$.00
Diluted net income per common share	\$.03	\$.06	\$.06	\$.00
Number of shares used in per common share computations:				
Basic	8,945,338	8,894,948	8,929,250	8,886,318
Diluted	9,174,550	9,012,469	9,197,401	8,997,726

See Notes to Condensed Consolidated Financial Statements.

LANVISION SYSTEMS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

Nine Months Ended October 31,

(Unaudited)

	2002	2001
Operating activities:		
Net income	\$ 552,340	\$ 30,020
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	536,159	521,754
Increase in long-term accrued interest	527,021	450,071
Cash provided by (used for) assets and liabilities:		
Accounts and unbilled receivables	(1,652,872)	186,379
Other current assets	40,889	30,154
Accounts payable and accrued expenses	128,351	(376,052)
Deferred revenues	567,233	(563,393)
Net cash provided by operating activities	699,121	278,933
Investing activities:		
Proceeds from disposal of property and equipment	--	56,301
Purchases of property and equipment	(422,572)	(222,857)
Capitalization of software development costs	(450,000)	(375,000)
Payment on note receivable	--	75,000
Other	37,652	38,962
Net cash (used for) investing activities	(834,920)	(427,594)
Financing activities:		
Exercise of stock options and shares issued under the Employee Stock Purchase Plan	38,412	19,319
Repayment of long-term debt	(1,500,000)	(500,000)
Payment of capitalized leases	(21,539)	--
Net cash (used for) provided by financing activities	(1,483,127)	(480,681)
(Decrease) in cash and cash equivalents	(1,618,926)	(629,342)
Cash and cash equivalents at beginning of period	7,865,053	8,549,732
Cash and cash equivalents at end of period	\$ 6,246,127	\$ 7,920,390
Supplemental cash flow disclosures:		
Interest paid	\$ 909,333	\$ 1,046,000
Capital lease obligations incurred	\$ 654,130	\$ --

See Notes to Condensed Consolidated Financial Statements.

LANVISION SYSTEMS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

Note 1 - BASIS OF PRESENTATION

The accompanying Unaudited Condensed Consolidated Financial Statements have been prepared by the Company without audit, in accordance with accounting principles generally accepted in the United States for interim financial information, pursuant to the rules and regulations applicable to quarterly reports on Form 10-Q of the U. S. Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. In the opinion of 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 the LanVision Systems, Inc. Annual Report on Form 10-K for the fiscal Year ended January 31, 2002 - Commission File Number 0-28132. Operating results for the three and nine months ended October 31, 2002, are not necessarily indicative of the results that may be expected for the fiscal year ending January 31, 2003.

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the Company's significant accounting policies is presented beginning on page 23 of its 2001 Annual Report to Stockholders, which can be found as Exhibit 13.1 of the Annual Report on Form 10-K for the fiscal Year ended January 31, 2002. Users of financial information for interim periods are encouraged to refer to the footnotes contained in the Annual Report to Stockholders when reviewing interim financial results. There has been no material change in the accounting policies followed by the Company during fiscal year 2002.

Beginning in fiscal year 2002, certain expenses that were previously classified as cost of services, maintenance and support and selling, general and administrative expenses have been reclassified to product research and development because the work performed by the individuals involved have, over time, evolved into more product development related activities. Prior year amounts have been reclassified to conform to the 2002 financial statement presentation.

Note 3 - CHANGES IN BALANCE SHEET ACCOUNT BALANCES

The decrease in cash and cash equivalents results primarily from the payment of \$1,500,000 in long-term debt during the first nine months and \$500,000 of the long-term accrued interest on the outstanding debt during the first quarter.

The increase in accounts receivable, net is due to higher revenues from our direct customers and higher royalties due from a remarketing partner at the end of the quarter.

The increase in unbilled receivables is due to higher amounts due from a remarketing partner. Royalty payments are remitted to LanVision in accordance with the remarketing agreement, and are accounted for as unbilled receivables until the royalty payments are received.

Other current assets consist of software and hardware awaiting installation (related to unrecognized revenue) and prepaid expenses, including commissions. The increase relates primarily to additional prepaid maintenance on new property and equipment and prepaid maintenance required to provide customer support.

The increase in property and equipment, net, is primarily the result of the acquisition, mostly via capitalized leases, of computer equipment and software necessary to support current and future ASPeNSM application-hosting services customers. LanVision has established a new data center into which it will be consolidating all of its ASPeN operations by February 2003.

The increase in installment receivables results from the sale of an additional system by a reseller on an installment basis.

Other non-current assets consist primarily of prepaid long-term debt closing costs, which are amortized to expense over the life of the loan.

The increase in accounts payable results primarily from the delivery of hardware to new customers in October, the invoices for which were not paid at the quarter end.

The increase in accrued compensation results primarily from the increase in the accrual for bonuses payable under the employee bonus plans. At January 31, 2002, the accrual was lower because the Company did not meet its bonus payout goals for the fiscal year.

The decrease in accrued other expenses relates primarily to the settlement of certain accrued obligations during the first quarter.

The increase in deferred revenues results from billings to customers recorded prior to revenue recognition.

The increase in long-term accrued interest is net of a special payment of \$500,000 of such interest at the time the loan agreement was amended, during the first quarter, to set the financial covenants for fiscal 2002.

During the second quarter the Company acquired computer equipment and related software for a second application-hosting services data center, which are accounted for as capitalized leases. The amount of the leased assets by category are: computer equipment \$372,705; computer software \$196,799; and prepaid maintenance and expenses \$84,626,

for a total of \$654,130 in new assets. The leases are payable monthly in installments of \$11,668 commencing September 2002, through August 2005 and an additional amount of \$8,323 commencing January 2003, through December 2005. The present value of the future lease payments upon lease inception was \$654,130 using the interest rates implicit in the lease agreements at the inception of the leases.

Note 4 - STOCK OPTIONS

During the first nine months of the current fiscal year, the Company granted no stock options under any Stock Option Plan. During the same period no options were forfeited under any plans. Stock Options to acquire 8,332 shares of Common Stock were exercised in the second quarter. No Stock Options were exercised in the first or third quarters.

Note 5 - EARNINGS PER SHARE

The basic net income per common share is calculated using the weighted average number of common shares outstanding during the period.

The diluted net income per common share calculation, is based on the weighted average number of common shares outstanding adjusted for the dilutive effect of stock options and the employee stock purchase plan (400,354 shares in the third quarter and 454,375 shares in the first nine months of 2002). The Company had approximately 174,775 option shares outstanding at October 31, 2002 that were not included in the diluted net income per share calculation as the inclusion thereof would be antidilutive.

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

In addition to historical information contained herein, this Discussion and Analysis, as well as other Items in this Form 10-Q, contains forward-looking statements. The forward-looking statements contained herein are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in the forward-looking statements, included herein. These risks and uncertainties include, but are not limited to, the impact of competitive products and pricing, product demand and market acceptance, new product development, key strategic alliances with vendors that resell LanVision products, the ability of the Company to control costs, availability of products produced from third party vendors, the healthcare regulatory environment, 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 and other risks detailed from time to time in the LanVision Systems, Inc. filings with the U. S. Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. The Company undertakes no obligation to publicly release the results of any revision to these forward-

looking statements, which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

RESULTS OF OPERATIONS

GENERAL

LanVision Systems, Inc. ("LanVision"(TM) or the "Company") is an Electronic Medical Record workflow solution and application-hosting services provider. LanVision is a leading supplier of Healthcare Information Access Workflow Solutions specializing in connectivity that utilize the power of the Internet/Intranet to link hospitals, physicians, administrative personnel, patients, and payers to a Computer Based Patient Electronic Medical Record repository. LanVision's software application products and services are complementary to existing clinical and financial systems, and use document imaging and advanced workflow tools to ensure end-users can electronically access both "structured" and "unstructured" patient data and all the various forms of clinical and financial healthcare information from a single permanent and secure repository, including clinician's handwritten notes, lab reports, photographs, insurance cards, etc. LanVision's workflow solutions offer value to all of the constituents in the healthcare delivery process by enabling them to simultaneously access and process information, on a real-time basis, from virtually any location, including the physician's desktop, using Web browser-based technology. Web access to the entire medical record improves physician and administrative personnel productivity and reduces administrative costs such as filing, storage, retrieval, and upkeep of medical records and clinical costs, such as redundant diagnostic testing. LanVision's solutions integrate a proprietary document imaging platform, application suites, and image and Web-enabling tools, that allow for the seamless merger of "back office" functionality with existing Clinical Information Systems at the desktop. LanVision offers a document imaging/management infrastructure (Foundation Suite) that is built for high volume transaction processing and is specifically designed for the healthcare industry. In addition to providing access to information not previously available at the desktop, LanVision's applications fulfill the administrative and legal needs of the Medical Records and Patient Financial Services departments. Furthermore, these systems have been specifically designed to integrate with any Clinical Information System. For example, LanVision has integrated its products with selected systems from Siemens Medical Solutions Health Services Corporation (Siemens), and Cerner Corporation and will soon integrate its products with IDX Information Systems Corporation (IDX) applications. By offering electronic access to all the patient information components of the medical record, this integration completes one of the most difficult tasks necessary to provide a true Computer Based Patient Record. LanVision's systems deliver on-line enterprisewide access to fully updated patient information, which historically was maintained on a variety of media, including paper, magnetic disk, optical disk, x-ray film, video, audio and microfilm.

Historically, LanVision has derived its revenues from systems sales involving the licensing, either directly or through remarketing partners, of its Electronic Medical

Record application software to Integrated Healthcare Delivery Networks (IDN). In a typical transaction, LanVision, or its remarketing partners, enter into a perpetual or term license or fee-for-service agreement for LanVision's Electronic Medical Record software suite and may license or sell other third-party software and hardware components to the IDN. Additionally, LanVision, or its remarketing partners provide professional services, including implementation, training and product support.

With respect to systems sales, LanVision earns its highest margins on proprietary LanVision software or application-hosting services and the lowest margins on third-party hardware. Systems sales to customers may include different configurations of software hardware and professional services, resulting in varying margins among contracts. The margins on professional services revenues fluctuate based upon the negotiated terms of the agreement with each customer and LanVision's ability to fully utilize its professional services, maintenance and support services staff.

Beginning in 1998, LanVision began offering customers the ability to obtain its Electronic Medical Record workflow solutions on an application-hosting basis as an Application Service Provider. LanVision established a hosting data center and installed LanVision's Electronic Medical Record suite of workflow products, called ASPeN (Application Service Provider eHealth Network) within the hosting data center. Under this arrangement, customers electronically capture information and transmit the data to the hosting data center. The ASPeN services division stores and manages the data using LanVision's suite of applications, and customers can view, print, fax or process the information from anywhere using the LanVision Web-based applications. The ASPeN services division charges and recognizes revenue for these services on a per transaction or subscription basis as information is captured, stored, and retrieved.

In February 2000, LanVision sold its application-hosting data center. Simultaneously therewith, LanVision entered into an annual service agreement with the buyer. Under the terms of this service agreement, which can be renewed annually at the sole option of the Company, in exchange for processing fees, LanVision continues to use this data center through February 2003. LanVision has established a second application-hosting data center in order to provide the capacity for its newest ASPeN services clients and into which it will consolidate all of its existing ASPeN application-hosting services by February 2003, when the current annual service agreement expires. Approximately \$750,000 in new equipment and software has been leased or purchased for the new application-hosting data center.

The decision by a healthcare provider to replace, substantially modify or upgrade its information systems is a strategic decision and often involves a large capital commitment requiring an extended approval process. Since inception, LanVision has experienced extended sales cycles, which has adversely affected revenues. It is not uncommon for sales cycles to take six to eighteen months from initial contact to the execution of an agreement. As a result, the sales cycles can cause significant variations in quarter-to-quarter operating results. These agreements cover the entire implementation and maintenance of the system and specify the installation schedule, which typically takes place in one or more phases. The licensing agreements generally provide for the

licensing of LanVision's proprietary software and third-party software with a perpetual or term license fee that is adjusted depending on the number of concurrent users or workstations using the software. Third-party hardware is sold outright, with a one-time fee charged for installation and training. Site-specific customization, interfaces with existing customer systems and other consulting services are sold on a fixed fee or a time and materials basis. Alternatively, with LanVision's ASPeN services solution, the application-hosting services agreements generally provide for utilizing LanVision's software and third-party software on a fee per transaction or subscription basis.

The ASPeN services division was designed to overcome obstacles in the buying decision such as large capital commitment, length of implementation, and the scarcity of time for Healthcare Information Systems personnel to implement new systems. LanVision believes that Integrated Delivery Networks will begin to look for this type of ASP application because of the ease of implementation and lower entry-level costs. LanVision believes its business model is especially well suited for the ambulatory marketplace and is actively pursuing remarketing agreements, in addition to those discussed below, with other Healthcare Information Systems providers to distribute LanVision's Electronic Medical Record solution.

Generally, revenue from systems sales is recognized when an agreement is signed and products are made available to end-users. Revenue recognition related to routine installation, integration and project management is deferred until the work is performed. If an agreement requires the Company to perform services and modifications that are deemed significant to system acceptance, revenue is recorded either on the percentage-of-completion method or revenue related to the delivered hardware and software components is deferred until such obligations are deemed insignificant, depending on the contractual terms. Revenues from consulting, training and application-hosting services are recognized as the services are performed. Revenues from short-term support and maintenance agreements are recognized ratably over the term of the agreements. Billings to customers recorded prior to the recognition of the revenue are classified as deferred revenues. Revenue recognized prior to progress billings to customers is recorded as unbilled receivables.

In September 2002, LanVision entered into a new five year Remarketing Agreement with Siemens Medical Solutions Health Services Corporation to replace the then existing agreement that was scheduled to expire in February 2003. Under the terms of the new agreement, Siemens was granted a nonexclusive worldwide license to market and distribute all of LanVision's software, as defined in the Agreement.

Under the terms of the agreement, Siemens remits royalties to LanVision based upon Siemens sublicensing of LanVision's software to Siemens' customers. Twenty-five percent of the royalty is due 30 days following the end of the month in which Siemens executes the end user license agreement with its customer. LanVision recognizes this revenue upon receipt of the royalty statement. The remaining seventy-five percent of the royalty is due 30 days following the end of the month in which Siemens commences software implementation activities. The Company records this revenue when the 75% payment due from Siemens is fixed and determinable, which is usually when the software

implementation activities commence. Through October 31, 2002, Siemens has sold twenty-two systems to end-users.

In January 2002, LanVision entered into a five year Remarketing Agreement with IDX Information Systems Corporation. Under the terms of the agreement, IDX was granted a non-exclusive worldwide license to distribute certain LanVision Electronic Medical Record software including accessANYware(SM), codingANYware(SM), and ASPeN application-hosting services to IDX customers and prospective customers, as defined in the Remarketing Agreement.

Under the terms of a Remarketing Agreement, IDX remits royalties to LanVision based upon IDX sublicensing LanVision's software to IDX's customers. Thirty percent of the royalty is due 45 days following the end of the month in which IDX executes an end-user license agreement with its customer. LanVision recognizes this revenue upon receipt of the royalty report. The remaining seventy percent of the royalty is due from IDX, in varying amounts based on implementation milestones, 45 days following the end of the month in which a milestone occurs. LanVision records this revenue when the seventy percent payment due from IDX is fixed and determinable, which is generally when the software implementation activities commence. The IDX Remarketing Agreement was signed in January 2002. Through October 31, 2002, IDX has sold two systems to end-users.

In May 2002, LanVision entered into a Marketing and Referral Agreement with the 3M Health Information Systems, division of 3M, whereby 3M and LanVision entered into a referral marketing agreement for its new product codingANYware. Revenues from this agreement are expected to begin, in 2003, after the general release of codingANYware.

UNEVEN PATTERNS OF QUARTERLY OPERATING RESULTS

The Company's revenues from systems sales have varied, and may continue to vary, significantly from quarter-to-quarter as a result of the volume and timing of systems sales and delivery. Professional services revenues also fluctuate from quarter to quarter as a result of the timing of the installation of software and hardware, project management and customized programming. Revenues from maintenance services do not fluctuate significantly from quarter to quarter, but have been increasing as the number of customers increase. Revenues from ASP application-hosting services operations are expected to increase over time, as more hospitals outsource services to LanVision's ASPeN services division.

The Company's revenues and operating results may vary significantly from quarter-to-quarter as a result of a number of other factors, many of which are outside the Company's control. These factors include the relatively high purchase price of a system, unpredictability in the number and timing of systems sales, length of the sales cycle, delays in the installation process and changes in the customer's financial condition or budget and the sales activities of the remarketing partners. As a result, period-to-period comparisons may not be meaningful with respect to the past operations of the Company nor are they necessarily indicative of the future operations of the Company.

REVENUES

Revenues for the third fiscal quarter ended October 31, 2002, were \$3,208,591, compared with \$3,385,029 reported in the comparable quarter of 2001. Revenues for the nine months ended October 31, 2002, were \$9,513,998, compared with \$8,196,335 reported in the comparable period of 2001. The decrease in the quarter was due primarily from lower software revenues from Siemens, offset to some extent by software and implementation revenues from IDX and added revenues from existing clients who upgraded and/or expanded their systems. The increase for the nine months is due to new sales from our new remarketing partner IDX, and added revenues from existing clients who upgraded and/or expanded their systems, which offset a reduction in revenues from our other remarketing partner Siemens.

Revenues for the first nine months of fiscal 2001 and 2002 continued to be affected because many healthcare organizations deferred new software purchases until final Federal Health Privacy Regulations are promulgated, to comply with the requirements of HIPAA (Health Insurance Portability and Accountability Act of 1996, as amended).

Additionally, healthcare institutions are assessing and implementing many new technologies. Although many of these systems do not compete with LanVision products, these systems do compete for capital budget dollars and the available time of information systems personnel within the healthcare industries. However, management continues to believe that revenue from Remarketing and referral Agreements will increase in the future as LanVision aggressively pursues additional partners to utilize and or remarket its products. In addition, our Web browser-based ASPeN services application, which is currently available and in production with our customers and available through our Resellers, should further enhance application-hosting revenues to LanVision with minimal additional cost. Both our Remarketing and Reseller Agreements should represent a greater percentage of the Company's total revenues in the future.

Many healthcare organizations are beginning to plan additional information technology projects following Year 2000 remediation and in anticipation of HIPAA compliance. The HIPAA Regulations are a series of standards that are intended to regulate the way health information is secured and transmitted. A healthcare industry report (Fitch IBCA, Duff & Phelps) stated that in order to comply with the HIPAA healthcare information electronic transmission regulations, healthcare systems will need to adjust existing systems or purchase new information technology systems, hire and retrain staff, and make significant changes to the current processes associated with maintaining patient privacy, the cost of which is estimated to be somewhere between three to four times the amount of expenditures required for Year 2000 remediation, or an amount in excess of \$25 billion. LanVision believes its highly evolved, secure and technologically advanced Web browser-based applications and ASPeN services solutions will position the Company to take advantage of, what we continue to believe will be, significantly increasing market opportunities for LanVision and its distribution partners in the future.

After a license agreement is executed by LanVision, it does not record revenues until it delivers the various components of software or hardware or performs the agreed upon services. The commencement of revenue recognition varies depending on the size and complexity of the system and the scheduling of the installation, training, interface development and other services requested by the customer. Accordingly, significant variations in revenues can result as was more fully discussed above under "Uneven Patterns of Quarterly Operating Results". Three customers, excluding our remarketing partners Siemens and IDX, accounted for approximately 23%, or \$2,185,015 of the revenues for the first nine months of 2002 compared with 22%, or \$1,808,779 of revenues in the comparable period of the prior year. Revenues from our remarketing partners accounted for approximately 32% or \$3,034,713 for the nine months ended October 31, 2002, compared with approximately 28% or \$2,315,360 for the nine months ended October 31, 2001. This increase in revenues resulted primarily from our newest partner, IDX.

OPERATING EXPENSES

Cost of Systems Sales

The cost of systems sales includes amortization of capitalized software development costs on a straight-line basis, royalties and the cost of third party software and hardware. Cost of systems sales as a percentage of systems sales may vary from period to period depending on the mix of hardware and third party software and LanVision software of the systems or add-on sales delivered. The cost of systems sales as a percentage of systems sales for the third quarter of fiscal 2002 and 2001 were 20% and 14%, respectively and for the first nine months of fiscal 2002 and 2001 were 23% and 17%, respectively. The higher percentage of cost of sales for the quarter and first nine months reflects a greater volume of hardware sold during the current periods compared to the comparable prior periods.

Cost of Services, Maintenance and Support

The cost of services, maintenance and support includes compensation and benefits for support and professional services personnel and the cost of third party maintenance contracts. As a percentage of services, maintenance and support revenues, the cost of such services, maintenance and support was 40% and 56% for the third quarter and 45% and 53% for the first nine months, respectively, of fiscal 2002 and 2001. The decrease in the percentages is due to greater utilization of the professional services staff with little additional cost. The Company's support margins are highest on LanVision's proprietary software. Accordingly, services, maintenance and support margins are expected to improve as more customers are added.

The LanVision Professional Services staff provides services on a time and material or fixed fee basis. The Professional Services staff periodically experiences some inefficiencies in the delivery of services, and certain projects have taken longer to complete than originally estimated, thus adversely affecting operating performance.

Additionally, the Professional Services staff does spend a portion of its time on non-billable activities, such as assisting in the selling of additional products and services to existing clients, developing training courses and plans to move existing customers to LanVision's new product releases, etc. Management believes an increase in the number of new systems sold, and the related backlog, should improve the overall efficiency and operating performance of this group.

Cost of Application-hosting Services

The Company incurs expenses for its application-hosting services for the third party outsourcing services it uses, which are directly related to some of the application-hosting services revenues generated by the ASPeN services division as well as the cost of the new data center that went on-line in October 2002. The current cost of sales is approximately 65%, but is expected to decrease, in fiscal year 2003, as the second application-hosting data center, which the company has established, consolidates all of the ASPeN clients into the new data center. This data center will have a relatively fixed cost rather than a totally variable cost structure, which the Company now pays to the outsourcing service bureau the Company currently use for some customers.

Selling, General and Administrative

Selling, general and administrative expenses consist primarily of: compensation and related benefits and reimbursable travel and living expenses related to the Company's sales, marketing and administrative personnel; advertising and marketing expenses, including trade shows and similar type sales and marketing expenses; and general corporate expenses, including occupancy costs. During the third quarter of fiscal 2002, selling, general and administrative expenses increased to \$822,764 compared with \$748,781 in the comparable prior quarter. During the first nine months of fiscal 2002, selling, general and administrative expenses increased to \$2,572,838 compared with \$2,087,494 in the comparable prior period. The increase in Selling, General and Administrative expenses is due to normal inflation and the increased cost to defend our intellectual property rights in two matters initiated by the Company. [See Part II. Item 1 Legal Proceedings of this Form 10-Q.] In addition, the Company has gradually increased or reallocated its resources to focus its sales efforts on indirect distribution through its current and future Remarketing, Reseller, and ASPeN services partners as well as increasing its direct sales efforts to accommodate the increasing number of sales inquiries and opportunities available to the Company. The increased emphases on indirect sales include additional personnel assigned to LanVision's Corporate Development Group and increased travel and living expenses as the pace of corporate development activities has increased. The increase in direct selling costs includes additional travel and living and increased trade show and advertising expenses. LanVision anticipates hiring a new sales director to augment the existing small direct sales staff in order to take advantages of the opportunities the Company believes are currently available to it in the direct sales area. Also, the internal resources of LanVision's Client Managers have been redirected to more concentrated selling effort into our current installed base and less on managing professional services engagements.

Accordingly, the costs associated with the Client Managers are now reported as selling, general and administrative expenses rather than cost of professional services.

Product Research and Development

Product research and development expenses consist primarily of: compensation and related benefits; the use of independent contractors for specific development projects; and an allocated portion of general overhead costs, including occupancy. During the third quarter, research and development expenses were \$517,455 compared with \$496,682 in the comparable prior quarter. During the first nine months, research and development expenses were \$1,567,288 compared with \$1,618,458 in the comparable prior period. The nine-month decrease results from lower staff costs resulting from converting consultants to company employees at lower costs, and increased capitalized software development costs for the newest product codingANYware. The Company closely monitors and augments its research and development staff, as necessary, to ensure the timely development of new products. The Company capitalized, in accordance with Statement of Financial Accounting Standards No. 86, \$450,000 and \$375,000 of product research and development costs in the first nine months of fiscal 2002 and 2001. The capitalized costs during the first nine months of fiscal 2002 relate primarily to LanVision's two new products, accessANYware, and codingANYware.

Operating income

The operating income for the third quarter of fiscal 2002 was \$751,464 compared with \$1,000,596 in the third quarter of fiscal 2001, because of lower systems sales, as discussed above. The operating income for the first nine months of fiscal 2002 was \$1,932,810 compared with \$1,334,575 in the first nine months of fiscal 2001, an improvement of approximately \$598,000. The year-to-date increase in the operating income results primarily from: (1) continued stringent cost controls, (2) increased revenues of approximately \$1,317,663, which occurred in all revenue categories, offset by (3) higher cost of system sales because of a higher content of hardware sales, with lower margins, and increased selling, general and administrative expenses as discussed above.

Interest income consists primarily of interest on invested cash. The decreases in interest income results from lower cash balances and significantly lower interest rates.

Interest expense relates to the long-term debt. In connection with setting the loan covenants for fiscal year 2002, the Company made an additional \$500,000 special payment of the long-term deferred interest on March 13, 2002.

Net income

The net income for the third quarter of fiscal 2002 was \$252,439 (\$.03 per share) compared with \$498,257 (\$.06 per share) in the third quarter of fiscal 2001. The net income for the first nine months of fiscal 2002 was \$552,340 (\$.06 per share) compared with \$30,020 (\$.00 per share) in the first nine months of fiscal 2001. The improvement

in the year-to-date net income is the primarily the result of the increased revenues as noted above.

Notwithstanding the less than anticipated number of new customer agreements signed by the Company and its resellers in the past, management continues to believe that the healthcare document imaging and workflow software applications market is significant which, with the help of our existing and future partners, will enable LanVision to capture a significant portion of the market. Management believes it has made, and continues to make, the investments in the talent and technology necessary to establish the Company as a leader in this marketplace, and continues to believe the Company is well positioned to experience significant revenue growth primarily through third party distributors and remarketing partners.

Since commencing operations in 1989, the Company has incurred operating losses. Although the Company is currently profitable, and achieved profitability in fiscal years 1992, 1993, 2000 and 2001, the Company incurred a net loss in fiscal years 1994 through 1999. In view of the Company's prior operating history, there can be no assurance that the Company will be able to achieve consistent profitability on a quarterly or annual basis or that it will be able to sustain or increase its revenue growth in future periods. Notwithstanding prior operating results, in eight of the last nine quarters the Company has been profitable from operations and the Company believes that it can maintain such profitability at its current expense levels and that it can also increase revenues.

LIQUIDITY AND CAPITAL RESOURCES

During the last six fiscal years, LanVision has funded its operations, working capital needs and capital expenditures primarily from the \$34,000,000 in proceeds of LanVision's 1996 Initial Public Offering, cash generated by operations and a \$6,000,000 loan.

LanVision's customers typically have been well-established hospitals or medical facilities with 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 and payments from some organizations have been extended to meet their budgetary and cash constraints. Agreements with customers often involve significant amounts and contract terms typically require customers to make progress payments.

LanVision has no significant obligations for capital resources, other than noncancelable operating leases in the total amount of approximately \$475,000, payable over the next five years and Capitalized Leases with payments totaling \$696,352 over the next four years.

In July 2004, upon maturity of the long-term debt, LanVision may, under the terms of the long-term debt agreement, be required to pay to the lender an amount necessary so that the market value of the stock underlying the Warrants issued to the lender in connection with the long-term debt, plus the 12% interest paid on the loan will yield the lender a 25% compound annual return. If the yield from the value of the Warrants plus interest paid does not provide the lender with the 25% guaranteed compound annual return, LanVision is required to pay the additional amount in cash at the time of maturity. Accordingly, LanVision is accruing interest on the loan at a 25% compound interest rate, regardless of the value of the stock and the inherent value of the Warrants. The current estimate of the maximum accrued and unpaid deferred interest obligation at maturity, which would be required to be paid to the lender, assuming the Warrants have no value, is approximately \$5,300,000. Depending on the amount of cash LanVision has at that time, and the value of the Warrants, it may be necessary for LanVision to borrow funds or obtain additional equity in order to fund the deferred interest payable to the lender at that time. LanVision believes that continued operating performance improvements should enable it to fund a portion of the obligation and borrow the additional funds necessary to fully retire the obligation at maturity. However, there can be no assurance LanVision will be able to do so.

The long-term debt agreement requires LanVision to meet certain financial covenants, including minimum levels of quarterly revenues, earnings before interest and taxes, and net worth. The minimum financial covenants at January 31, 2003, for the fiscal year then ended, are as follows: revenues of \$11,500,000; earnings before interest and taxes of \$2,300,000; and net worth of \$3,500,000.

Over the last several years, LanVision's revenues were less than its internal plans. However, during the same period, LanVision has expended significant amounts for capital expenditures, product research and development, sales, support and consulting expenses. This resulted in significant net cash outlays over the last five years. Although LanVision has reduced staffing levels and related expenses, increased revenues and improved operating performance, LanVision's expenses are currently increasing. Accordingly, to continue to achieve increasing profitability, and positive cash flow, it is necessary for LanVision to increase revenues or reduce expenses. LanVision believes that the requirement for healthcare organizations to become HIPAA compliant, and the recent signing of the IDX Information Systems Corporation remarketing agreement and the 3M agreements should offer significant opportunities to increase revenues. Additionally, the IDX and Siemens Remarketing Agreements, as previously noted, have significantly expanded the sales distribution capabilities of LanVision. LanVision believes that market opportunities are such that LanVision should be able to increase its revenues. However, there can be no assurance LanVision will be able to do so.

At October 31, 2002, LanVision had cash and cash equivalents of \$6,246,127. Cash equivalents consist primarily of overnight bank repurchase agreements and short-term commercial paper. Under the terms of its loan agreement, as amended, LanVision has agreed to maintain a minimum cash and cash equivalent balance of \$4,800,000. Over the next twelve months, \$2,000,000 of long-term debt is required to be repaid to the lender.

LanVision has significantly reduced operating expenses during the last three fiscal years and believes it will continue to improve operating results in fiscal 2002 and beyond. Notwithstanding the increases in fiscal year 2001 and the first nine months of fiscal 2002 of revenues and operating income, for the foreseeable future, LanVision will need to continually assess its revenue prospects compared to its then current expenditure levels. If it does not appear likely that revenues will increase, it may be necessary to reduce operating expenses or raise cash through additional borrowings, the sale of assets, or other equity financing. Certain of these actions will require lender approval. However, there can be no assurance LanVision will be successful in any of these efforts. If it is necessary to significantly reduce operating expenses, this could have an adverse effect on future operating performance.

To date, inflation has not had a material impact on LanVision's revenues or expenses. Additionally, LanVision does not have any significant market risk exposure at October 31, 2002.

SIGNED AGREEMENTS - BACKLOG

LanVision, or its remarketing partners, enter into master agreements with their customers to specify the scope of the system to be installed and services to be provided, the agreed upon aggregate price and the timetable for implementation. The master agreement typically provides that the Company, or its remarketing partner, will deliver the system in phases pursuant to the customer's purchase orders, thereby allowing the customer flexibility in the timing of its receipt of systems and to make adjustments that may arise based upon changes in technology or changes in customer needs. The master agreement also allows the customer to request additional components as the installation progresses, which additions are then separately negotiated as to price and terms. Historically, customers have ultimately purchased systems and services in addition to those originally contemplated by the master agreement. Although there can be no assurance that customers will continue in the future to expand their systems and purchase additional licenses and services, LanVision believes, based on its past experience, that its customers will expand their existing systems.

At October 31, 2002, the Company's and its resellers' customers had entered into master agreements for systems and services (excluding support and maintenance and transaction based revenues for the ASPeN services division), which had not yet been delivered, installed and accepted which, if fully performed, would generate revenue to LanVision of approximately \$4,337,000, compared with approximately \$4,417,000 at the end of fiscal 2001. The systems and services are currently expected to be delivered over the next two to three years. In addition, the Company anticipates approximately \$1,000,000 in application-hosting services revenues for the ASPeN services division's current clients over the remaining lives of the current contracts. However, LanVision has also received an interim Purchase Order to provide start up ASPeN services to a new client, pending approval of a negotiated three-year agreement by the new client's board. When the agreement receives approval, an estimated additional \$3,400,000 in application-hosting services revenues, over the next three years, will be added to the backlog.

LanVision's master agreements also generally provide for an initial maintenance period and give the customer the right to subscribe for maintenance and support services on a monthly, quarterly or annual basis. Maintenance and support revenues for fiscal years 2001, 2000 and 1999 were approximately \$4,032,000, \$3,678,000, and \$3,264,000, respectively. Maintenance and support revenues are expected to increase slightly in 2002.

The commencement of revenue recognition varies depending on the size and complexity of the system, the implementation schedule requested by the customer and usage by customers of the ASPeN services division. Therefore, LanVision is unable to accurately predict the revenues it expects to achieve in any particular period. The Company's master agreements generally provide that the customer 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 customer will not cancel all or any portion of a master agreement or delay installations. A termination or installation delay of 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 business, financial condition and results of operations.

COMMITMENTS AND CONTINGENCIES

Maintenance Agreements Warranties and Indemnities

LanVision has maintenance agreements to provide services in future periods after the expiration of an initial warranty period. LanVision invoices customers in accordance with the agreements and records the invoicing as deferred revenues and recognizes the revenues ratably over the term of the maintenance agreements. LanVision warrants to customers that its software will meet certain performance requirements. LanVision also indemnifies its customers and remarketing partners against certain claims in the normal course of business.

Application-hosting Services

LanVision enters into long-term agreements to provide document imaging/management and workflow services to its healthcare customers on an outsourced basis from a central data center. LanVision warrants to customers that its hosting services will meet certain performance requirements.

Employment Agreements

LanVision has entered into employment agreements with its officers and employees that generally provide annual salary, a minimum bonus, discretionary bonus, stock incentive provisions, and severance arrangements.

Item 4. CONTROLS AND PROCEDURES

As of December 2, 2002, an evaluation was performed under the supervision and with the participation of LanVision's senior management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of LanVision's disclosure controls and procedures. Based on that evaluation, LanVision's management, including the Chief Executive and Chief Financial Officer, concluded that LanVision's disclosure controls and procedures were effective as of December 2, 2002 and there were no significant deficiencies or material weaknesses. There have been no significant changes in LanVision's internal control, or in the other controls that could significantly affect internal controls subsequent to December 2, 2002.

Part II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

LanVision is a party to various legal proceedings and claims that arise in the ordinary course of business from time to time. Currently, LanVision is a party to several pending lawsuits that were initiated by LanVision to protect its intellectual property rights, to enforce non-competition covenants and/or to prevent third parties from improperly interfering in LanVision's business. The defendants in one of these actions have asserted, and others may assert in the future, counterclaims against LanVision. While the outcome of these claims, as well as any claims that may not have yet been asserted against LanVision, whether in these actions or otherwise, cannot be predicted with certainty at this time, LanVision is not aware of any legal matters that will have a material adverse effect on LanVision's consolidated results of operations or consolidated financial position.

Item 3. DEFAULTS ON SENIOR SECURITIES

The Company is not in default under its existing Loan Agreement.

Item 5. OTHER INFORMATION

Copies of documents filed by LanVision Systems, Inc. with the Securities and Exchange Commission can be found at the website www.lanvision.com. Copies can be downloaded free of charge.

Item 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

- 3.1 Certificate of Incorporation of LanVision Systems, Inc. (*)
- 3.2 Bylaws of LanVision Systems, Inc. (*)
- 10 Reseller Agreement between Siemens Medical Solutions Health Services Corporation and LanVision Systems, Inc. and LanVision, Inc. entered into on September 12, 2002. (##)
- 10.1 Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and J. Brian Patsy effective February 1, 2002.
- 10.2 Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and Eric S. Lombardo effective February 1, 2002.
- 11 Computation of Earnings (Loss) Per Common Share
- 99.1 Certification by Chief Executive Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 99.2 Certification by Chief Financial Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(*) Incorporated by reference.

(##) The Company has applied for Confidential Treatment of portions of this agreement with the Securities and Exchange Commission.

(b) Reports on Form 8-K

None

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.

LANVISION SYSTEMS, INC.

DATE: December 12, 2002

By: /s/ J. Brian Patsy

J. Brian Patsy
Chief Executive Officer and
President

DATE: December 12, 2002

By: /s/ Paul W. Bridge, Jr.

Paul W. Bridge, Jr.
Chief Financial Officer and Treasurer

CERTIFICATIONS

I, J. Brian Patsy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of LanVision Systems, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statements 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report.
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the Registrant and have:
 - a) designed such disclosure controls and procedures 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 quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process,

summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

December 12, 2002

/s/ J. Brian Patsy

Chief Executive Officer and
President

I, Paul W. Bridge, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of LanVision Systems, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statements 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a. designed such disclosure controls and procedures 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 quarterly report is being prepared;
 - b. evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c. presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process,

summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

December 12, 2002

/s/ Paul W. Bridge, Jr.

Chief Financial Officer and
Treasurer

INDEX TO EXHIBITS

Exhibit No. -----	Exhibit -----
3.1	Certificate of Incorporation of LanVision Systems, Inc. Previously filed with the Commission and incorporated herein by reference from, the Registrant's Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996.
3.2	Bylaws of LanVision Systems, Inc. Previously filed with the Commission and incorporated herein by reference from, the Registrant's Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996.
10	* Reseller Agreement between Siemens Medical Solutions Health Services Corporation and LanVision Systems, Inc. and LanVision, Inc. entered into on September 12, 2002.
10.1	# Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and J. Brian Patsy effective February 1, 2002.
10.2	# Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and Eric S. Lombardo effective February 1, 2002.
11	Computation of Earnings (Loss) Per Common Share
99.1	Certification by Chief Executive Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.2	Certification by Chief Financial Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*	The Company has applied for Confidential Treatment of portions of this agreement with the Securities and Exchange Commission.
#	Management Contracts and Compensatory Arrangements

Exhibit 10
LANVISION SYSTEMS, INC.

Reseller Agreement between Siemens Medical Solutions Health Services Corporation and LanVision Systems, Inc. and LanVision, Inc. entered into on September 12, 2002.

RESELLER AGREEMENT

This agreement ("Agreement") is made and entered into this 12 day of September, 2002 ("Effective Date") by and between SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORPORATION, a Delaware corporation, located at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("Siemens") and LANVISION SYSTEMS, INC., located at 5481 Creek Rd., Cincinnati, Ohio 45242, and LANVISION, INC., located at the same address (collectively, LanVision Systems, Inc., a Delaware corporation and LanVision, Inc., an Ohio corporation, shall be referred to as "LanVision"). This Agreement replaces in its entirety and terminates, except as otherwise noted in Exhibit B, the agreement dated 21 February 1998 by and between SHARED MEDICAL SYSTEMS CORPORATION (now known as Siemens Medical Solutions Health Services Corporation) and LanVision.

1. Background.

- 1.1. Siemens is in the business of providing health information systems and services to the health industry.
- 1.2. LanVision is in the business of providing medical record software applications and services utilizing document imaging and workflow technologies to the health industry.
- 1.3. The parties desire to enter into a relationship in which Siemens will market and sublicense the Software and Documentation to End Users and offer delivery, installation, First-Level Support and Second-Level Support services to End Users. LanVision will provide, at Siemens' request: marketing, installation, programming, development, and Third-Level Support services to Siemens, all as set forth herein.

2. Definitions. The following definitions shall apply:

- 2.1. "Agreement" shall mean this Reseller Agreement and all present and future incorporated exhibits, schedules, appendices, addenda, and written amendments.
- 2.2. "Application Software Fee(s)" means the price list upon which the Software Royalty Fees and Support Fees are calculated and paid per End User as set forth in Exhibit H.
- 2.3. "Concurrent Usage" is defined in Exhibit H, PART 1, SECTION 1, section g.
- 2.4. "Change of Control" of LanVision shall be deemed to have occurred if: (i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act (other than LanVision, a controlled affiliate of LanVision, any trustee or other fiduciary holding securities under any compensatory benefit plan of LanVision or an affiliate of LanVision, or any entity owned directly or indirectly by the stockholders of LanVision

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

in substantially the same proportions as their ownership of stock of LanVision), is or becomes the beneficial owner, directly or indirectly, of Voting Securities representing more than fifty percent (50%) of LanVision's then outstanding Voting Securities; (ii) a merger or consolidation of LanVision with any other corporation which is not a controlled affiliate of LanVision is consummated, other than a merger that would result in the Voting Securities of LanVision outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than ninety-five percent (65%) of the combined voting power of the Voting Securities of LanVision (or the comparable voting securities of such surviving entity) outstanding immediately after such merger or consolidation, provided, that a merger or consolidation effected to implement a re-capitalization of LanVision or such affiliate (or similar transaction) in which no person acquires more than thirty-five percent (35%) of the combined voting power of LanVision's then outstanding Voting Securities shall not constitute a "Change of Control" of LanVision; or (iii) the sale or disposition by LanVision of all or substantially all of LanVision's assets, other than to a controlled affiliate of LanVision, is consummated.

- 2.5. "Corrections" shall mean modifications to the source code solely to develop bug fixes and error corrections for the Software.
- 2.6. "Deliverables" shall mean current and future Software, all Streams of Enhancements and all associated Technical Materials and Documentation. The Deliverables existing as of the date of this Agreement are also listed in Exhibit A.
- 2.7. "Documentation" shall mean the current and future technical and user manuals, instructions and user guides, including updates thereto, relating to the Software, whether in printed or electronic format, developed by or on behalf of LanVision.
- 2.8. "End User" shall mean any entity that enters into a sublicense agreement with Siemens that includes the Software.
- 2.9. "End User Software Sublicense Agreement" shall refer to a written agreement between Siemens and End Users, which shall at a minimum contain language that protects LanVision and its Software in a manner that (i) is no less protective than as set forth in Exhibit E; and (ii) is consistent with the methods and language used by Siemens to protect itself and its software.
- 2.10. "First-Level Support" shall mean issue recognition and problem determination and resolution procedure processing.
- 2.11. "First Productive Use" shall mean the date on which live data at an End User site is first processed through the Software and used in the live operation of the End User's facility.
- 2.12. "Included Products" shall mean Third Party Components that are included in the cost of the Software and provided to Siemens along with the LanVision Software for redistribution to End Users.
- 2.13. "LanVision Application Object" is defined in Exhibit H, PART 1, SECTION 1, section g.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

- 2.14. "New Product" shall mean a new offering that provides an application solution not previously available or provides substantially different functionality.
- 2.15. "Non-Included Products" shall mean Third Party Components that are not included in the cost of the Software and shall include three (3) categories of products: 1) third party software that must be purchased from LanVision ("Category 1"); 2) third party software that may be purchased from LanVision ("Category 2"); and 3) third party software that must be purchased through a channel other than from LanVision ("Category 3").
- 2.16. "Ongoing Proper Siemens Support" shall mean the provision of Third-Level Support by LanVision or its successor at an aggregate response level and quality of service no less than it performs for its own customers.
- 2.17. "Per Visit" shall mean an individual patient's visit to or admission to an End User's clinic, hospital, or other End User affiliated facility during a calendar year that creates a billable activity or service, as reported in End User's annual census.
- 2.18. "Professional Services Fees" shall mean the fees paid by Siemens to LanVision for the services described in Exhibit I and that LanVision or its approved sub-contractors provide.
- 2.19. "Prospective End User" shall mean a Siemens client or prospective Siemens client to whom Siemens is actively marketing the Software and any Siemens Software. "Actively marketing" shall mean that Siemens has conducted (i) executive level meetings regarding the licensing of the Software and any Siemens Software at the subject site within the preceding six (6) months, and/or (ii) demonstrations of the Software and any Siemens Software at the subject site within the preceding six (6) months.
- 2.20. "Releases" shall mean a redistribution of the Software to End Users, containing an aggregation of Updates and/or minor functional, operational and/or performance improvements. (e.g. A Release is identified by a change in a number, specifying the unique revision state of the Software, which number is to the right of the first decimal point (from V 3.4.11 to V 3.5.0)).
- 2.21. "Second-Level Support" shall mean the resolution of problems that are beyond the capabilities of the First-Level Support personnel, but do not require access to, or knowledge of, the source code. In addition to a more in-depth knowledge of the LanVision Software, individuals performing Second-Level Support must have extensive knowledge of the hardware platform, operating system, networking, database, imaging, workflow and other elements of the overall system implementation. Onsite visits may be required in the performance of Second-Level Support.
- 2.22. "Siemens Competitor" shall mean any entity, including its parents, subsidiaries, and divisions, or partnerships and joint ventures, that derives at least fifty percent (50%) of its gross revenues from hardware, software, and/or services that compete with those of Siemens; provided, however, that Siemens Competitor shall not include a parent, subsidiary, or division of an entity, or any partnerships or joint ventures in which an entity holds an equity interest so long as those portions of the entity that are competing

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

with Siemens have no right to access, use, license, market, remarket, or support LanVision's Software after a Change of Control of LanVision (e.g., Cerner, Eclipsys, Meditech, IDX, McKesson-HBOC).

- 2.23. "SOAR" shall mean a Siemens Systems and Operations Assurance Review conducted by Siemens with the End User to prepare the End User for the implementation of the Software.
- 2.24. "Siemens Software" shall mean any past, current or future Siemens proprietary software application that it has or will license or sublicense to current or prospective customers.
- 2.25. "Software" shall mean the software (as described in Exhibit A) and future software with substantially the same functionality as the current software developed, marketed and licensed by LanVision to Siemens hereunder.
- 2.26. "Project Implementation Activities" shall mean the earliest date on which Siemens performs billable implementation activities or services, or the date that Siemens and the End User mutually agree on an implementation plan or the date that Siemens places a hardware order relating to the Software for the End User.
- 2.27. "Software Royalty Fees" shall mean the amount paid to LanVision based on the Application Software Fees per Exhibit H.
- 2.28. "Streams of Enhancements" means future Updates and Releases. Streams of Enhancements shall also include Versions as long as Siemens is paying Support Fees for LanVision's Version Upgrade Assurance under Section 14.4 herein or a substantially similar LanVision support program under a different name.
- 2.29. "Support Day(s)" shall consist of eight (8) cumulative hours of support, programming, development or training activity performed by any designated LanVision representative.
- 2.30. "Support Fees" shall mean the fees paid by Siemens to LanVision for the provision of Third-Level Support as set forth in Section 14.4.
- 2.31. "Technical Materials" shall mean the items describing the technical functionality and specifications of the Software that is listed under the heading "Technical Materials" in Exhibit A.
- 2.32. "Third-Level Support" shall mean the resolution of Software problems that require use of the Software source code, and the development of all Updates and Releases. Third-Level Support shall be available pursuant to Section 14.4 herein.
- 2.33. "Third Party Components" shall mean all third party software that is necessary for the proper functioning and usage of the Software and the related documentation.
- 2.34. "Updates" shall mean packages of Corrections, as well as revisions addressing common functional and performance issues, released to the End User. (e.g. An Update is identified by a change in a number, specifying the unique revision state of

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

the Software, which number is to the right of the second decimal point (from V 3.4.11 to V 3.4.12)).

- 2.35. "Version Upgrade Assurance" shall mean the right to receive new Versions [CONFIDENTIAL] provided Support Fees described in Section 14.4 are paid.
- 2.36. "Versions" shall mean new features packaged as part of existing Software containing substantially new architecture and/or additional functional, operational and/or performance improvements. A Version is identified by a change in a number, specifying the unique revision state of the Software, which number is to the left of the first decimal point. (e.g., from V 3.4.12 to V 4.0.0).
- 2.37. "Voting Securities" shall mean (i) the Common Stock and any other securities (including voting preferred stock) issued by LanVision which are entitled to vote generally for the election of directors or other governing body of the company, whether currently outstanding or hereafter issued, and (ii) all rights, warrants, options, convertible securities or indebtedness, exchangeable securities or indebtedness, or other rights, exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock or any such securities, whether at the time of issue or upon the passage of time or the occurrence of some future event.

3. Executive Team.

To oversee the parties' relationship under this Agreement, Siemens and LanVision will create an Executive Team, comprised of two senior managers from each organization. The Executive Team will meet at least quarterly and more frequently if required throughout the term of this Agreement and be responsible for monitoring the progress of the relationship, recommending and causing improvements to be implemented, and discussing mutual strategy as it relates to this Agreement. In the event of a deadlock the Executive Team will submit to dispute resolution pursuant to Section 16.

4. Change of Control

- 4.1. If LanVision undergoes a Change of Control and the acquirer is a Siemens Competitor, then the provisions in Section 10.3, regarding Ongoing Proper Siemens Support, and Section 23.1.3, regarding source code release, shall apply.
- 4.2. LanVision shall provide prompt notice to Siemens of any Change of Control of LanVision, or any publicly announced agreement or publicly announced intention to engage in such Change of Control, in accordance with Section 24.9, identifying the full corporate name and address of the acquirer, unless LanVision is precluded from identifying the acquirer under the terms of the proposed transaction.
- 4.3. If LanVision undergoes a Change of Control that involves the disposition by LanVision of all or substantially all of LanVision's assets, to the extent such assets sold include the Software or rights to the Software, to a party other than a controlled affiliate of LanVision, then LanVision warrants that the entity or entities acquiring such assets shall assume LanVision's obligations under the Agreement. If LanVision undergoes any other Change of Control and, subsequent to the Change of Control, the acquiring party seeks

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

to transfer all or a substantial portion of LanVision's assets to a party other than a controlled affiliate of LanVision, then LanVision warrants that the entity or entities acquiring such assets shall assume LanVision's obligations under the Agreement.

- 4.4. In the event that LanVision seriously entertains a formal offer from a third party to acquire LanVision's stock which will effect a Change of Control or substantially all of LanVision's assets, LanVision shall [CONFIDENTIAL].
5. Software Changes.
 - 5.1. To provide input into the process of making future Software changes, the parties will create a Project Team comprised of dedicated and knowledgeable personnel from each party. The Project Team will meet on a mutually agreed upon schedule. Project Team leaders may also participate in Executive Team meetings and issue status reports to the Executive Team as required by the Executive Team. It is understood and agreed that LanVision will provide a migration path for interoperability for the Software for all future Updates, Releases, Versions and programming changes delivered to Siemens, except if both parties mutually agree otherwise.
 - 5.2. Siemens and LanVision recognize that further integration of the current and future Software with Siemens Software will enhance the marketability of the Software to End Users. Siemens and LanVision intend to consider future integration requirements, based upon the recommendations of the Project Team, throughout the term of this Agreement. In addition, the parties agree to consider separate agreements wherein LanVision shall consider integration of its Software with [CONFIDENTIAL]
 - 5.3. LanVision warrants and Siemens acknowledges that the Software integrates with Siemens Software existing as of the Effective Date, and that the items noted as "Private Label Enabled" in Exhibit A are capable of being private labeled by Siemens (Private Label Enabled) as a component of Siemens Software. All LanVision labels except such proprietary markings described in Section 7.2, in the Software will be removed and replaced by Siemens with LanVision's assistance, at Siemens' election, with Siemens Software labels.
 - 5.4. Any changes in the Siemens Software that require changes in the LanVision Software are billable to Siemens at the then current Professional Services Fees contained in Exhibit I unless otherwise agreed to by the parties.
 - 5.5. Siemens will initially make available [CONFIDENTIAL]

Siemens will integrate [CONFIDENTIAL]

LanVision will supply to Siemens [CONFIDENTIAL] the Software Developer Kit (SDK), including appropriate documentation for LVAB. LanVision will also make resources available as needed [CONFIDENTIAL] to Siemens to advise Siemens regarding the interface to LVAB or to answer questions about LVAB, and will provide support to Siemens [CONFIDENTIAL] so long as Siemens pays Support Fees as set forth in Section 14.4.

Siemens will offer [CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

[CONFIDENTIAL]

6. Software Rights and Sublicenses.

- 6.1. LanVision grants to Siemens and Siemens' subsidiaries the non-exclusive, worldwide right to: i) integrate and/or embed LanVision's Software and all supporting technology foundation/infrastructure components ("LanVision Products") into Siemens' and its subsidiaries' products and services; ii) copy, market, sublicense and distribute such LanVision Products and accompanying Documentation; iii) private label LanVision Products; and iv) sublicense the LanVision Products to End Users on a perpetual or term basis [CONFIDENTIAL]. This license grant will include the use of LanVision Products with all Siemens' and its subsidiaries' products and third-party interfaced products. The parties may also by amendment establish pricing for the provision of application service provider services using the LanVision Software.
- 6.2. Siemens shall have the right to sublicense all Included Products and Non-Included Products for the Software specifically including Third Party Components and including but limited to those listed in Exhibit C, Part 2, throughout the United States. LanVision shall diligently, and using all good faith efforts, pursue on behalf of Siemens such rights to sublicense all future Third Party Components that may not be provided under current LanVision Third Party Component vendor agreements. Siemens' right to sublicense on a world-wide basis the Third Party Components is conditioned on LanVision having or obtaining such rights from its third party software suppliers for End Users located outside the United States. For any rights that LanVision does not have, LanVision shall diligently, and using all good faith efforts, promptly pursue such rights for Siemens to sublicense all such Third Party Components on a world-wide basis, and LanVision shall provide written status reports on such progress to Siemens on the Third Party Report.
- 6.3. Internal Use License. LanVision grants to Siemens and Siemens' subsidiaries a royalty-free license for the internal use only of the Deliverables by Siemens and its subsidiaries solely for purposes of enabling Siemens, if it so elects, to perform testing, version control, support, interfaces, training and to market, and sublicense the LanVision Software; and to provide support services to End Users.
- 6.4. All copyrights, patents, trade secrets, and other intellectual property rights associated with the Deliverables and any ideas, concepts, methodologies, techniques, inventions, processes, or works of authorship (collectively "Work Product") developed or created by LanVision or its contractors, successors, assigns, or nominees, shall belong exclusively to LanVision. Siemens shall have no proprietary interest or claim in or to any Work Product. Siemens shall not decompile or otherwise reverse engineer or decode the Software; provided that in the event Siemens receives delivery of the Software source code from escrow, Siemens shall have the right to use such source code to perform programming changes and other development activities so long as LanVision's Work Product is protected and Software Royalty Fees, not subject to the right to withhold or set-off provisions of this Agreement, are paid to LanVision. Siemens acknowledges that a breach of its obligations under this Section 6.4 may cause irreparable harm for which monetary damages may be inadequate. LanVision will be entitled to seek injunctive relief for any such breaches.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

- 6.5. It is understood and agreed that in the event Siemens discovers that an End User has exceeded its authorized license usage, Siemens shall, upon discovering such event, use all reasonable efforts to (i) enforce the End User Software Sublicense Agreement and (ii) exercise any other reasonable remedies allowed and available to collect fees due and/or enforce the End User Software Sublicense Agreement. Provided Siemens performs its responsibilities under this subsection, LanVision shall not treat such excess use by an End User as a sublicense violation or other violation of LanVision's intellectual property rights by Siemens. However, LanVision shall consider such excess use by an End User as a license violation or other violation of LanVision's intellectual property rights and LanVision may choose to avail itself of the rights and remedies set forth in Section 20.
 - 6.6. Siemens shall not authorize an End User to distribute, modify or reproduce (other than for its own internal purposes within the scope of the End User Software Sublicense Agreement) any Deliverables.
7. Siemens Rights and Responsibilities.
- 7.1. Siemens shall market and sublicense the Software and Documentation commensurate with market demand for the Software. Siemens' marketing efforts outside the United States are also conditioned on the availability of localized versions of the Software, the availability of necessary Third Party Components, and intellectual property indemnities for such countries from LanVision.
 - 7.2. Siemens will incorporate appropriate information about the Software and Documentation with LanVision's assistance in Siemens' software documentation, will identify the Software and Documentation as being proprietary to LanVision, and will include all proprietary markings required by LanVision as shown in Exhibit A, Section 2.
 - 7.3. Siemens may, but is not required to, offer the Software and Documentation for sublicense on a private label basis, i.e., Siemens may sublicense the Software under one or more trade names to be selected by Siemens. In no event shall LanVision market the Software under the trade names chosen by Siemens without Siemens' prior knowledge and consent in order to avoid duplication of efforts and confusion in the Siemens customer and prospect basis.
 - 7.4. Siemens shall have the right to use, modify, and/or distribute LanVision's marketing materials and Documentation related to the Software as deemed appropriate by Siemens and with LanVision's prior written approval which shall not be unreasonably withheld. Siemens is responsible for the creation and delivery of marketing materials to Prospective End Users, including adaptation of LanVision materials associated with any private labeled Software and/or Documentation offered for sublicense.
 - 7.5. Siemens will receive training from LanVision pursuant to Section 8.5, or upon terms and conditions agreed to by the parties, to enable Siemens to provide current and future Software installation and support services and marketing and sales support. Siemens may employ a "train the trainer" approach, whereby LanVision will train and provide periodic update or refresher training to a core group of Siemens personnel identified

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

by Siemens such that they will then be able to train other Siemens personnel. If Siemens requests that training occur at other than LanVision's facilities, Siemens shall reimburse LanVision for reasonable travel and living expenses in accordance with Siemens' then-current travel and living reimbursement policy. Siemens' current travel and living policy is attached as Exhibit J.

- 7.6. Siemens will offer to contract with End Users for the provision of installation, interface, integration, and/or support services, as appropriate.
 - 7.7. Siemens will be prepared to receive support services from LanVision as contemplated in Section 10. Siemens will install appropriate Software Updates, Releases, Versions, and programming changes that are provided by LanVision in a timely manner in accordance with Siemens release schedule.
 - 7.8. In the event LanVision or Siemens generates press announcements ("Releases") that specifically promote or describe the other party, sales or significant milestones by the other party, or the relationship created by this Agreement, the generating party will notify the other party of the anticipated press announcement, and will provide a copy of the press announcement to the other party for the other party's review, comment and approval prior to release of the press announcement. Neither LanVision nor Siemens shall issue any such press release or make any public statement about the other party without such approval, except to the extent that may be required by law, rule, or regulation. Approval of press releases shall be deemed to occur if the sending party does not receive written notice of objection or suggested changes within thirty (30) days after receipt of the press release by the other party. Notwithstanding the foregoing, LanVision shall not be deemed to be in breach of this Section in the event, in accordance with its legal obligations including, but not limited to, filings permitted or required by the Securities Act of 1933 or the Securities Exchange Act of 1934, the NASDAQ Stock Market, Inc. or other similar regulatory bodies, makes (i) such Releases or other public statements and announcements as LanVision deems necessary and appropriate in connection with this Agreement and the transactions contemplated thereby and (ii) any and all statements LanVision deems in its sole judgment to be appropriate in any and all filings, prospectuses and other similar documents. LanVision shall use reasonable efforts to provide Siemens with a copy of any Releases before any publication of same; provided that, if the content of the Release is, in the sole judgment of LanVision reasonably exercised, substantially similar to the content of a Release previously provided to Siemens, LanVision shall have no obligation to provide Siemens with a copy of such Release. Siemens may make comments to LanVision with respect to any such Releases provided to Siemens, provided however, LanVision is not required to incorporate any such comments into the Releases, except to the extent that such comments from Siemens relate to its business or information.
 - 7.9. Siemens shall perform product interface programming and testing with the assistance of LanVision pursuant to the provisions of Section 8.5 of this Agreement. Siemens shall be solely responsible to [CONFIDENTIAL].
8. LanVision Rights and Responsibilities.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

- 8.1. LanVision agrees to diligently perform research and development throughout the term of this Agreement to enhance and otherwise improve the Deliverables. Such research and development shall include, without limitation, the delivery to Siemens of Updates, Releases and/or Versions to ensure the compliance of the Deliverables with federally-mandated changes and compatibility of the Software with the Third Party Components of the Software, such compatibility to occur within [CONFIDENTIAL] after the general availability of the Third Party Components from the third party vendor if that timeframe and such compatibility are commercially feasible; provided Siemens shall receive such enhancement no later than LanVision delivers such capability to any other entity. Siemens shall have the right to provide input into the LanVision product planning process and Beta testing in a manner mutually agreeable to both parties, except to the extent Siemens' participation will cause undue delay to LanVision's development process, involves matters that are proprietary to LanVision or its other partners or are unrelated to this Agreement.
- 8.2 LanVision shall diligently, and using all good faith efforts, pursue on behalf of Siemens all necessary rights for Siemens to sublicense all Included Products and Non-Included Products (Category 1 and Category 2) required to operate the Deliverables. Exhibit C contains a listing of the Third Party Components required. LanVision shall report to Siemens [CONFIDENTIAL] (or earlier, in the event of a significant change) on all current agreements LanVision has entered into with its Non-Included Products vendors (Category 1 and Category 2) ("Third Party Report") any changes in pricing or licensing models (such changes to be prospective only) upon LanVision's receipt of notice from the third party of such intentions or actual decisions to change the price or licensing model and in any event no later [CONFIDENTIAL] prior to the change or the effective date of the third party pricing or licensing model change, whichever is sooner. The Third Party Report will also describe any changes, additions or deletions that may materially affect Siemens rights under this Agreement which information shall include extent of the rights granted, term of the agreement, restrictions and requirements on sublicensing and distribution, and technical requirements.
- 8.3. Upon mutual agreement of the parties and at rates to be negotiated by the parties at the time, LanVision shall perform, in a mutually agreeable timeframe, technically-feasible Software programming changes that may be requested by Siemens.
- 8.4. LanVision will provide support services to Siemens as described in Section 10 in consideration of Siemens paying to LanVision the Support Fees described in Section 14.4.
- 8.5. LanVision will provide [CONFIDENTIAL] after the Effective Date, to enable Siemens to (i) perform product integration, First-Level and optional Second-Level technical support, marketing and sales support, and (ii) train Siemens trainers to teach product integration, technical, marketing or sales support functions to other Siemens employees. Siemens will reimburse LanVision for reasonable travel and living expenses incurred by LanVision in the course of providing this technical support, marketing and sales support pursuant to Exhibit J. Additional training requested by Siemens shall be provided by LanVision at its then-current, published training rates.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

- 8.6. LanVision will identify in Exhibit A any distinguishing marks or proprietary notices that must accompany the Software and Documentation when distributed to End Users which Exhibit A may be modified by LanVision from time to time.
 - 8.7. LanVision will provide to Siemens source Documentation material in machine-readable form such that Siemens may adapt and include the Documentation in Siemens' softcopy library (for CD-ROM distribution to End Users), the specific formats of such materials to be specified by Siemens.
 - 8.8. LanVision will participate in Siemens user group meetings as reasonably requested by Siemens for purposes of receiving input into LanVision's development plans.
9. Delivery of Software and Deliverables.

After Siemens' request, LanVision will promptly deliver to Siemens all object code versions of the Software as documented in Exhibit A. Thereafter, LanVision will promptly deliver to Siemens all Software Updates, Releases, Versions, and Software programming changes, along with updates or revisions to Technical Materials and Documentation as they are made generally available to resellers and/or LanVision customers. LanVision shall also provide Siemens with [CONFIDENTIAL] prior notice of the release of any new Software, Release, Version or programming changes, except when LanVision must release an emergency bug fix or emergency Release.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

10. Support

10.1. LanVision Support Services. Attached as Exhibit D is a standard Siemens End User support agreement. As between Siemens and LanVision, LanVision shall perform for Siemens all Third-Level Support (and, upon mutual agreement of the parties, Second-Level Support) relating to the Deliverables, and shall otherwise perform in a manner that assists and facilitates Siemens' provision of its services to End Users, provided that the Siemens support agreement (Exhibit D) does not conflict with the terms and conditions of this Agreement. LanVision will provide a migration plan ([CONFIDENTIAL]) from a sunset product to a replacement product. If Siemens or the End User discontinues payment of Support Fees, and wishes to later upgrade to a current Version, Siemens must retroactively pay all prior Software Support fees from the day of discontinued support for that End User.

Also, so long as Siemens is paying Support Fees, LanVision shall:

10.1.1. Provide support for the current Version and version-minus-one in accordance with a mutually agreed severity priority list except for products that have been sunset, in accordance with Sections 10.1 and 10.1.2.

10.1.2. Provide Siemens with no less than [CONFIDENTIAL] notice of the sunset date of any Software.

10.1.3. Provide federally mandated changes to the Deliverables.

10.2. Siemens will offer to provide all levels of support directly to End Users, including First-Level Support. LanVision shall have no obligation to provide First or Second-Level Support directly to End Users, subject to LanVision providing all reasonably necessary documentation to Siemens in order for Siemens to perform support to End Users.

10.3. Upon a Change of Control involving a Siemens Competitor, Siemens shall be entitled to Ongoing Proper Siemens Support. LanVision, or its successor, shall not be considered to be deficient in its support obligations, until and unless the response level and quality of service provided to Siemens and/ or its End Users, materially differs from the response level and quality of service provided for the median of (i) LanVision's prior service performance; and (ii) that service provided to all LanVision's own customers.

10.4. The parties agree that continuation of End User support after the expiration or termination of this Agreement is very important. Therefore, Siemens shall have the right to continue providing support services to End Users after the expiration or termination of this Agreement, and LanVision will continue to provide support services to Siemens for the remainder of the then-current term of each End User's support agreement with Siemens which includes the Software, at LanVision's then prevailing support rate, less [CONFIDENTIAL] if this Agreement is terminated due to LanVision's breach. If the Agreement is terminated due to Siemens' breach, LanVision shall provide support services to Siemens at LanVision's then-prevailing support rate plus [CONFIDENTIAL]. If Siemens is unable or does not elect to provide support services to End Users, LanVision agrees to offer support services to affected

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

End Users subject to LanVision's then current, generally applicable support terms and fees.

10.5. LanVision shall not be responsible for Software problems or errors to the extent those problems or errors are the result of (i) modifications or other Software programming changes made by anyone other than LanVision, (ii) Siemens' or End Users' failure to use correct operating procedures, or (iii) error or malfunction in the equipment or other software (other than the third party software listed in Exhibit C) with which the Software is used. If Siemens requests support services that LanVision believes are not LanVision's responsibility for the reasons stated in this subsection, as soon as LanVision is made aware of this fact LanVision shall so advise Siemens in writing, including a statement of LanVision's charges to perform such services. Siemens shall pay LanVision on a time and materials basis at LanVision's then-current rates for any support services rendered regarding problems or errors for which LanVision is not responsible.

11. Confidentiality.

11.1. Each party shall retain in strict confidence the confidential information of the other party. Examples of confidential information include, without limitation, trade secrets, software, the Deliverables, specifications, designs, development plans, business plans, sales projections, business records, prices, the business terms of this Agreement, information relating to each party's employees and customer lists. Confidential information of a party shall only be used by the other party in the course of performing its responsibilities under this Agreement, and will be disseminated only on a need-to-know basis among its employees and agents that have executed an appropriate confidentiality agreement.

11.2. The obligations of confidentiality set forth in this Section shall not apply to information (i) disclosed to the extent required by a court of law or federal, state or local statutes or regulations; (ii) independently developed by the party receiving the information; (iii) acquired by a party from a third party not subject to such obligations, unless that party knew or should have known that the information being revealed is confidential as described in this Agreement; or (iv) which is or becomes part of the public domain through no breach of this Agreement by the revealing party.

11.3. Each party acknowledges that a breach of its obligations under this Section 11 may cause irreparable harm to the other party for which monetary damages may be inadequate. Each party will be entitled to seek injunctive relief for any such breaches, threatened or actual.

11.4. To the extent required by the provisions of the Health Insurance Portability and Accountability of 1996, as amended ("HIPAA") and regulations promulgated thereunder, LanVision and Siemens do hereby assure that each will appropriately safeguard protected health information ("PHI") made available to or obtained by either party pursuant to this Agreement. Without limiting the obligations of either party otherwise set forth in this Agreement or imposed by applicable law, each party agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity each performs on behalf of Siemens or End User, specifically each party shall:

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

- 11.4.1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
- 11.4.2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 11.4.3. Report to the appropriate party any use or disclosure of PHI not provided for by this Agreement of which LanVision becomes aware;
- 11.4.4. Ensure that any approved subcontractors who may have access to PHI agree to the same restrictions and conditions that apply to Siemens with respect to PHI;
- 11.4.5. Make available PHI in accordance with applicable law;
- 11.4.6. Make PHI available to End User so that End User can make and incorporate amendments to PHI in accordance with applicable law;
- 11.4.7. Make available the information required to provide an accounting of disclosures pursuant to applicable law;
- 11.4.8. Make each party's internal practices, books, and records relating to the use and disclosure of PHI received from an End User or either party available to the Secretary of the United States Health & Human Services for purposes of determining End Users' compliance with applicable law; (in all events, each party shall immediately notify the other of the receipt of any such request, and shall provide the other party with copies of any such materials);and
- 11.4.9. Make available the information required to provide an accounting of disclosures pursuant to applicable law; and
- 11.4.10. At termination of this Agreement, return or destroy all PHI that either party still maintains relating to the other in any form and retain no copies of PHI.

11.5 Each party agrees that this Agreement may be amended from time to time if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

12. Warranties.

12.1. LanVision warrants to Siemens during [CONFIDENTIAL] after the Software is delivered to an End User that the Software will operate materially in accordance with its Documentation, and that the hardware configuration contained in Exhibit C, Part 1 is sufficient to operate the Software. Thereafter, so long as Siemens is paying Support Fees, this warranty shall continue in effect. LanVision shall promptly repair or replace non-conforming Software so that it performs in accordance with its Documentation at no cost to Siemens or End Users. Except to the extent otherwise expressly indicated in Exhibit A, LanVision warrants that all Software is presently generally available for sublicense and support from LanVision.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

Due to the nature of computer software programs, the Software may not be entirely error free; however, this fact shall not relieve LanVision of any obligation under this Agreement. If Siemens generally changes its warranty program to shorten its term, LanVision shall be entitled to shorten its warranty.

- 12.2. LanVision warrants that the Documentation and Technical Materials provided by LanVision to Siemens will be accurate and complete to the best of LanVision's knowledge.
- 12.3. Each party warrants that the services it provides under this Agreement will be provided in a timely, competent, and workmanlike manner.
- 12.4. LanVision warrants that it owns or otherwise has the right to grant the sublicenses and rights set forth in this Agreement. Additionally, LanVision warrants that neither Siemens nor any End User will be required to obtain any other Third Party Components in order to operate the Software, except for the items designated "Non-Included Products" in Exhibit C, Section II which may be modified periodically by LanVision with no less than [CONFIDENTIAL] prior notice to Siemens.
- 12.5. LanVision warrants that it has not placed, nor is LanVision aware of, any disabling code in the Software, which would alter, destroy, or inhibit the Software or Siemens or any End User's use of the Software or the data contained therein, provided, however, that LanVision shall consider any excess use of the Software or LanVision-provided Third Party Components by an End User as a violation of the End User Software Sublicense Agreement or other violation of LanVision's intellectual property rights and LanVision may accordingly choose to restrict the use of the Software by an End User in accordance with the End User Software Sublicense Agreement and Section 20 of this Agreement if payment of additional fees due or other reasonable remedies fail pursuant to Section 6.5.
- 12.6. LanVision warrants that it will not terminate or attempt to terminate, by modem or by electronic means or by other means, use of the Software by Siemens or an End-User in connection with any dispute; provided, however, that (i) LanVision may restrict usage according to the provisions of Section 6.5 and Section 12.5, (ii) LanVision does not waive its right to seek an injunction to terminate use of the Software in connection with any material dispute with Siemens or an End User hereunder, which dispute shall remain unresolved after the parties' good faith efforts and all contractually-obligated efforts to resolve such dispute.
- 12.7. LanVision warrants that Siemens shall at all times during the term of this Agreement be entitled to rely on the warranties stated in this Section for the terms set forth in such warranties, and any additional or other warranties that LanVision makes generally available to its customers and/or which LanVision makes generally available to any Software reseller, remarketer, value added reseller or other non-end user business partner.
- 12.8. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHERS INCLUDING WITHOUT LIMITATION THE

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.9. LanVision represents and warrants that it and the personnel it intends to assign to perform services hereunder (i) have not been convicted of a criminal offense related to health care; and (ii) are not excluded from participation, and have not been found to be otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or any applicable successor statutory section or in any other government payment program. To comply with subsection (d)(ii), LanVision must verify and document that subject personnel are not identified on the Office of Inspector General's and the General Services Administration's lists of debarred persons. LanVision agrees to provide Siemens with evidence that background checks of its consultants assigned to an engagement have revealed no convictions related to health care in the two years preceding such assignment.

12.10. All LanVision warranties in this Agreement are made to Siemens only and not to any End Users. Siemens shall be solely responsible for any warranties it elects to provide to End Users.

13. Intellectual Property Indemnification.

At LanVision's expense as described herein, LanVision shall indemnify, defend and hold Siemens harmless from and against any claim including claims by End Users relating to the Software brought in the U.S. or Canada that any of the Software and/or Documentation infringes a patent, copyright, U.S. only trademark, or other intellectual property right, enforceable in the U.S. and Canada, by defending against such claim and paying all amounts that a court finally awards or that LanVision agrees to in settlement of such claim. LanVision shall also reimburse Siemens for all reasonable expenses incurred by Siemens or an End User at LanVision's request. To qualify for such defense, Siemens must (i) provide prompt notice of all claims to LanVision, (ii) allow LanVision to control the defense of the matter, and (iii) cooperate with LanVision in the defense of the matter.

14. Payments and Expenses.

Sublicense fees - For each sublicense of the Software granted by Siemens to an End User, Siemens shall pay to LanVision a Software Royalty Fee calculated in accordance with Exhibit H.

Payment Terms. Amounts to be paid by Siemens to LanVision are defined in Exhibit H., and are due and payable within [CONFIDENTIAL] of the payment milestones indicated in this Section 14.

14.1. Siemens shall pay to LanVision the following Software Royalty Fees and applicable Support Fees in consideration for the sublicensing of the Software:

14.1.1. For each sublicense of the Software granted by Siemens to an End User, Siemens shall pay to LanVision the associated Software Royalty Fees as indicated in Exhibit H, Part 1. Software Royalty Fees due LanVision for

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

Software sublicenses contracted by Siemens shall be reported and due and payable to LanVision within [CONFIDENTIAL] after the end of the calendar month in which the milestone occurs, and the End User Software Sublicense Agreement shall specify the options ("a" or "b" below) selected by the End User (which shall correspond with the relevant payment terms to Siemens in the End User Software Sublicense Agreement) as follows:

a) Standard Sublicense Payment Plan:

- [CONFIDENTIAL] upon execution by Siemens of an End User Software Sublicense Agreement, which includes the Software.
- [CONFIDENTIAL] upon the earlier of delivery of the Software to an End User, or [CONFIDENTIAL] after SOAR begins, or if there is no SOAR, [CONFIDENTIAL] from the date on which Project Implementation Activities begin.

b) Departmental Roll Out Plan (DROP):

The DROP plan enables Siemens and End Users to implement a time-sensitive implementation plan in conjunction with a payment plan that is designed to allow for an orderly enterprise wide deployment of the Software by various departments over a

[CONFIDENTIAL] time period.

- [CONFIDENTIAL] upon execution by Siemens of an End User Software Sublicense Agreement, which includes the Software.
- [CONFIDENTIAL] of the Software Royalty Fee [CONFIDENTIAL] from execution of the End User Software Sublicense Agreement.
- [CONFIDENTIAL] of the Software Royalty Fee [CONFIDENTIAL] from execution of the End User Software Sublicense Agreement.
- [CONFIDENTIAL] of the Software Royalty Fee [CONFIDENTIAL] from execution of the End User Software Sublicense Agreement.
- [CONFIDENTIAL] of the Software Royalty Fee [CONFIDENTIAL] from execution of the End User Software Sublicense Agreement.

14.2. Siemens shall provide LanVision with a summary report that lists the Application Software Fees for each End User that identifies the End User's name, contract date, the SOAR, or Project Implementation Activity Date, the Software delivery date, if such information is available, and the appropriate Software Royalty Fees owed LanVision. The report shall be sent to LanVision within

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

[CONFIDENTIAL] after the end of the calendar month in which the Software Royalty Fees payment milestones listed in this Section 14 occurs.

- 14.3. [CONFIDENTIAL]
- 14.4. Support - In consideration of LanVision providing Third-Level Support as described in Section 10, and Version Upgrade Assurance, Siemens shall pay LanVision, per End User being supported by Siemens, an annual Support Fee equal to [CONFIDENTIAL] of the Application Software Fee applicable at the time the End User Software Sublicense Agreement or amendments thereto is executed (the "Support Fee"). All support coverage is provided during [CONFIDENTIAL] and outside of these hours on a time and materials basis in accordance with Exhibit I, or as otherwise agreed. As to each End User, the Support Fees will commence on day 1 [CONFIDENTIAL] following delivery of the Software to that End User, and will be reported and paid [CONFIDENTIAL] in arrears.
- 14.5. Implementation and Professional Services - Siemens has the right to purchase implementation and/or Professional Services from LanVision for specific End Users at the rates published in Exhibit I. LanVision shall perform such Professional Services as a Siemens' subcontractor pursuant to the provisions of Exhibit F.
- 14.6. Miscellaneous Expenses and Costs. Except as otherwise expressly provided, each party shall bear its own expenses and costs of performing under this Agreement. If Siemens agrees to reimburse LanVision for any expenses, LanVision must submit invoices to Siemens within [CONFIDENTIAL] after the expense is incurred to qualify for payment.
- 14.7. Payment Terms. Amounts to be paid by Siemens to LanVision shall be payable on the date or event specified in this Agreement, or if not specified, [CONFIDENTIAL] after receipt of a correct invoice from LanVision. Subject to subsection 14.8 below, Siemens shall pay [CONFIDENTIAL] after any payment milestone as specified in the Agreement or after receipt by Siemens of a correct invoice. All payments shall be in U.S. dollars.
- 14.8. Right to Withhold or Set-off. Notwithstanding anything to the contrary, in the event of a good faith dispute regarding professional services rendered, by LanVision hereunder, upon Siemens' delivery of at least [CONFIDENTIAL] advance written notice to LanVision, Siemens shall have the right to withhold or set-off-as determined by Siemens - amounts claimed due by LanVision for such professional services pending resolution of the dispute. Siemens will work with LanVision in good faith to resolve these disputes within a [CONFIDENTIAL] timeframe. If Siemens so elects to withhold or set off amounts claimed due by LanVision for previously provided professional services rendered, then LanVision may elect to suspend its performance of additional professional services until either the dispute is resolved or Siemens provides to LanVision its written assurance that it will pay for such additional services provided, however, that this provision shall not prevent Siemens from exercising its right to withhold or setoff for any new dispute regarding invoices for services that are not the subject of a withheld payment or setoff. Siemens shall pay undisputed amounts in a in accordance with Section 14.7, and LanVision shall not declare Siemens in default

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

for withholding or setting off monies claimed due by LanVision in accordance with Section 14.8.

14.9. Taxes. Siemens shall be responsible for the payment (directly or by reimbursement of LanVision) of all taxes imposed on LanVision or Siemens and resulting from this Agreement or any performance under this Agreement, excluding taxes based on LanVision's income, and employment taxes and unemployment insurance relating to LanVision's employees. If Siemens provides LanVision with a copy of its tax exemption letter or number, LanVision shall not bill Siemens for taxes to which the exemption applies.

14.10. Third Party Components. All Third Party Components identified in EXHIBIT C, PART 2, SECTION I as Included Products shall be offered to Siemens at no additional fee. Exhibit C may be modified periodically as determined by LanVision. All Third Party Components including those identified in EXHIBIT C, PART 2, SECTION II as Non-Included Products shall be offered to Siemens at fees that do not exceed [CONFIDENTIAL]. New Third Party Components which may be added to the Software periodically, and which will not reduce any Software functionality, shall be assumed to be Non-Included Products unless otherwise specified or incorporated into Exhibit C, Part 2, Section I (as modified) under Included Products. LanVision's cost for the Non-Included Products are described in Exhibit C under the title "LanVision Cost for Non-Included Products." Nothing in this Agreement shall be construed as precluding Siemens from purchasing any Non-Included Products (Category 1 and Category 2) directly from the vendor.

14.11. Services Fees Increases. All Professional Services Fees in this Agreement may be subject to an increase [CONFIDENTIAL].

15. Force Majeure.

Neither party shall be responsible for any delay or failure of performance resulting from causes beyond its control and without its fault or negligence.

16. Dispute Resolution.

16.1. In the event that a dispute arises between Siemens and LanVision, which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed:

16.1.1. Within [CONFIDENTIAL] business days of a written request by either party, the parties' respective Project Team leaders shall meet to resolve the issue; if these parties cannot resolve the issue within [CONFIDENTIAL] business days of the meeting, then (ii) the issue shall be submitted to LanVision's President and Siemens' Vice President, Purchasing, and the parties' respective Executive Team members.

16.1.2. This dispute resolution process may occur concurrently with the exercise of other rights and remedies available under this Agreement. This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

17. Arbitration.

17.1. Any controversy or claim arising out of or relating in any way to this Agreement, or the breach thereof, which has not been resolved pursuant to the Dispute Resolution Procedure set forth in Section 16 shall be settled by binding arbitration. Such arbitration shall be conducted under the auspices of the American Arbitration Association ("AAA"), and shall be governed by the AAA's Commercial Arbitration Rules (except to the extent that such rules are modified by this Section). The parties further agree as follows:

17.1.1. that once either party has submitted a written request for arbitration to the AAA, the parties shall choose an Arbitrator who is an attorney from a list provided by the AAA of individuals knowledgeable and experienced in the area of computer information systems that are designed for processing healthcare data. Within ten days of receipt of such a list, each party shall notify the AAA which individuals listed are acceptable as arbitrator. The Arbitrator shall be chosen by the AAA from the listed individuals, which both parties found acceptable. If the parties are unable to choose a mutually acceptable Arbitrator in this manner, the AAA shall then promptly choose the Arbitrator.

17.1.2. the Arbitration must include all parties and claims involving common questions of fact or law whose presence is required to resolve the dispute.

17.1.3. the Arbitration shall be instructed to conduct the proceedings and render a recommendation in the shortest reasonable time;

17.1.4. this Arbitration provision shall not apply to any claim for equitable relief (e.g. an injunction to stop copyright infringement), which any party has relating to this Agreement.

17.1.5. if the parties so agree, they may exchange with each other memoranda submitted to the Arbitrator setting forth their respective positions with regard to the issues that need to be resolved.

17.1.6. the Arbitrator may retain an expert or consultant only with the express agreement of the parties upon terms, conditions and fees agreed upon by the parties.

17.1.7. that information and documents not otherwise in the public domain that are used at or in connection with the arbitration shall not be disclosed to third parties by the Arbitrator or the parties without the prior written consent of both parties. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

18. Default.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

- 18.1. If either party fails to observe or perform any material obligation under this Agreement, except for circumstances pertaining to the remedy set forth in Section 14.8 above, the non-defaulting party may give written notice of breach specifying the material default. This Agreement may be terminated by the non-defaulting party [CONFIDENTIAL] after the date of such notice unless (i) the material failure is corrected within such [CONFIDENTIAL] period; or (ii) if it is not possible to correct within such forty-five (45) days, the defaulting party commences correction within [CONFIDENTIAL] and proceeds diligently to a cure.
- 18.2. The right of the non-defaulting party to terminate this Agreement under this Section is in addition to all other rights as are available to it at law or equity under this Agreement.
- 18.3. Termination of this Agreement for any reason shall have no effect on sublicenses previously granted to End Users. Each party shall return to the other, at its own expense, all proprietary information of the other party then in its possession or control, except as required by a party to provide continuing support services as described in Section 10.

19. Limitation of Liability; Remedies

- 19.1 The remedy for LanVision's breach of any provision of this Agreement shall be repair, re-performance or replacement by LanVision. In the event that such breach cannot be remedied by repair, re-performance or replacement or where a repair, re-performance or replacement remedy is not applicable, LanVision's total liability to Siemens under this Agreement shall be limited to [CONFIDENTIAL]. Any sums paid by LanVision as a result of a breach of Section 11 (Confidentiality) or due under Section 13 (Intellectual Property Indemnification) shall not be subject to the limits of this Section.
- 19.2 Siemens total liability to LanVision for any claim or cause of action arising out of this Agreement shall be limited to [CONFIDENTIAL].
- 19.3 IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR LOST REVENUE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 19.4 Third Party Indemnity. Subject to Section 19.1, LanVision shall indemnify, defend, and hold harmless Siemens against any third party claim that the Software fails to meet the warranties in Section 12 by defending such claims and paying damages that a court finally awards or that LanVision agrees to in settlement. To qualify for such defense, Siemens must (i) provide prompt notice of all claims to LanVision, (ii) allow LanVision to control the defense of the matter, and (iii) cooperate with LanVision in the defense of the matter.

20. Right to Audit.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

- 20.1 During the term of this Agreement Siemens and LanVision shall maintain complete and correct financial records, business records, and End User Software Sublicense Agreements required to verify compliance with this Agreement and all other Third Party Components license agreements. At any time during the term of this Agreement and for a period of twelve (12) months thereafter, each party shall have the right to inspect and audit the relevant portions of the other's financial records, business records, Third Party Components license agreements and the Siemens End User Software Sublicense Agreements to verify compliance. Any audit conducted under this Section 20 shall take place during normal business hours upon not less than ten days' written notice to the other party and in such a way as not to unreasonably interfere with the other party's business.
- 20.2 Siemens shall insure that all End User Software Sublicense Agreements executed [CONFIDENTIAL] shall contain language (set forth in the audit provisions of Exhibit E) providing Siemens the right to conduct audits of End Users' usage of the Software and LanVision-provided Third Party Components using manual (paper) or electronic (dialup or email) means according to the methods described below, and providing further that End Users shall not disable or interfere with Siemens accessing End User systems for the purpose of permitting Siemens to conduct such audits. LanVision shall also be entitled to modify the Software so that [CONFIDENTIAL]. Siemens shall not be required to conduct any audits more than [CONFIDENTIAL].
- 20.3 All audit results shall be provided to LanVision immediately upon receipt by Siemens. If such audit reveals that an End User has exceeded the authorized licensed number of Per Visit or Concurrent Usage, or authorized usage of LanVision-provided Third Party Components, LanVision shall provide written notice to Siemens, who shall in turn promptly provide written notice [CONFIDENTIAL] to the End User of the results of the audit, together with an invoice and related amendment to the End User Software Sublicense Agreement for the additional Application Software Fees or Third Party Component fees necessary to bring the End User into compliance. In the event an End User resists the audit, refuses to respond or delays beyond a [CONFIDENTIAL] period from the date of audit notification or from the date Siemens delivers audit results, an invoice, and amendment to the End User, Siemens shall so notify LanVision within [CONFIDENTIAL] of such End User failure to respond or execute an amendment to license additional Software or Third Party Components. Upon notification to LanVision from Siemens, LanVision will determine a resolution which may include: (i) the requirement of Siemens to provide notice to such End User of its violation of the provisions of its End User Software Sublicense Agreement, and, (ii) if LanVision provides Siemens with the necessary tools, to require Siemens to limit the End User's use of the Software to the authorized licensed number of Per Visit or Concurrent Usage, or authorized usage of LanVision-provided Third Party Components.
- 20.4 THIRD PARTY COMPONENTS. Siemens shall conduct [CONFIDENTIAL] an audit of End User usage of the LanVision-provided Third Party Components, by sending the End User an audit form attached as Exhibit G and requesting that the End User complete it and return it within [CONFIDENTIAL] days. The Third Party Components to be audited are limited to those provided by LanVision for which LanVision has notified Siemens of the licensing restrictions in Exhibit C.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

20.5 CONCURRENT USAGE OF LANVISION SOFTWARE. Siemens shall conduct an [CONFIDENTIAL] audit[CONFIDENTIAL] of End User usage of the Software to determine compliance with the End User Software Sublicense Agreement. A member of the LanVision Software audit team shall provide training and assistance to the Siemens auditor(s) and may participate in the audit. Using the LanVision supplied software and audit procedures, Siemens shall access the End User Software via dial up or e-mail for the purpose of determining whether the End User has exceeded the authorized license Concurrent Usage set forth in the End User Software Sublicense Agreement.

20.6 PER VISIT SOFTWARE. In the case of End Users on "Per Visit Pricing", the "true up" in which the change over the prior year's "Per Visit" volume is measured shall coincide with the annual anniversary of the End User Software Sublicense Agreement date. Siemens and the End User will acknowledge that in connection with this annual audit of the Per Visit provisions of the End User Software Sublicense Agreement, each End User will provide to Siemens, who in turn will provide a copy to LanVision within [CONFIDENTIAL], a written certification signed by the Chief Financial Officer or other authorized officer of the End User, detailing their most recent Per Visit annual census data in a format to correspond to the departments in the End User Software Sublicense Agreement relating to the Per Visit Application Software Fee. Additional Application Software Fees shall only be due if [CONFIDENTIAL].

Should an End User categorize their visits in a manner different than the End User Software Sublicense Agreement, those visits not so categorized will be included in the End User Software Sublicense Agreement category that most closely resembles the End User Software Sublicense Agreement categories.

21. Interfaces. Each party shall own the interface programming it creates for its customers.

22. Term.

The term of this Agreement shall commence on the date first written above and continue for a period of sixty (60) consecutive months. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless a party provides to the other written notice of non-renewal at least [CONFIDENTIAL] prior to the end of the then-current term.

Sections 2, 6.4, 10, 11, 12 (for the term stated therein), 13, 14, 17, 19, 20 (for the term stated therein), 23 and 24 shall survive any termination or expiration of this Agreement.

23. Software Escrow.

23.1 Source code for the Software, including all associated technical documentation and source code cross reference materials (the "Source Code"), shall be placed into escrow pursuant to the existing provisions of the existing source code escrow agreement between LanVision and [CONFIDENTIAL] ("Source Code Escrow Agreement") and shall be updated periodically as Software updates and releases are declared "generally available". The Source Code shall be released to Siemens by

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

the Escrow Agent within [CONFIDENTIAL] of any of the following events (a "Release Event"):

[CONFIDENTIAL]

23.2 Source Code Release. Upon a Release Event and the source code is released to Siemens pursuant to Section 23.1 above, the following terms shall apply to the Software:

[CONFIDENTIAL]

23.3 Software source code obtained by Siemens under this Section shall be returned to LanVision or its successor when all of Siemens' rights to the Source Code or Software terminate. All such Source Code shall be treated by Siemens as LanVision confidential information as provided in Section 11 and the continuing right of Siemens to use the Source Code is contingent upon Siemens paying, in accordance with the Agreement, all payments and expenses pursuant to Section 14 and Exhibit H, subject to the provisions of Section 14.8. Siemens' rights to use Source Code shall be [CONFIDENTIAL]

23.4 In the event of a conflict between this Section 23 and the Source Code Escrow Agreement, this Section shall govern.

24. Miscellaneous.

24.1 This Agreement constitutes the entire agreement of Siemens and LanVision with respect to the subject matter hereof and supersedes all other prior and contemporary agreements and understandings. No provision of this Agreement may be terminated, modified or waived unless such termination, modification, or waiver is set forth in writing executed by authorized representatives of Siemens and LanVision.

24.2 This Agreement shall not be assigned by either party without the prior written consent of the other which approval shall not unreasonably be withheld, except to a parent or subsidiary, or a subsidiary of its parent, or to a successor by purchase, or merger. No assignment shall relieve the assignee of its obligations under this Agreement. Any assignment not in accordance with these provisions shall be null and void and shall be deemed a material breach of this Agreement.

24.3 Siemens and LanVision are independent contractors, are not related and shall not be construed and shall not hold themselves out to be co-employers, joint venturers, partners or otherwise.

24.4 Siemens and LanVision agree not to hire or attempt to hire each other's employees during the term of this Agreement or any extensions thereof without the prior written consent of the other party.

24.5 All materials developed by Siemens and/or LanVision for marketing, distribution and promotion of the relationship with the other party, or which otherwise mentions or refers to the other party, must first be approved in writing by the other party, which approval shall not be unreasonably withheld. Materials sent

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

to Siemens shall be addressed to "Marketing Director, eHealth, Mail Code E16". Review of materials by both parties will occur in a timely manner. Approval shall be deemed to occur if the sending party does not receive written notice of objection within fifteen (15) days after receipt of the marketing materials by the other party.

- 24.6 Upon Siemens' request, LanVision shall provide Siemens with certificates of insurance evidencing that its employees are covered by: (i) General Liability insurance with a minimum limit of \$1 million combined single limit bodily injury and property damage; (ii) Professional Liability insurance (Errors and Omissions) with limits not less than \$1 million aggregate for all claims each policy year for computer programming and data processing services as required by this Agreement; and (iii) Worker's Compensation insurance in the state in which each LanVision employee is employed.
- 24.7 Siemens is an Equal Employment Opportunity and Affirmative Action (EEO/AA) employer and adheres to Executive Order 11246 and its accompanying regulations. Siemens' EEO/AA commitments extend to its hiring and staffing practices and all conditions of employment, including, working conditions, benefits and privileges of employment, compensation, training, promotions, transfers, and termination of employment (including layoffs and recalls) for all employees. This policy is carried out without regard to race, color, religion, national origin, sex, age, veteran status, disability, or any other condition, which is deemed to be unlawfully discriminatory under applicable state or federal law.
- 24.8 Siemens acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. Siemens agrees that it will not export or re-export the Software in any form, without appropriate United States and foreign governmental licenses, if any. In exercising its rights and performing its obligations under this Agreement, Siemens will comply with all applicable international, national, and local laws and regulations.
- 24.9 All notices shall be deemed received on the date of receipt and shall be delivered by overnight express or facsimile (with confirmation sent via U.S. mail by the next business day) as follows:

If to Siemens:

Chief Financial Officer
Siemens Medical Solutions Health Services Corp.
51 Valley Stream Parkway
Malvern, PA 19355
FAX: 610-219-3124

And

Office of General Counsel
Siemens Medical Solutions Health Services Corp.
51 Valley Stream Parkway, Mailcode T06
Malvern, PA. 19355

If to LanVision:

Chief Financial Officer
LanVision, Inc.
5481 Creek Rd.
Cincinnati, OH 45242
FAX: 513-794-7272

And

President
LanVision, Inc.
5481 Creek Rd.
Cincinnati, OH 45242

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

Fax: 610-219-8333

FAX: 513-794-7272

And

Financial Officer, eHealth
Siemens Medical Solutions Health Services Corp.
51 Valley Stream Parkway
Malvern, PA 19355

Fax 610 219 1655

Each party reserves the right to update this information from time to time, by written notice to the other.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

IN WITNESS WHEREOF, and intending to be legally bound, Siemens and LanVision have executed this Agreement as of the day and year first written above.

Executed on behalf of
SIEMENS MEDICAL SOLUTIONS HEALTH
SERVICES CORPORATION

Executed on behalf of
LANVISION SYSTEMS, INC.
LANVISION, INC.

By: /S/ Hans Mehl

By: /S/ J. Brian Patsy

Name: Hans Mehl

Name: J. Brian Patsy

Title: Chief Financial Officer

Title: President and CEO

Exhibit A

Deliverables

Section 1. The Deliverables existing on the Effective Date are as follows:

(a) Software. The Software shall include the modules listed below, together with associated Documentation. Also included are all Software programming changes, Updates, Releases, Versions and Streams of Enhancement (so long as Siemens pays Support Fees) developed by or on behalf of LanVision, regardless of the product name. LanVision shall update Exhibit A from time to time to add new Software, when announced as generally available by LanVision and to sunset Software, provided that LanVision provides not less than [CONFIDENTIAL] notice of end of support, and a migration plan to a replacement product [CONFIDENTIAL] so long as Siemens pays Support Fees pursuant to Section 14.4.

Software includes:

1.1	PRODUCT NAME	VERSION	[CONFIDENTIAL]	[CONFIDENTIAL]
	WebView	4.02		
	Enterprise Wide Correspondence	1.02		
	Foundation Suite	4.05		
	Scan32	1.02		
	DocModify	4.01		
	System Administration	4.05		
	AccessANYware	1.01		
	/completionANYware			
	ChartVision	3.08		
	On-Line Chart Completion	1.04		
	OmniVision	1.05		
	RSF	2.03		
	LanVision Application Bridge	1.01		

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

DESCRIPTIONS OF THE ABOVE ARE AS FOLLOWS:

WEBVIEW: a LanVision viewer that utilizes a familiar Internet Explorer look and feel to provide users the ability to access, view, sort and search on selected documents in the patient's medical record.

ENTERPRISE WIDE CORRESPONDENCE: an application provides the ability to electronically search for, print, mail or fax information to third parties for copies of the patient chart.

FOUNDATION SUITE: object oriented middleware infrastructure that provides document imaging/management functions such as security, auditing, data access, printing/faxing, scheduling and data archiving migration.

SCAN 32/ DOCMODIFY: a set of applications that support the capture, automatic or manual indexing, and quality assurance of electronic or scanned documents via bar code recognition and manual indexing schemes.

SYSTEM ADMINISTRATION: an application that assists the user in setting up the system's settings and security such as users, workstations, printers and security privileges.

ACCESSANYWARE: a new java-based Electronic Medical Record product that provides a common Graphical User Interface (GUI) for chart access, viewing, printing and faxing integrated with chart deficiency analysis and completion (completionANYware).

CHARTVISION: older generation Electronic Medical Record product that provides chart access, viewing, printing and faxing.

ON-LINE CHART COMPLETION: older generation chart deficiency analysis and completion software that automates the identification of deficiencies in patient charts and electronically routes the incomplete documents to the appropriate medical and administrative personnel for on-line processing, chart completion, electronic signature and reporting

OMNIVISION: an older generation LanVision viewer that provides for the "image-enabling" of third party applications such that users may seamlessly view document images within any third party clinical application.

RSF: required support files that are used by more than one LanVision product.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

LVAB: the software supplied by LanVision to act as an Application Programming Interface (API) to "image enable" any third party application or viewer.

(b) Technical Materials.

Siemens will receive the following items with the distribution of the Software when applicable:

- Software application
- Product Announcement
- Release Notes
- Install Guide
- User Guides
- Trouble Shooting Guide
- Quick Reference Guide
- On-line help
- Courseware Guides
- Training material (agenda, power points etc)
- Database Layout (for the database only)
- Implementation Acceptance Test Plan
- (IAT) updates
- Customer Acceptance Test Plan (CAT)
- Document of known issues
- Private Label instructions

Section 2. The following trademark, servicemark, or other proprietary notices shall be displayed, in the following form and manner, in documentation for SIEMENS products that include the Software:

(C) 2002 LANVISION, INC.
ALL RIGHTS RESERVED

This material contains proprietary and confidential information and is protected by copyright and trade secret laws. Unauthorized reproduction, distribution, or transfer of this material, or any portion of it, is strictly prohibited and may result in civil and criminal penalties. Known violators will be prosecuted to the maximum extent possible under the law.

The following are trademarks or registered trademarks of LanVision, Inc.: accessANYware(SM), AccountVision(TM), ASPeN(SM), ChartVision(R), codingANYware(SM), completionANYware(SM), Document Capture System(TM), Enterprisewide Correspondence(TM), LanVision(TM), [Logo](TM), LanVision Application Bridge(SM), MicroVision(TM), MultiView(TM), OmniVision(TM), On-Line Chart Completion(TM), scanANYware(SM), VisionFlow(R), and WebView(TM).

All other trademarks are trademarks or registered trademarks of their

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

respective companies.

DISCLAIMER

LanVision, Inc. has taken due care in preparing this material. Nothing contained in this material alters in any way the terms and conditions of the license agreement by which the product was acquired, nor increases in any way LanVision's liability to the user. LanVision shall not be liable for any incidental, consequential, indirect, or special damages in connection with or arising from the use of this or any related materials.

LANVISION, INC.
5481 Creek Road
Cincinnati, Ohio 45242
Phone: (513) 794-7100
Fax: (513) 794-9770

E-mail: Webmaster@lanvision.com
World Wide Web: <http://www.lanvision.com>

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

CONFIDENTIAL

Exhibit B

EXISTING CUSTOMERS

This Exhibit B lists terms and conditions that apply to "Existing Customers" defined as those End Users who have executed an End User Software Sublicense License Agreement no later than the close of business on [CONFIDENTIAL]. The following terms and conditions shall apply to Existing Customers:

1. Existing Customers shall have the right, upon execution of an amendment with Siemens to their End User Software Sublicense Agreement containing audit provisions as set forth in Exhibit E and Section 20, to upgrade to accessANYware. [CONFIDENTIAL].
2. [CONFIDENTIAL]
3. accessANYware perpetual concurrent use pricing ONLY applies to Existing Customers who choose to upgrade to accessANYware or net new End Users who elect concurrent use pricing no later than [CONFIDENTIAL] if they are listed in the Potential new End Users chart below.
4. For End Users who have entered into an End User Software Sublicense Agreement prior to the Effective Date, and whose SOAR or Project Implementation Activities have already begun as of the Effective Date, the [CONFIDENTIAL].
5. Existing Customers that upgrade their HIAS Software to the accessANYware Software pursuant to Section 1 above, upon such upgrade:
 - 1) Siemens shall pay Software Royalty Fees based upon [CONFIDENTIAL]; or,
 - 2) [CONFIDENTIAL]
6. Existing HIAS perpetual concurrent use pricing Section 3 of Exhibit H ONLY applies to [CONFIDENTIAL].
7. For End Users that Siemens has reported to LanVision and paid for as a "term" End User Software Sublicense Agreement ("Term End Users"), when such term End User Software Sublicense Agreement expires, the End User will [CONFIDENTIAL].
8. Siemens shall be entitled to convert term End Users to the perpetual license model provided that Siemens [CONFIDENTIAL].
9. The Application Software Fees in Exhibit H do not include Support Fees.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

1.1.1 POTENTIAL NEW END USERS

INFORMATION IN THIS GRID MUST BE PROVIDED IN ITS ENTIRETY TO LANVISION NO LATER THAN [CONFIDENTIAL] FOR EACH POTENTIAL NEW END USER IN ORDER FOR SIEMENS TO USE THE CONCURRENT USE PRICING [CONFIDENTIAL].

CUSTOMER	DATE SIEMENS PROPOSAL DELIVERED TO NAMED USER	PROPOSAL EXPIRATION DATE	NUMBER OF CONCURRENT USERS IN PROPOSAL
----------	---	-----------------------------	--

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

EXHIBIT C

THIRD PARTY HARDWARE AND SOFTWARE CONFIGURATIONS

The following Third Party Components and hardware are required to operate the Software as of the Effective Date. LanVision shall update this Exhibit [CONFIDENTIAL] to reflect any changes.

PART 1: 3RD PARTY HARDWARE

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

PART 2: THIRD PARTY SOFTWARE

SECTION I. THIRD PARTY PRODUCTS:

ALL LICENSES LISTED IN THIS PART 2 ARE PERPETUAL LICENSES UNLESS OTHERWISE SPECIFICALLY PROVIDED.

THIRD PARTY SOFTWARE INCLUDED IN THE LANVISION APPLICATION PRICE(1)

[confidential]

CATEGORY 1: THIRD PARTY SOFTWARE NOT INCLUDED THAT [CONFIDENTIAL]

[confidential]

CATEGORY 2: THIRD PARTY SOFTWARE [CONFIDENTIAL]

[CONFIDENTIAL]

CATEGORY 3: THIRD PARTY SOFTWARE [CONFIDENTIAL]

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

SECTION III. LANVISION'S COST FOR THIRD PARTY PRODUCTS(1)
[CONFIDENTIAL]

[CONFIDENTIAL]

- - - - -

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF
CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND
EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Siemens Support Program

SIEMENS will provide a program of support for the SIEMENS Applications and Custom Programming listed in the Supplements under the following terms and conditions. This Support Program shall become effective on the date of this Agreement and shall remain in force throughout the applicable Warranty Period for each Application and item of Custom Programming, and thereafter during the term of support for same as specified in its Supplement.

1. SIEMENS SUPPORT RESPONSIBILITIES. SIEMENS shall have the following support responsibilities:

2. SUPPORT.

2.1 Siemens shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. Customer may access the Siemens Customer Service Center ("CSC") through either the Internet enabled Electronic Issue Management System ("EIM") or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. Customer shall provide Siemens with both on-site and remote access to the System through the support network described in Schedule 1. Customer shall be responsible for all telecommunication services and remote programming support connections charges.

2.2 Siemens shall initiate work on urgent issues within one hour of Customer's request for assistance to the CSC. Urgent issues are issues involving substantial Application failure or issues, which, in Customer's reasonable judgment, are critical to Customer's overall operation. As to all other issues, Siemens will maintain on-line help screens on the EIM that define escalation levels and response time frames. Through the EIM, Customer may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, Customer may use the EIM to request a reevaluation and escalation of the severity of a support issue.

2.3 Siemens shall provide Customer with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Support Solutions Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. Customer shall set up a support help desk and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, Customer shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After Customer reports an issue to the CSC, Customer shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

2.4 For all Applications or other System components operated at a Facility, Customer shall be responsible for maintaining a support testing environment configured in accordance with Schedule 1 and for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation.

2.5 Siemens shall provide periodic Updates and Releases to the Applications for which Customer is paying support fees and Documentation of these items at no additional license fee. For those Applications provided (i) remotely or (ii) on a term licensed basis or (iii) for which Customer is paying "Extended Support" as indicated in a Supplement or amendment, if Siemens announces a new Version, Customer shall receive the Version together with its Documentation at no additional license fee. Where a perpetually licensed Application is not covered by Extended Support, if Siemens announces a new Version of such Application, the new Version will be charged at Siemens then current rates. For Applications installed at a Facility, Customer shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's General Availability Date unless Siemens announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions, and Customer understands that in order to apply warranty repairs to the Applications, Customer must install all Updates. For Applications installed at the ISC, Siemens shall install Updates, Releases and Versions, and Customer shall perform any implementation tasks as advised by Siemens and in accordance with implementation schedules provided by the ISC.

2.6 At Customer's expense, Customer shall obtain all additional equipment, the level of Third Party Software designated by Siemens, and any professional services required to implement Updates, Releases, Versions, Custom Programming or optional net new functionality. Customer shall obtain support or maintenance for all Third Party Software and Equipment from the respective vendor or support provider or, where available from Siemens and shall be responsible for any additional equipment or professional services required by Third Party Software vendors. Siemens shall provide Customer with coordination assistance for allied partner support issues that are related to an Siemens Application. Siemens has established a support baseline which the allied partners are expected to provide to Siemens customers in their separate support agreements. Customer should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens customers.

2.7 For Applications or Custom Programming for which a separate Support Fee is indicated either in a Supplement, amendment or Rider, Customer shall pay said Support Fee annualized on a prorated basis for the remainder of the year from the date of this Amendment for Applications or Custom Programming previously installed, or from the end of the Initial Warranty for new items, to February of the following year, and thereafter, Customer shall pay the full annualized Support Fee [CONFIDENTIAL]. Notwithstanding any other provisions contained in the Agreement, Customer shall pay any fee increases imposed by Siemens' suppliers of third party licensed content, including without limitation, fees relating to any third party software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services; where any such increases shall be invoiced at such time as other annual/monthly fee increases occur under the Agreement.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

3. ADDITIONAL SERVICES.

- 3.1 With the exception of changes to the tax tables used with the GFS Applications, Siemens will make available to Customer programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to HIPAA. Notwithstanding any other provisions of this Support Program, all such programming changes shall be separately chargeable by Siemens, provided that federally-mandated programming changes to the payroll and accounts payable Applications and to the case mix groupers/schemes shall be made available at no additional software charge. Changes will be made available to Customer when made generally available to Siemens' customers. Customer shall be responsible for any additional Equipment and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes. Changes to the tax tables used with Novius GFS-Lawson Applications are subject to the terms and conditions of a separate agreement between Customer and BSI, a third party vendor.
- 3.2 Throughout the term of support, Siemens will provide Customer with an annual allowance of [CONFIDENTIAL] for Siemens designated education related services and information forums. During the Annual Review described below, Siemens will provide Customer with a listing of the designated education related services and information forums available each year.
- 3.3 Siemens will provide Customer with a Monthly Supplemental Support Services Allowance of [CONFIDENTIAL] per month at no additional fee. Any unused portion of this monthly allowance cannot be carried forward to subsequent months. Any hours in excess of this monthly allowance are billable by Siemens in accordance with 2.3 below. These hours may be used for diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Subsection 1.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services"). Based on the nature of the Customer request, CSC personnel may refer Customer to other billable services offered by Siemens, including but not limited to training or consulting services. CSC personnel will advise Customer as to whether the service can be provided under the Supplemental Support Services or whether it will be separately billable. Customer shall be responsible for approving each service request and, if applicable, referral, prior to Siemens providing assistance. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour.
- 3.4 Commencing on the date of this Agreement and continuing until [CONFIDENTIAL] after First Productive Use of the first Application, any Supplemental Support Services hours used by Customer in excess of the Monthly Support Services Allowance shall be due and payable monthly as incurred and shall be billed at Siemens then current Supplemental Support Services hourly rate. [CONFIDENTIAL], Siemens will review Customer's actual usage of Supplemental Support Services [CONFIDENTIAL]
- 3.4.1 [CONFIDENTIAL] or
- 3.4.2 [CONFIDENTIAL]or

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

3.4.3 [CONFIDENTIAL]

In the event Customer exercises either of the payment options outlined in Subsections 3.4.1 or 3.4.2, then either at the end of the term of support or at such time as Customer changes to the payment Option outlined in Subsection 3.4.3, Customer shall be billed or credited for any increase or decrease in actual usage during the preceding twelve months period.

4. ANNUAL REVIEW. Siemens and Customer will annually: (i) evaluate Siemens' support services and service levels; (ii) review Customer's utilization of the System, the Support Solutions Knowledge Base, the EIM and support processes; and (iii) jointly develop an annual support plan for the next twelve month period. Siemens shall provide Customer with an annual summary report tracking Siemens and Customer performance of service levels and respective responsibilities. Siemens shall make available a summary of Customer's Supplemental Support Services requests accessible on-line through EIM.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

End User Software Sublicense Agreement

Reproduced below are standard Siemens confidentiality and license provisions as of the Effective Date. Siemens will license the Software to End Users pursuant to software licensing terms and conditions that include provisions similar to the following. Siemens reserves the right to update these provisions to be consistent with Siemens' then-current license terms and conditions that apply generally to its own software.

GRANT OF LICENSE.

3.1 Siemens grants to Customer a non-exclusive license to use one (1) copy of object code for each Application and their related Deliverables to be operated at one Customer data processing location by Customer's employees or, as applicable, at the ISC for the sole purpose of processing data of the Facilities or, where applicable, Care Providers, during the term as stated in the applicable Supplement. Each license granted herein shall be either perpetual or for a term, as indicated in the corresponding Supplement. Notwithstanding the one-copy license indicated above, where an Application is indicated as being licensed for specific number of installed workstations or servers, as applicable, such number indicates the maximum number of workstations or servers on which such Application may be installed. Where an Application is indicated as being licensed for a specific number of concurrent users, such number indicates the maximum number of users permitted to use such Application concurrently and such Applications may contain embedded software controls limiting user log on to the number of concurrent users licensed. Where an Application is indicated as being licensed for a specific number of named users, such number indicates the maximum number of Customer's employees or consultants who are designated by Customer as the only authorized users of those Applications and such Applications may contain embedded software controls limiting user log on to the number of named users licensed. Where an Application is indicated as being licensed for a specific number of Care Providers, such number indicates the maximum number of Care Providers licensed to use said Application or whose data may be processed using the Applications. For Applications which by their nature are PC-based, if no restriction for users or workstations or servers is indicated, then Customer may make a reasonable number of copies of such Applications for processing within the scope of this grant of license.

3.2 Customer may make a reasonable number of backup copies (not to be concurrently used for active data processing) of each Application operated at a Facility to be used solely for backup, emergency and/or testing purposes at the Customer location. Customer shall not disassemble, decompile, or otherwise reverse-engineer any of the Deliverables. Customer shall be responsible for the compliance with this Agreement by all of Customer's users granted access hereunder. Customer shall not transfer its license nor sublicense the Deliverables, except that this Agreement may be assigned by Customer pursuant to the assignment provisions of this Agreement.

3.3 The Architectural Software provides Customer with flexibility and control over Adaptations. Adaptations shall be made in a reasonable manner. With regard to Adaptations,

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

Siemens and Customer shall work together to identify efficiency issues which may be improved by changes to Customer's operational procedures, screen logic, pathways, data base access, etc. When Data is licensed, Data is provided as a generic template or starter set of information which Customer can modify to fit its specific environment. Siemens does not assume any responsibility for assuring that Data is complete, accurate or appropriate for a specific situation. This responsibility rests entirely with Customer. Customer is responsible for the clinical and financial validation and use of the Data and for maintaining the Data to keep it current.

3.4 Siemens or its suppliers shall have the exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to, the Applications and related Deliverables. Customer shall not remove or permit to be removed from any of the Deliverables (and shall include on any copies or partial copies thereof) any identifying mark or indicia of Siemens' or other suppliers' rights in such item. If Siemens incorporates the programs of any other suppliers in the Applications, those suppliers shall be entitled to the benefit of the obligations incurred by Customer in this Section and in the Confidentiality Section. Third Party Software provided by Siemens may have license restrictions on the number of users, workstations or servers and other qualifying terms and conditions. With respect to certain Third Party Software, where applicable, Siemens shall pass through to Customer the associated Third Party Software vendor's required license terms and conditions.

CONFIDENTIALITY.

9.1 Each party shall retain in strict confidence the terms and conditions of this Agreement and all information and data relating to the other party's business, patients, employees, development plans, programs, documentation, techniques, trade secrets, systems and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other's prior written consent. Upon Siemens' request, Customer shall inform Siemens in writing of the number and location of the original and all copies of each of the Deliverables.

9.3 Customer shall have the right to disclose the Deliverables and other Siemens information to Customer's employees, consultants and agents on a need-to-know basis, provided that: (a) all such consultants and agents have entered into a confidentiality agreement with Siemens prior to such disclosure; (b) consultants and agents shall not access either the Implementation Methodology (used for development of Implementation Workplans) or the Builder's Edge development tools (an item of Architectural Software) without first entering into a corresponding license agreement with Siemens; and (c) requests by Customer for Siemens to permit a third party to operate the Applications on Customer's behalf and/or requests to permit any competitors of Siemens to have access to the Deliverables must receive separate prior written approval from Siemens.

9.4 To the extent required by the provisions of HIPAA and regulations promulgated thereunder, Siemens does hereby assure Customer that it will appropriately safeguard protected health information made available to or obtained by Siemens pursuant to this Agreement ("PHI"). Without limiting the obligations of Siemens otherwise set forth in this Agreement or imposed by applicable law, Siemens agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity Siemens performs on behalf of Customer, specifically Siemens shall:

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

9.4.1 Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

9.4.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

9.4.3 Report to Customer any use or disclosure of PHI not provided for by this Agreement of which Siemens becomes aware;

9.4.4 Ensure that any agents, including subcontractors, to whom Siemens provides PHI agree to the same restrictions and conditions that apply to Siemens with respect to PHI;

9.4.5 Make available PHI in accordance with applicable law;

9.4.6 Make PHI available to Customer so that Customer can make and incorporate amendments to PHI in accordance with applicable law;

9.4.7 Make available the information required to provide an accounting of disclosures pursuant to applicable law;

9.4.8 Make Siemens internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Health & Human Services for purposes of determining Customer' compliance with applicable law; and

9.4.9 At termination of this Agreement, return or destroy all PHI that Siemens still maintains in any form and retain no copies of PHI;

Siemens agrees that this Agreement may be amended from time to time if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith

Remedies

Customer acknowledges and agrees that Siemens is solely responsible to Customer for all obligations, warranties, and remedies regarding the third party software licensed under this Amendment, and that such third parties have no such responsibility to Customer.

8. SPECIAL TERMS. This Section contains terms and conditions that relate specifically to Applications and related third party components that are included in this Amendment and that Siemens is required to pass on to Customers. Certain Siemens suppliers of third party products require that their terms and conditions may be subject to change over the course of this Agreement, in which event Siemens will post such changes to the Customer-only web site or otherwise provide notice of such changes. Said changes shall become effective on the date of posting such notice.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

8.1 Customer acknowledges and agrees that Siemens is solely responsible to Customer for all obligations, warranties and remedies regarding the third party software licensed under this Amendment and that such third parties have no such responsibility to Customer.

8.2 The Oracle software delivered to operate the Medical Records Imaging Application shall be used by Customer solely to operate said Application, and may not be used for development purposes or to create any new functionality not present in said Application or to create new applications. If Customer grants a security interest in the third party software, the secured party has no right to use or transfer the Oracle software.

8.3 Customer acknowledges that it may bring no claim or lawsuit against the third party components vendors for any breach or violation of any term or condition of this Amendment or for any damages incurred under this Amendment.

Audit Provisions required by Section 20.2 of the Agreement

8.4 Customer agrees to permit Siemens or its third party suppliers, upon not less than [CONFIDENTIAL] notice, to audit Customer's use of the Applications and related third party software [CONFIDENTIAL]. Such audits shall be conducted not more than [CONFIDENTIAL], unless an audit reveals that Customer is at or above [CONFIDENTIAL] of its licensed use of the Application and any Third Party Software, in which event the audit may be re-performed within [CONFIDENTIAL]. In the case of a Customer performed audit, Siemens shall deliver the audit form and request to the Customer who shall perform the audit and provide the results to Siemens under the signature of an authorized representative of Customer within [CONFIDENTIAL] of delivery of the audit request by Siemens. Customer shall not disable or interfere with Siemens' access of its systems for the purpose of conducting such audits. Siemens shall keep the results of the audit confidential, except that it may share relevant audit information with the concerned third party vendors.

8.5 Upon completion of the audit, Siemens shall promptly provide the results of the audit to Customer, and if the audit reveals that Customer has exceeded the contracted for number of Per Visit concurrent, server based, named or seat based users of the Application or any Third Party Software, Siemens shall promptly provide Customer with an invoice and related amendment for the additional fees and licenses necessary to bring the Customer into compliance. If the Customer does not, within [CONFIDENTIAL] of the receipt of the audit results, amendment and invoice, execute an amendment to purchase additional Software or Third party components or provide Siemens with written notice that it disputes the audit results, as appropriate, then Siemens shall be entitled to take reasonable steps to enforce its Agreement and protect its and its suppliers' intellectual property rights, including without limitations, providing customer with notice of default or restricting customer's use of the Deliverables to licensed quantities.

8.6 Siemens shall also be entitled to modify the Medical Records Imaging Application so that it provides automatic access, monitoring and reporting (using an email system) of Customer's use of the Application and related Third Party Software. Such email audits shall be performed on a periodic basis.

8.7 [Per visit pricing] In the case of Customers on "Per Visit Pricing" the "true up" in which

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

the change over the prior year's "Per Visit" volume is measured shall coincide with the annual anniversary of the Agreement date. With this annual audit of the Per Visit provisions of the Agreement, each Customer will provide to Siemens, who in turn will provide a copy to its supplier, a written certification signed by the Chief Financial Officer of the Customer or other authorized officer, detailing their most recent annual census data in a format to correspond to the departments in the Agreement relating to the Per Visit application software fee. Pricing increases shall only occur if [CONFIDENTIAL].

Should Customer categorize their visits in a manner different than as described in this Amendment, those visits not so categorized will be included in the Agreement category that most closely resembles the Agreement categories.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Subcontracted Implementation Services

1. Generally. From time to time, Siemens may wish to engage LanVision to perform implementation services (an "Engagement"). This Exhibit shall generally govern the relationship between Siemens and LanVision regarding such Engagements. The particulars of such Engagements, such as the identity of the End User for whom the services are to be performed, the location of the Engagement, the description of the precise nature of the services to be performed, scheduling matters, the identification of project leaders, etc., shall be set forth in a written Engagement Letter and Work Request Form, which specifically refers to this Exhibit and which is signed by both parties. An Engagement can be extended by Siemens within [CONFIDENTIAL] prior to its termination. If any provision in an Engagement Letter is inconsistent with any provision in this Exhibit, the former shall govern, but solely for the Engagement to which the Engagement Letter or Work Request Form relates. Siemens grants to LanVision a non-transferable, non-exclusive limited license to use Confidential Information (as defined in Section 11 of the Agreement) certain Siemens' software licensed to the End User, Documentation and other deliverables solely for the purpose of assisting an End User identified in an Engagement Letter and solely for the purpose and duration of such engagement as set forth in the Engagement Letter and for no other purpose. Siemens shall offer LanVision access to training in certain courses, at Siemens' then-current rates, to install Siemens applications software/systems in Siemens' End User's facilities according to Siemens' policies, reporting guidelines and Siemens' proprietary methodologies and protocols. Siemens shall be responsible for implementation project management which includes, but is not limited to, implementation workplan task definition, task assignment and scheduling, staff utilization, and the development, implementation and enforcement of all policies and procedures necessary to accomplish the implementation tasks in a timely and efficient manner. Siemens shall be solely responsible for the billing of End Users for all implementation tasks in accordance with the application software/system agreement between Siemens and Siemens' End User. All services provided by LanVision employees under this Exhibit shall be performed in a competent and workmanlike manner.

2. Amounts Payable By Siemens To LanVision. [CONFIDENTIAL] Siemens shall pay the rates set forth in the Engagement Letter (based on the rates described in Exhibit I) for services performed by LanVision employees, and shall pay the reasonably incurred expenses of such LanVision employees in accordance with the travel and living reimbursement policy, as described in Exhibit J. The rates described in the preceding sentence shall be effective for all new Engagements commencing after the Effective Date. Siemens shall pay the amount invoiced by LanVision within [CONFIDENTIAL], subject to its right to withhold payment as set forth in Section 14.8 of the Agreement.

3. Relation Of The Parties. LanVision is an independent consulting firm and all LanVision employees performing work pursuant to this Exhibit shall remain employees solely of LanVision and shall not be considered employees of Siemens for any purpose. LanVision acknowledges that its employees will be performing work for the benefit of Siemens' End Users and that LanVision is responsible for the performance of the work performed by its employees. LanVision shall remain responsible for payment of all wages and/or salaries and benefits due such employees, and for all applicable federal, state and local tax liabilities arising from its employees' work performed pursuant to this Exhibit.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

4. Proprietary Rights. LanVision hereby assigns to Siemens, without further consideration, sole right, title and interest in and to all programming, code, documentation and other written product, methodologies, processes, training materials, inventions, software, ideas and other information and work product (collectively, "Work") unrelated to the Software and first developed or generated by or on behalf of LanVision during the course of its and any of its subcontractors' performance under this Exhibit, including any and all patents, copyrights, trade secrets and other proprietary rights related thereto. All Work shall be deemed "Work for Hire" within the meaning of the Copyright Act of 1976, as amended. LanVision agrees to execute and deliver, or cause to be executed and delivered, all documents and instruments requested by Siemens to evidence the foregoing assignment. LanVision represents and warrants that its performance under this Exhibit and ownership or use of the Work by Siemens will not constitute an infringement of any third party proprietary right. Any trade secrets conveyed to Siemens by LanVision shall be treated as "Confidential Information" as defined in Section 6 hereof. LanVision may offer usage of LanVision's work product developed outside the scope of this Exhibit which is not derivative of Siemens intellectual property without impairment of LanVision's right of sole ownership of such work product, so long as LanVision makes no improper use of Confidential Information. LanVision shall be the owner all intellectual property rights in all Work performed by LanVision hereunder that relates to the Software.

5. Term. The term of this Exhibit shall be coterminous with the term of the Agreement; provided that Siemens shall be entitled to terminate any Engagement immediately upon any breach by LanVision of Sections 1, 4 or 6 of this Exhibit. Both parties shall make all reasonable efforts to cooperate in the timely completion of any Engagements that remain pending at the termination of the Agreement.

Siemens shall be entitled to replace the LanVision consultant or terminate an Engagement if in Siemens and/or its End User's reasonable opinion, the consultant's work is unsatisfactory or his or her conduct is inappropriate. The parties shall make all reasonable efforts to resolve any staffing issues in such a way as to avoid adverse customer impact. Sections 4, 6, 7 and 8 shall survive any termination of the Agreement.

6. Confidentiality. The confidentiality provisions in Section 11 of the Agreement apply fully to all Engagements.

7. Activities Outside This Exhibit. The parties recognize that LanVision has been, and is, in the business of providing services to its healthcare industry customers. Except as expressly provided herein, it is understood and agreed that: (i) services provided by LanVision to Siemens are provided on a non-exclusive basis and that LanVision retains the right to continue to provide the same type of services, and any other services, to any other of its customers, including competitors of Siemens; (ii) LanVision retains the right to carry on and expand its business including without limitation, that part of its business involved with the installation and implementation of software systems that are similar to or in competition with those of Siemens, for LanVision's present and future customers: (iii) during the term of an Engagement and for a period of [CONFIDENTIAL] after phase 1 of an implementation (as defined below), LanVision will not provide or solicit to provide to an End User, when LanVision has been placed in an Engagement, any direct services that LanVision could provide under this Exhibit, nor will LanVision respond to or solicit an End User customer for implementation services once Siemens has identified that customer to LanVision as

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

having requested implementation services from Siemens and customer has not previously contacted LanVision for this particular resource request prior to such customer being identified by Siemens to LanVision. Notwithstanding the foregoing, LanVision shall be free to provide such services to its then-existing customers. For purposes of this Section, "phase 1 of an implementation" shall mean the date of first productive use of the particular set of Siemens software applications, as defined in the Work Request Form. Nothing in this Exhibit shall be deemed in any way to prevent, restrict or limit LanVision in providing installation and implementation of software systems that are similar to or in competition with those of Siemens provided that confidential information is not used in connection with such activities.

8. LanVision agrees that it will not assign a(n) LanVision employee to a Siemens Engagement for a period in excess of 1500 hours in a twelve-month period. If a(n) LanVision employee is expected to exceed 1500 hours in a twelve-month period, LanVision must receive prior written approval from Siemens. If any LanVision employee exceeds 1500 hours in a twelve-month period, LanVision agrees to report such employee's name, social security number, and salary for the limited purpose of adding such "leased employee" as defined in Section 414(n) of the Internal Revenue Code into Siemens' qualified plan testing. LanVision will send this report to the address below on or before January 15 of the year following the year in which services were provided.

Siemens Medical Solutions Health Services Corporation
51 Valley Stream Parkway
Malvern, PA 19355
Attn: Benefits Administrator, Mailcode T05

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

Exhibit G

LanVision Annual Audit Report - (Enter Hospital Name Here)

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

APPLICATION SOFTWARE FEES

- A. This Exhibit H lists the Application Software Fees used for calculating Software Royalty Fees paid to LanVision by Siemens pursuant to this Agreement. [CONFIDENTIAL] Periodically, LanVision may supplement this Exhibit to add New Products and applicable Application Software Fees. Consistent with the terms and conditions of this Agreement, LanVision will solely determine whether a product is considered a New Product or a new Version of an existing product. In no event, however, will LanVision apply New Product definitions under this Agreement differently for Siemens than LanVision applies New Product definitions to LanVision's contracts with its own customers or that of other LanVision resellers. LanVision will solely determine the End User price list for such New Products and the Software Royalty Fee structure of this Exhibit H shall apply.
- B. CALCULATION OF SOFTWARE ROYALTY FEES. FOR EACH SUBLICENSE OF THE SOFTWARE GRANTED BY SIEMENS TO AN END USER, SIEMENS SHALL PAY LANVISION A FEE EQUAL TO [CONFIDENTIAL]

PART 1: ACCESSANYWARE PERPETUAL SOFTWARE LICENSES (END USER FEES PROVIDED IN ATTACHMENT H-1, LANVISION PRICE BOOK - SIEMENS EDITION)

SECTION 1: ACCESSANYWARE ADVANCE EDITION CONCURRENT USE PERPETUAL LICENSE - END USER PRICE

[CONFIDENTIAL]

SECTION 2: ACCESSANYWARE PERPETUAL PER VISIT PRICE

PART 1:

- a. [CONFIDENTIAL]
- b. Siemens shall pay to LanVision a Software Royalty Fee based on the End User list price in ATTACHMENT H-1, LANVISION PRICE BOOK - SIEMENS EDITION, ACCESSANYWARE PERPETUAL PER VISIT END USER PRICE LIST. In addition, Siemens shall pay Professional Services Fees at [CONFIDENTIAL] of the rate listed in Exhibit I.
- c. [CONFIDENTIAL]
- d. [CONFIDENTIAL]
- e. [CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

- f. The ACCESSANYWARE PERPETUAL PER VISIT PRICING requires [CONFIDENTIAL] for each initial accessANYware order per accessANYware instance installed per server.
- g. Custom software is not included with the accessANYware license fees. Custom software is quoted on a time and expenses basis, per specifications provided to LanVision by Siemens.
- h. Third party software [CONFIDENTIAL], et. al. is not included and is the obligation of Siemens or its End User to license in adequate quantities from the appropriate software vendor. LanVision may resell, , certain 3rd party software licenses to Siemens or its End Users, upon request.

PRICE LIST EXAMPLE FOR ACCESSANYWARE PERPETUAL PER VISIT PRICING CALCULATION

[CONFIDENTIAL]

SECTION 3: EXISTING HIAS PERPETUAL CONCURRENT LICENSE USER PRICING

- a. Existing HIAS perpetual concurrent use pricing ONLY [CONFIDENTIAL] Siemens shall pay to LanVision a Software Royalty Fee based on the End User list price in ATTACHMENT H-1, LANVISION PRICE BOOK - SIEMENS EDITION, HIAS PERPETUAL CONCURRENT LICENSE END USER PRICE LIST. In addition, Siemens shall pay professional Services Rates at [CONFIDENTIAL] of the rate listed in Exhibit I.
- b. The above HIAS license fees do not include Support Fees applicable third party software and Professional Services Fees related to System Implementation.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

EXHIBIT H

ATTACHMENT H-1

LANVISION PRICE BOOK

SIEMENS EDITION

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Confidential

LANVISION PRICE BOOK

SIEMENS EDITION

(June 18, 2002)

[LAN VISION LOGO]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

(C) 2002 LANVISION, INC.
All Rights Reserved

This material contains proprietary and confidential information and is protected by copyright and trade secret laws. Unauthorized reproduction, distribution, or transfer of this material, or any portion of it, is strictly prohibited and may result in civil and criminal penalties. Known violators will be prosecuted to the maximum extent possible under the law.

The following are trademarks or registered trademarks of LanVision, Inc.:
accessANYware(SM), AccountVision(TM), ASPeN(SM), ChartVision(R),
codingANYware(SM), completionANYware(SM), Document Capture System(TM),
Enterprisewide Correspondence(TM), LanVision(TM), [GRAPHIC OMITTED](TM),
LanVision Application Bridge(SM), MicroVision(TM), MultiView(TM),
OmniVision(TM), On-Line Chart Completion(TM), scanANYware(SM), VisionFlow(R),
and WebView(TM).

All other trademarks are trademarks or registered trademarks of their respective companies.

DISCLAIMER

LanVision, Inc. has taken due care in preparing this material. Nothing contained in this material alters in any way the terms and conditions of the license agreement by which the product was acquired, nor increases in any way LanVision's liability to the user. LanVision shall not be liable for any incidental, consequential, indirect, or special damages in connection with or arising from the use of this or any related materials.

LANVISION, INC.
5481 Creek Road
Cincinnati, Ohio 45242
Phone: (513) 794-7100
Fax: (513) 794-9770

E-mail: Webmaster@lanvision.com
World Wide Web: <http://www.lanvision.com>

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

TABLE OF CONTENTS

ACCESSANYWARE ADVANCE EDITION CONCURRENT USE PERPETUAL LICENSE END USER PRICE LIST.....	69
ACCESSANYWARE - PERPETUAL PER VISIT END USER PRICE LIST.....	70
HIAS PERPETUAL CONCURRENT LICENSE END USER PRICE LIST [CONFIDENTIAL].	72
UTILITY SOFTWARE END USER PRICE LIST.....	73

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

ACCESSANYWARE ADVANCE EDITION

CONCURRENT USE PERPETUAL LICENSE

END USER PRICE LIST

ACCESSANYWARE (AA) ADVANCE EDITION

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

accessANYware - Perpetual Per Visit End User Price List

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

HIAS Perpetual Concurrent License End User Price List
[CONFIDENTIAL]

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

UTILITY SOFTWARE END USER PRICE LIST

[CONFIDENTIAL]

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

Confidential

Exhibit I

Professional Services Fees

The LanVision Professional Services Fees hourly rates for [CONFIDENTIAL] are:

EM	Engagement Manager (Hourly rate)	[CONFIDENTIAL]
DBA	Database Administrator (Hourly rate)	[CONFIDENTIAL]
AAS	Application Administration (Hourly rate)	[CONFIDENTIAL]
TC	Technical Consultant (Hourly rate)	[CONFIDENTIAL]
OC	Operational Consultant (Hourly rate)	[CONFIDENTIAL]
SA	Systems Analyst/Programmer (Hourly rate)	[CONFIDENTIAL]
SS	Sales Support Specialist (Hourly rate)	[CONFIDENTIAL]
HD1	Help Desk Analyst Level 1 (Hourly rate)	[CONFIDENTIAL]
HD2	Help Desk Analyst - Level 2 (Hourly rate)	[CONFIDENTIAL]
	STANDARD IMPLEMENTATION	
INSTALL	Interface Implementation	[CONFIDENTIAL]
INSTALL	Image Enable HIS Implementation	[CONFIDENTIAL]
INSTALL	HIM Implementation	[CONFIDENTIAL]

Services performed outside of first-shift hours (i.e., Monday through Friday, 8:00 a.m. - 6:00 p.m., Cincinnati Time) will be billed at [CONFIDENTIAL] times the first shift rate.

LanVision shall be reimbursed for reasonable necessary travel and living expenses as provided in this Agreement.

The LanVision training rates are:

Customer Site Training	[CONFIDENTIAL]
Onsite at LanVision Training	[CONFIDENTIAL]
Additional Students	[CONFIDENTIAL]

Rates may be increased in accordance with Section 14.11 of the Agreement.

Payments of invoices or services provided in accordance with this Exhibit I are due and payable within [CONFIDENTIAL] days from the date of receipt of the invoice.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2.

EXHIBIT J

SUMMARY OF SIEMENS TRAVEL AND LIVING POLICIES

The following is a summary of the principal provisions of SIEMENS' present policy for reimbursement its vendors for United States travel and living expenses.

1. Commercial Air Fare. Coach class, except business class is reimbursable on coast-to-coast flights if it is not more than twenty percent (20%) more expensive than coach class.

2. Car Rental. Compact car (unless the number of people being transported requires a larger car) from a car rental firm that provides SIEMENS special reduced rates.

3. Use of Personal Automobile. At a rate of \$.345 per mile plus tolls for the United States, except Puerto Rico which is reimbursed at the rate of \$.33 per mile plus tolls.

4. Other Commercial Travel. Coach class for trains and buses. Airport vans are to be used in preference to taxi cabs for travel to and from airports where practical.

5. Parking. The maximum amount which is reimbursable for parking at any airport or train station is the standard per-day rate for remote parking.

6. Lodging. Lowest-priced, satisfactory accommodation. The use of hotels which provide SIEMENS special reduced rates is encouraged.

7. Meals. An allowance for breakfast and dinner only Monday through Friday and additionally for lunch on weekends. The rates for these allowances are as follows:

Meal allowance (including tip)	High-cost Areas	All Other Locations
-----	-----	-----
Breakfast	\$10.00/day	\$7.00/day
Lunch	\$5.00/day	\$5.00/day
Dinner	\$27.00/day	\$23.00/day

High-cost areas include:

- | | |
|-------------|----------------|
| Alaska | New York City |
| Chicago | Puerto Rico |
| Hawaii | San Francisco |
| Los Angeles | Washington, DC |

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

CONFIDENTIAL

Receipts are required for commercial travel, car rental, parking, and lodging.

Where SIEMENS consultants visit more than one client on the same trip, the expenses incurred are apportioned in relation to time spent with each client.

SIEMENS' policy for consultant reimbursement may be changed by SIEMENS from time to time to reflect changes in economic and business factors.

NOTE: PORTIONS MARKED "[CONFIDENTIAL]" HAVE BEEN OMITTED FOR REASONS OF CONFIDENTIALITY AND HAVE BEEN FILED SEPARATELY WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2.

Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and J. Brian Patsy effective February 1, 2002.

This EMPLOYMENT AGREEMENT ("Agreement") is entered into effective as of February 1, 2002, by and among LanVision Systems, Inc., a Delaware corporation ("Parent"), LanVision, Inc., an Ohio corporation ("Company") and J. Brian Patsy ("Employee").

RECITALS:

A. Employee is currently an "at will" employee of the Company; and

B. Parent, the Company and Employee mutually desire to modify the terms and conditions of Employee's employment, including the conversion of Employee's at will status to employment for a described term, and to enter into this Agreement which sets forth the terms and conditions of Employee's employment;

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

Parent and the Company hereby agree to employ Employee, and Employee, 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 of this Agreement, Employee shall be employed in the position of President of each of Parent and the Company. While employed hereunder, Employee shall do all things necessary, legal and incident to the above position, and otherwise shall perform such functions as the Board of Directors of Parent and the Company may establish from time to time.

3. COMPENSATION

Subject to such modifications as may be approved from time to time by the Board of Directors of Parent, the Employee shall receive the compensation and benefits listed on the attached Exhibit A. Such compensation shall be paid by Parent or the Company, at the discretion of Parent.

4. EXPENSES

Parent or the Company shall pay or reimburse Employee for all travel and out-of-pocket expenses reasonably incurred or paid by Employee in connection with the performance of Employee's duties as an employee of Parent or the Company, respectively, 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.

5. PRIOR EMPLOYMENT

The Employee warrants and represents to Parent and the Company (i) that the Employee will take no action in violation of any employment agreement or arrangement with any prior employer, (ii) that the Employee has disclosed to Parent and the Company all such prior written agreements, (iii) that any employment agreement or arrangement with any prior employer is null and void and of no effect, and (iv) that the Employee has the full right and authority to enter into this Agreement and to perform all of the Employee's obligations hereunder. The Employee agrees to indemnify and hold Parent and the Company harmless from and against any and all claims, liabilities or expenses incurred by Parent and/or the Company as a result of any claim made by any prior employer arising out of this Agreement or the employment of the Employee by Parent and the Company.

6. OUTSIDE EMPLOYMENT

Employee shall devote Employee's full time and attention to the performance of the duties incident to Employee's position with Parent and the Company, and shall not have any other employment with any other enterprise or substantial responsibility for any enterprise which would be inconsistent with Employee's duty to devote Employee's full time and attention to Parent and Company matters, provided that, the foregoing shall not prevent the Employee from participating in any charitable or civic organization that does not interfere with Employee's performance of the duties and responsibilities to be performed by Employee under this Agreement.

7. CONFIDENTIAL INFORMATION

Employee shall not, during the term of this Agreement or at any time thereafter, 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 Employee's own behalf, for any reason or purpose. Employee further agrees that, during the term of this Agreement or at any time thereafter, Employee will not distribute, or cause to be distributed, Confidential Information to any third person or permit the reproduction of the Confidential Information, except on behalf of Parent or the Company in Employee's capacity as an employee of Parent and the Company. Employee shall take all reasonable care to avoid unauthorized disclosure or use of the Confidential Information. Employee hereby assumes responsibility for and shall indemnify and hold Parent and/or the Company harmless from and against any disclosure or use of the Confidential Information in violation of this Agreement.

For the purpose of this Agreement, "Confidential Information" shall mean any written or unwritten information which specifically relates to and or is used in Parent's or the Company's business (including without limitation, Parent's or the Company's services, processes, patents, systems, equipment, creations, designs, formats, programming, discoveries, inventions, improvements, computer programs, data kept on computer, 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 Parent and/or the Company does or has in the past done, business, regardless of when and by whom such information was developed or acquired) which Parent or the Company deems confidential and proprietary which is generally not known to others outside Parent or the Company and which gives or tends to give Parent or the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to Parent and/or 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" shall 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 Employee has lawfully acquired from a source other than Parent or 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. Employee acknowledges that the Confidential Information is novel, proprietary to and of considerable value to Parent and the Company.

Employee 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 Parent and/or the Company.

Employee agrees that, upon the request of Parent or the Company, or immediately on termination of his employment for whatever reason, Employee will immediately deliver up to the requesting entity all Confidential Information in Employee's possession and/or control, and all notes, records, memoranda, correspondence, files and other papers, and all copies, relating to or containing Confidential Information. Employee does not have, nor can Employee acquire any property or other right in the Confidential Information.

8. PROPERTY OF PARENT AND THE COMPANY

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

(A) During the term of Employee's employment, whether under this Agreement or at will, and for a period of one year after the termination date of Employee's employment, unless extended to two years after the termination date of this agreement by the additional payment indicated in Section 11(D) (whether such termination be with or without cause), Employee agrees that he will not directly or indirectly, whether as an employee, agent, consultant, director, officer, investor, partner, shareholder, proprietor, lender or otherwise own, operate or otherwise work for or participate in any competitive business, anywhere in the world, which designs, develops, manufactures or markets any product or service that in any way competes with Parent's or the Company's business, products or services as conducted, or planned to be conducted, on the date of termination (a "Competitive Business"), provided that the foregoing shall 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.

(B) During the term of Employee's employment and for a period ending one year from the termination of Employee's employment with Parent and the Company, unless extended by the additional payment indicated in Section 11(D), whether by reason of the expiration of the

term of this Agreement, resignation, discharge by Parent and the Company or otherwise, Employee hereby agrees that Employee will not, directly or indirectly:

(i) solicit, otherwise attempt to employ or contract with any current or future employee of Parent or the Company for employment or otherwise in any Competitive Business or otherwise offer any inducement to any current or future employee of Parent or the Company to leave Parent's or the Company's employ; or

(ii) contact or solicit any customer or client of Parent or the Company (an "Existing Customer"), contact or solicit any individual or business entity with whom Parent or the Company has directly communicated for the purpose of rendering services prior to the effective date of such termination (a "Potential Customer"), or otherwise provide any other products or services for any Existing Customer or Potential Customer of Parent or the Company, on behalf of a Competitive Business or in a manner that is competitive to the Parent's or the Company's business; or

(iii) Use or divulge to anyone any information about the identity of Parent's or the Company's customers or suppliers (including without limitation, mental or written customer lists and customer prospect lists), or information about customer requirements, transactions, work orders, pricing policies, plans, or any other Confidential Information.

(C) For the purpose of this Agreement, Competitive Business shall mean any business operation (including a sole proprietorship) anywhere in the world which designs, develops, manufactures or markets any product or service that in any way competes with Parent's or the Company's health information access system business, products or services as conducted, or contemplated to be conducted, on the date of termination.

10. TERM

Unless earlier terminated pursuant to Section 11 hereof, the term of this Agreement shall be for the time period beginning February 1, 2002, the date hereof, and continuing through January 31, 2003 (the "Term"). Neither Parent nor the Company nor the Employee shall have any obligation to the other to negotiate a new period of employment subsequent to the end of the Term. Unless waived in writing by the Company, the requirements of Sections 7 (Confidential Agreement), 8 (Property of Parent and the Company) and 9 (Non-Competition Agreement) shall survive the expiration or termination of this Agreement for any reason except as set forth in Section 11(D)(ii).

11. TERMINATION.

(A) Death. This Agreement and Employee's employment thereunder shall be terminated on the death of Employee, effective as of the date of Employee's death.

(B) Continued Disability. This Agreement and Employee's employment thereunder may be terminated, at the option of Parent, upon a Continued Disability of Employee, effective as of the date of the determination of Continued Disability as that term is hereinafter defined. For the purposes of this Agreement, "Continued Disability" shall be defined as the inability or incapacity (either mental or physical) of Employee to continue to perform Employee'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, Employee shall have been unable to perform Employee'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 Employee is unable to perform the essential functions of Employee's job shall be made by Parent's Board of Directors in its reasonable discretion; provided, however, that if Employee is not satisfied with the decision of the Board, Employee will submit to examination by three competent physicians who practice in the metropolitan area in which the Company then resides, one of whom shall be selected by Parent, another of whom shall be selected by Employee, with the third to be selected by the physicians so selected. The decision of a majority of the physicians so selected shall supersede the decision of the Board and shall be final and conclusive.

(C) Termination For Good Cause. Notwithstanding any other provision of this Agreement, Parent may at any time immediately terminate this Agreement and Employee's employment thereunder for Good Cause. For this purpose, "Good Cause" shall include the following: the current use of illegal drugs; indictment for any crime involving moral turpitude, fraud or misrepresentation; commission of any act which would constitute a felony and which would adversely impact the business or reputation of Parent or the Company; fraud; misappropriation or embezzlement of Parent or Company funds or property; willful misconduct or grossly negligent or reckless conduct which is materially injurious to the reputation, business or business relationships of Parent or the Company; material violation or default on any of the provisions of this Agreement; or material failure to meet reasonable performance criteria or reasonable standards of conduct as established from time to time by the Corporation's Board of Directors, which failure continues for at least 30 days after written notice from the Corporation to the Executive. Any alleged cause for termination shall be delivered in writing to Employee stating the full basis for such cause along with any notice of such termination.

(D) Termination Without Good Cause.

(i) Parent or the Company may terminate Employee's employment prior to the Expiration Date at any time, whether or not for Good Cause (as "Good Cause" is defined in Section 11(C) above). In the event Parent or the Company terminates Employee for reasons other than Good Cause, Employee's Death, or Employee's Disability, Parent or the Company will pay Employee a lump sum amount equal to the Employee's prior twelve months total compensation [to include only the base compensation and bonuses paid to Employee during that prior twelve month period] at the time of termination. Such severance payment shall be paid within 90 days following the date of Employee's termination. Parent or Corporation may elect to extend the one year period of noncompetition to two years upon prior written notice to Employee, which notice will be delivered not later than 180 days prior to the expiration of the

initial one year period of noncompetition and upon payment of an additional lump sum amount equal to the first lump sum payment made, above This second lump sum payment shall be paid within 180 days following notification of the election to extend the noncompetition period for a second year.

(ii) If the Company fails to make the payments to Employee as set forth above, the provisions of the Section 9 (NonCompetition) shall terminate as of the date such payments cease.

12. ADVICE TO PROSPECTIVE EMPLOYERS

If Employee seeks or is offered employment by any other company, firm or person, he will notify the prospective employer of the existence and terms of the non-competition and confidentiality agreement set forth in Sections 7 & 9 of this Agreement. Employee may disclose the language of Sections 7 & 9, but may not disclose the remainder of the Agreement.

13. CHANGE IN CONTROL; ACCELERATED VESTING SCHEDULES

In the event that, within twelve months of a change in control of Parent, Employee's employment by Parent and the Company is terminated prior to the end of the Term or Employee terminates his employment due to a material reduction in his duties or compensation, all stock options granted to Employee shall immediately vest in full, and Parent or the Company will pay Employee a lump sum amount equal the Employee's prior twelve months total compensation [to include only base compensation and bonuses paid during that prior twelve month period] at the time of termination. For purposes of this Agreement, "change in control" means any of the following events:

(A) A change in control of the direction and administration of Parent'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 Securities Exchange Act of 1934, as amended (the "1934 Act"), as in effect on the date hereof and any successor provision of the regulations under the 1934 Act, whether or not Parent is then subject to such reporting requirements; or

(B) Any "person" (as such term is used in Section 13(d) and Section 14(d)(2) of the 1934 Act but excluding any employee benefit plan of Parent) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of Parent representing more than one half of the combined voting power of Parent's outstanding securities then entitled to vote for the election of directors; or

(C) Parent shall sell all or substantially all of the assets of Parent; or

(D) Parent shall participate in a merger, reorganization, consolidation or similar business combination that constitutes a change in control as defined in the 1996 LanVision Systems, Inc. Employee Stock Option Plan and/or results in the occurrence of any event described in clause (A), (B) or

(C) above.

14. ACKNOWLEDGEMENTS

Parent, the Company and Employee 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 and geographic scope;

(B) In the event of a breach or threatened breach by Employee of any of the covenants, restrictions, agreements and obligations set forth in Section 7, 8 and/or 9, monetary damages or the other remedies at law that may be available to Parent and/or the Company for such breach or threatened breach will be inadequate and, without prejudice to Parent's or 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 Employee, Parent and/or the Company will be entitled to injunctive relief from a court of competent jurisdiction; and

(C) The time period 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 and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. The Employee agrees that in the event any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Parent and 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 shall 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 shall be given in writing and shall be sufficiently given if delivered personally or sent by telecopy to such party addressed as follows:

(A) In the case of Parent or the Company, if addressed to it as follows:

LanVision Systems, Inc.
5481 Creek Road
Cincinnati, Ohio 45242-4001
Attn: J. Brian Patsy

(B) In the case of Employee, if addressed to Employee at:

J. Brian Patsy
5481 Creek Road
Cincinnati, Ohio 45242-4001

Any such notice delivered personally or by telecopy shall 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 shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Parent and the Company may assign or otherwise transfer their 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 the duties hereunder be delegated by Employee. In the event that Parent and the Company assign or otherwise transfer their 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, "Parent" and the "Company" shall then be deemed to include the successor or affiliated business or corporation to which Parent and the Company, respectively, assigned or otherwise transferred their 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 shall not affect any other provisions hereof and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of this Agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

19. COUNTERPARTS

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one in 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), shall be submitted to and resolved by arbitration. The arbitration shall be conducted pursuant to the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Either party may notify the other party at any time of the existence of an arbitrable controversy by certified mail and shall 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 shall be Cincinnati, Ohio.

22. GOVERNING LAW

The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio and the laws of the United States applicable therein. The Employee acknowledges and agrees that Employee is subject to personal jurisdiction in state and federal courts in Hamilton County, Ohio.

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

LANVISION SYSTEMS, INC.

By: /s/ Eric S. Lombardo

Its: Executive Vice President

Date 10-3-02

By: /s/ Eric S. Lombardo

Its: Executive Vice President

Date 10-3-02

EMPLOYEE

/s/ J. Brian Patsy

J. Brian Patsy

Date 10-3-02

EXHIBIT A - COMPENSATION AND BENEFITS

Employee: J. Brian Patsy

Salary: Fiscal Year 2002 (2/1/02 - 1/31/03)

Annual Base Salary - \$175,875.00 payable in such number of installments as may be agreed upon among Parent, the Company and Employee

Minimum Fiscal Year Cash Bonus - \$25,000

On target bonus, per the Executive Bonus Plan - \$55,000

Stock Options:

Parent agrees that Employee shall be eligible to participate in the 1996 LanVision Systems, Inc. Employee Stock Option Plan and to receive stock option grants as the Parent's Board of Directors may determine appropriate from time to time hereafter.

Car Allowance: \$450 per month

Benefits:

Employee shall be eligible to participate in all other employee fringe benefit plans of Parent or the Company (but not both if Parent and Company have separate plans providing benefits that may be similar in nature), to the same extent and at the same levels as other executive officers of Parent or the Company are then participating.

Employment Agreement among LanVision Systems, Inc., LanVision, Inc. and Eric S. Lombardo effective February 1, 2002

This EMPLOYMENT AGREEMENT ("Agreement") is entered into effective as of February 1, 2002, by and among LanVision Systems, Inc., a Delaware corporation ("Parent"), LanVision, Inc., an Ohio corporation ("Company") and Eric S. Lombardo ("Employee").

RECITALS:

A. Employee is currently an "at will" employee of the Company; and

B. Parent, the Company and Employee mutually desire to modify the terms and conditions of Employee's employment, including the conversion of Employee's at will status to employment for a described term, and to enter into this Agreement which sets forth the terms and conditions of Employee's employment;

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

Parent and the Company hereby agree to employ Employee, and Employee, 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 of this Agreement, Employee shall be employed in the position of Executive Vice President of each of Parent and the Company. While employed hereunder, Employee shall do all things necessary, legal and incident to the above position, and otherwise shall perform such functions as the Board of Directors of Parent and the Company may establish from time to time.

3. COMPENSATION

Subject to such modifications as may be approved from time to time by the Board of Directors of Parent, the Employee shall receive the compensation and benefits listed on the attached Exhibit A. Such compensation shall be paid by Parent or the Company, at the discretion of Parent.

4. EXPENSES

Parent or the Company shall pay or reimburse Employee for all travel and out-of-pocket expenses reasonably incurred or paid by Employee in connection with the performance of Employee's duties as an employee of Parent or the Company, respectively, 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.

5. PRIOR EMPLOYMENT

The Employee warrants and represents to Parent and the Company (i) that the Employee will take no action in violation of any employment agreement or arrangement with any prior employer, (ii) that the Employee has disclosed to Parent and the Company all such prior written agreements, (iii) that any employment agreement or arrangement with any prior employer is null and void and of no effect, and (iv) that the Employee has the full right and authority to enter into this Agreement and to perform all of the Employee's obligations hereunder. The Employee agrees to indemnify and hold Parent and the Company harmless from and against any and all claims, liabilities or expenses incurred by Parent and/or the Company as a result of any claim made by any prior employer arising out of this Agreement or the employment of the Employee by Parent and the Company.

6. OUTSIDE EMPLOYMENT

Employee shall devote Employee's full time and attention to the performance of the duties incident to Employee's position with Parent and the Company, and shall not have any other employment with any other enterprise or substantial responsibility for any enterprise which would be inconsistent with Employee's duty to devote Employee's full time and attention to Parent and Company matters, provided that, the foregoing shall not prevent the Employee from participating in any charitable or civic organization that does not interfere with Employee's performance of the duties and responsibilities to be performed by Employee under this Agreement.

7. CONFIDENTIAL INFORMATION

Employee shall not, during the term of this Agreement or at any time thereafter, 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 Employee's own behalf, for any reason or purpose. Employee further agrees that, during the term of this Agreement or at any time thereafter, Employee will not distribute, or cause to be distributed, Confidential Information to any third person or permit the reproduction of the Confidential Information, except on behalf of Parent or the Company in Employee's capacity as an employee of Parent and the Company. Employee shall take all reasonable care to avoid unauthorized disclosure or use of the Confidential Information. Employee hereby assumes responsibility for and shall indemnify and hold Parent and/or the Company harmless from and against any disclosure or use of the Confidential Information in violation of this Agreement.

For the purpose of this Agreement, "Confidential Information" shall mean any written or unwritten information which specifically relates to and or is used in Parent's or the Company's business (including without limitation, Parent's or the Company's services, processes, patents, systems, equipment, creations, designs, formats, programming, discoveries, inventions, improvements, computer programs, data kept on computer, 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 Parent and/or the Company does or has in the past done, business, regardless of when and by whom such information was developed or acquired) which Parent or the Company deems confidential and proprietary which is generally not known to others outside Parent or the Company and which gives or tends to give Parent or the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to Parent and/or 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" shall 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 Employee has lawfully acquired from a source other than Parent or 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. Employee acknowledges that the Confidential Information is novel, proprietary to and of considerable value to Parent and the Company.

Employee 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 Parent and/or the Company.

Employee agrees that, upon the request of Parent or the Company, or immediately on termination of his employment for whatever reason, Employee will immediately deliver up to the requesting entity all Confidential Information in Employee's possession and/or control, and all notes, records, memoranda, correspondence, files and other papers, and all copies, relating to or containing Confidential Information. Employee does not have, nor can Employee acquire any property or other right in the Confidential Information.

8. PROPERTY OF PARENT AND THE COMPANY

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

(A) During the term of Employee's employment, whether under this Agreement or at will, and for a period of one year after the termination date of Employee's employment, unless extended to two years after the termination date of this agreement by the additional payment indicated in Section 11(D) (whether such termination be with or without cause), Employee agrees that he will not directly or indirectly, whether as an employee, agent, consultant, director, officer, investor, partner, shareholder, proprietor, lender or otherwise own, operate or otherwise work for or participate in any competitive business, anywhere in the world, which designs, develops, manufactures or markets any product or service that in any way competes with Parent's or the Company's business, products or services as conducted, or planned to be conducted, on the date of termination (a "Competitive Business"), provided that the foregoing shall 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.

(B) During the term of Employee's employment and for a period ending one year from the termination of Employee's employment with Parent and the Company, unless extended by the additional payment indicated in Section 11(D), whether by reason of the expiration of the

term of this Agreement, resignation, discharge by Parent and the Company or otherwise, Employee hereby agrees that Employee will not, directly or indirectly:

(i) solicit, otherwise attempt to employ or contract with any current or future employee of Parent or the Company for employment or otherwise in any Competitive Business or otherwise offer any inducement to any current or future employee of Parent or the Company to leave Parent's or the Company's employ; or

(ii) contact or solicit any customer or client of Parent or the Company (an "Existing Customer"), contact or solicit any individual or business entity with whom Parent or the Company has directly communicated for the purpose of rendering services prior to the effective date of such termination (a "Potential Customer"), or otherwise provide any other products or services for any Existing Customer or Potential Customer of Parent or the Company, on behalf of a Competitive Business or in a manner that is competitive to the Parent's or the Company's business; or

(iii) Use or divulge to anyone any information about the identity of Parent's or the Company's customers or suppliers (including without limitation, mental or written customer lists and customer prospect lists), or information about customer requirements, transactions, work orders, pricing policies, plans, or any other Confidential Information.

(C) For the purpose of this Agreement, Competitive Business shall mean any business operation (including a sole proprietorship) anywhere in the world which designs, develops, manufactures or markets any product or service that in any way competes with Parent's or the Company's health information access system business, products or services as conducted, or contemplated to be conducted, on the date of termination.

10. TERM

Unless earlier terminated pursuant to Section 11 hereof, the term of this Agreement shall be for the time period beginning February 1, 2002, the date hereof, and continuing through January 31, 2003 (the "Term"). Neither Parent nor the Company nor the Employee shall have any obligation to the other to negotiate a new period of employment subsequent to the end of the Term. Unless waived in writing by the Company, the requirements of Sections 7 (Confidential Agreement), 8 (Property of Parent and the Company) and 9 (Non-Competition Agreement) shall survive the expiration or termination of this Agreement for any reason except as set forth in Section 11(D)(ii).

11. TERMINATION.

(A) Death. This Agreement and Employee's employment thereunder shall be terminated on the death of Employee, effective as of the date of Employee's death.

(B) Continued Disability. This Agreement and Employee's employment thereunder may be terminated, at the option of Parent, upon a Continued Disability of Employee, effective as of the date of the determination of Continued Disability as that term is hereinafter defined. For the purposes of this Agreement, "Continued Disability" shall be defined as the inability or incapacity (either mental or physical) of Employee to continue to perform Employee'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, Employee shall have been unable to perform Employee'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 Employee is unable to perform the essential functions of Employee's job shall be made by Parent's Board of Directors in its reasonable discretion; provided, however, that if Employee is not satisfied with the decision of the Board, Employee will submit to examination by three competent physicians who practice in the metropolitan area in which the Company then resides, one of whom shall be selected by Parent, another of whom shall be selected by Employee, with the third to be selected by the physicians so selected. The decision of a majority of the physicians so selected shall supersede the decision of the Board and shall be final and conclusive.

(C) Termination For Good Cause. Notwithstanding any other provision of this Agreement, Parent may at any time immediately terminate this Agreement and Employee's employment thereunder for Good Cause. For this purpose, "Good Cause" shall include the following: the current use of illegal drugs; indictment for any crime involving moral turpitude, fraud or misrepresentation; commission of any act which would constitute a felony and which would adversely impact the business or reputation of Parent or the Company; fraud; misappropriation or embezzlement of Parent or Company funds or property; willful misconduct or grossly negligent or reckless conduct which is materially injurious to the reputation, business or business relationships of Parent or the Company; material violation or default on any of the provisions of this Agreement; or material failure to meet reasonable performance criteria or reasonable standards of conduct as established from time to time by the Corporation's Board of Directors, which failure continues for at least 30 days after written notice from the Corporation to the Executive. Any alleged cause for termination shall be delivered in writing to Employee stating the full basis for such cause along with any notice of such termination.

(D) Termination Without Good Cause.

(i) Parent or the Company may terminate Employee's employment prior to the Expiration Date at any time, whether or not for Good Cause (as "Good Cause" is defined in Section 11(C) above). In the event Parent or the Company terminates Employee for reasons other than Good Cause, Employee's Death, or Employee's Disability, Parent or the Company will pay Employee a lump sum amount equal to the Employee's prior twelve months total compensation [to include only the base compensation and bonuses paid to Employee during that prior twelve month period] at the time of termination. Such severance payment shall be paid within 90 days following the date of Employee's termination. Parent or Corporation may elect to extend the one year period of noncompetition to two years upon prior written notice to Employee, which notice will be delivered not later than 180 days prior to the expiration of the

initial one year period of noncompetition and upon payment of an additional lump sum amount equal to the first lump sum payment made, above This second lump sum payment shall be paid within 180 days following notification of the election to extend the noncompetition period for a second year.

(ii) If the Company fails to make the payments to Employee as set forth above, the provisions of the Section 9 (NonCompetition) shall terminate as of the date such payments cease.

12. ADVICE TO PROSPECTIVE EMPLOYERS

If Employee seeks or is offered employment by any other company, firm or person, he will notify the prospective employer of the existence and terms of the non-competition and confidentiality agreement set forth in Sections 7 & 9 of this Agreement. Employee may disclose the language of Sections 7 & 9, but may not disclose the remainder of the Agreement.

13. CHANGE IN CONTROL; ACCELERATED VESTING SCHEDULES

In the event that, within twelve months of a change in control of Parent, Employee's employment by Parent and the Company is terminated prior to the end of the Term or Employee terminates his employment due to a material reduction in his duties or compensation, all stock options granted to Employee shall immediately vest in full, and Parent or the Company will pay Employee a lump sum amount equal the Employee's prior twelve months total compensation [to include only base compensation and bonuses paid during that prior twelve month period] at the time of termination. For purposes of this Agreement, "change in control" means any of the following events:

(A) A change in control of the direction and administration of Parent'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 Securities Exchange Act of 1934, as amended (the "1934 Act"), as in effect on the date hereof and any successor provision of the regulations under the 1934 Act, whether or not Parent is then subject to such reporting requirements; or

(B) Any "person" (as such term is used in Section 13(d) and Section 14(d)(2) of the 1934 Act but excluding any employee benefit plan of Parent) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of Parent representing more than one half of the combined voting power of Parent's outstanding securities then entitled to vote for the election of directors; or

(C) Parent shall sell all or substantially all of the assets of Parent; or

(D) Parent shall participate in a merger, reorganization, consolidation or similar business combination that constitutes a change in control as defined in the 1996 LanVision Systems, Inc. Employee Stock Option Plan and/or results in the occurrence of any event described in clause (A), (B) or

(C) above.

14. ACKNOWLEDGEMENTS

Parent, the Company and Employee 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 and geographic scope;

(B) In the event of a breach or threatened breach by Employee of any of the covenants, restrictions, agreements and obligations set forth in Section 7, 8 and/or 9, monetary damages or the other remedies at law that may be available to Parent and/or the Company for such breach or threatened breach will be inadequate and, without prejudice to Parent's or 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 Employee, Parent and/or the Company will be entitled to injunctive relief from a court of competent jurisdiction; and

(C) The time period 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 and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. The Employee agrees that in the event any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Parent and 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 shall 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 shall be given in writing and shall be sufficiently given if delivered personally or sent by telecopy to such party addressed as follows:

(A) In the case of Parent or the Company, if addressed to it as follows:

LanVision Systems, Inc.
5481 Creek Road
Cincinnati, Ohio 45242-4001
Attn: J. Brian Patsy

(B) In the case of Employee, if addressed to Employee at:

Eric S. Lombardo
5481 Creek Road
Cincinnati, Ohio 45242-4001

Any such notice delivered personally or by telecopy shall 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 shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Parent and the Company may assign or otherwise transfer their 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 the duties hereunder be delegated by Employee. In the event that Parent and the Company assign or otherwise transfer their 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, "Parent" and the "Company" shall then be deemed to include the successor or affiliated business or corporation to which Parent and the Company, respectively, assigned or otherwise transferred their 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 shall not affect any other provisions hereof and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of this Agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

19. COUNTERPARTS

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one in 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), shall be submitted to and resolved by arbitration. The arbitration shall be conducted pursuant to the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Either party may notify the other party at any time of the existence of an arbitrable controversy by certified mail and shall 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 shall be Cincinnati, Ohio.

22. GOVERNING LAW

The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio and the laws of the United States applicable therein. The Employee acknowledges and agrees that Employee is subject to personal jurisdiction in state and federal courts in Hamilton County, Ohio.

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

LANVISION SYSTEMS, INC.

By: /s/ J. Brian Patsy

Its: President

Date 10-3-02

By: /s/ J. Brian Patsy

Its: President

Date 10-3-02

EMPLOYEE

/s/ Eric S. Lombardo

Eric S. Lombardo

Date 10-3-02

EXHIBIT A - COMPENSATION AND BENEFITS

Employee: Eric S. Lombardo

Salary: Fiscal Year 2002 (2/1/02 - 1/31/03)

Annual Base Salary - \$173,670.00 payable in such number of installments as may be agreed upon among Parent, the Company and Employee

Minimum Fiscal Year Cash Bonus - \$25,000

On target bonus, per the Executive Bonus Plan - \$55,000

Stock Options:

Parent agrees that Employee shall be eligible to participate in the 1996 LanVision Systems, Inc. Employee Stock Option Plan and to receive stock option grants as the Parent's Board of Directors may determine appropriate from time to time hereafter.

Car Allowance: \$450 per month

Benefits:

Employee shall be eligible to participate in all other employee fringe benefit plans of Parent or the Company (but not both if Parent and Company have separate plans providing benefits that may be similar in nature), to the same extent and at the same levels as other executive officers of Parent or the Company are then participating.

Exhibit 11
LANVISION SYSTEMS, INC.

COMPUTATION OF EARNINGS (LOSS) PER COMMON SHARE

	Three months ended		Nine months ended	
	2002	2001	2002	2001
Net income	\$ 252,439	\$ 498,257	\$ 552,340	\$ 30,020
Average shares outstanding	8,945,338	8,894,948	8,929,250	8,886,318
Stock options:				
Total options	400,354	214,047	454,375	214,047
Assumed treasury stock buyback	(171,142)	(96,526)	(186,224)	(102,639)
Warrants assumed converted	--	--	--	--
Convertible redeemable preferred stock assumed converted	--	--	--	--
Number of shares used in per common share computation	9,174,550	9,012,469	9,197,401	8,997,726
Basic net income per share of common stock	\$ 0.03	\$ 0.06	\$ 0.06	\$ 0.00
Diluted net income per share of common stock	\$ 0.03	\$ 0.06	\$ 0.06	\$ 0.00

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of LanVision Systems, Inc. (the "Company") on Form 10-Q for the period ended October 31, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, J. Brian Patsy, Chairman of the Board, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) 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/ J. Brian Patsy
Chairman of the Board,
Chief Executive Officer and
President
December 12, 2002

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of LanVision Systems, Inc. (the "Company") on Form 10-Q for the period ended October 31, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul W. Bridge, Jr., Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) 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/ Paul W. Bridge, Jr.
Chief Financial Officer
December 12, 2002