
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **May 14, 2013**

Streamline Health Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction
of Incorporation)

0-28132

(Commission
File Number)

31-1455414

(IRS Employer
Identification No.)

**1230 Peachtree St. NE Atlanta, GA,
Suite 1000**

(Address of Principal Executive Offices)

30309

(Zip Code)

Registrant's telephone number, including area code: **(404) 446-0050**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 DEPARTURE OF CERTAIN OFFICERS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On May 16, 2013, Streamline Health Solutions, Inc. ("Streamline Health" or the "Company") announced that Stephen H. Murdock would be resigning as the Company's Senior Vice President, Chief Financial Officer and Secretary effective as May 22, 2013. Accordingly, Mr. Murdock's employment agreement with the Company will terminate on that date. The Company and Mr. Murdock intend to enter into a Separation Agreement dated May 22, 2013 (the "Separation Agreement"). Pursuant to the Separation Agreement, the Company will pay Mr. Murdock severance of \$137,500 and Mr. Murdock's stock options will continue to vest through June 30, 2013, after which any unvested options are forfeited. Mr. Murdock will remain bound by the restrictive covenants and acknowledgements included in his Employment Agreement. The foregoing summary of the Separation Agreement is not complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

On May 16, 2013, the Company announced that Nicholas A. Meeks will be appointed as Senior Vice President, Chief Financial Officer and Secretary effective May 22, 2013. Mr. Meeks, 29, a CFA and experienced financial planning and analysis executive, joined the Company in 2012 as Vice President of Financial Planning. Prior to joining the Company, Mr. Meeks served since 2008 in various roles, including as the Director of Financial Planning and Analysis, at Chamberlin Edmonds & Associates, a benefit eligibility and enrollment firm, which was acquired in October 2010 by Emdeon, Inc., a provider of revenue and payment cycle management and clinical information exchange solutions. Subsequent to the acquisition, he became head of finance for Provider Payment Integrity, an operating subsidiary of Emdeon.

In connection with his appointment as Senior Vice President, Chief Financial Officer and Secretary, Mr. Meeks will enter into an employment agreement effective May 22, 2013 (the "Agreement"), which was approved by the Board of Directors of the Company on May 14, 2013. Mr. Meeks'

employment term under the Agreement runs until May 22, 2014 and automatically renews in successive one-year periods, unless sooner terminated as provided in the Agreement.

Pursuant to the Agreement, Mr. Meeks will receive an annual base salary of \$200,000, which is subject to annual increases as determined by the Company's Compensation Committee and/or Board of Directors. Mr. Meeks is also eligible to earn an annual bonus award based upon the achievement of performance targets set by the Company's Compensation Committee, with a target annual bonus equal to 40% of his base salary.

In connection with the Agreement, Mr. Meeks will be awarded a stock option for 100,000 shares of the Company's common stock, \$0.01 par value per share (the "Common Stock"), at an option price equal to the fair market value of the Company's Common Stock on the date of grant, May 22, 2013. This stock option will vest in 36 monthly installments commencing on the first month after the grant date and has a ten-year term.

If the Company terminates Mr. Meeks' employment for reasons other than good cause, death or continued disability or if Mr. Meeks terminates employment for good reason, Mr. Meeks will generally be entitled to receive: (1) accrued but unpaid salary through his termination date; (2) reimbursement of expenses incurred prior to his termination date; and (3) an amount equal to 50% the sum of (A) his annual base salary then in effect and (B) an amount equal to the higher of his bonus for the prior fiscal year or his target bonus for the fiscal year in which termination occurs.

Mr. Meeks is also subject to a covenant not to disclose the Company's confidential information during his employment term and for two years thereafter, except in the case of trade secrets, which he has agreed not to disclose for so long after his termination as such information remains a trade secret (or for the maximum period of time otherwise allowed under applicable law). During his employment and for a period of two years following his termination, he is also subject to non-solicitation covenants relating to customers or clients with whom he had material contact and Company employees or independent contractors who performed work for the Company within the last year of his employment. He is also subject to a covenant not to compete, which is limited to that area within the United States and the Canadian provinces of Quebec and Alberta in which the Company does business during the two-year period preceding his termination.

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The foregoing summary of the Agreement is not complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

In addition, the Company also announced the appointment of Carolyn Zelnio, 49, as Vice President and Chief Accounting Officer effective as of May 14, 2013. Ms. Zelnio joins the Company after serving as an independent consultant between June 2011 and May 2013 and CFO for numerous private equity backed firms, including Aderant, Inc., a global financial management software company (from April 2010 to June 2011); and Purewire, Inc., a Software-as-a-Service web security company, acquired by Barracuda Networks, Inc. (from November 2008 to December 2009). Prior to such service, she also spent 8 years in various financial leadership roles at Witness Systems, Inc., a software firm. Ms. Zelnio was granted stock options for 75,000 shares of common stock of the Company under the Company's 2005 Incentive Compensation Plan. The option will vest in equal annual installments during the first three years of her employment.

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Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Separation Agreement dated May 22, 2013 between Streamline Health Solutions, Inc. and Stephen H. Murdock
10.2	Employment Agreement effective May 22, 2013 between Streamline Health Solutions, Inc. and Nicholas A. Meeks
99.1	Streamline Health Solutions, Inc. Press Release dated May 16, 2013

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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 hereunto duly authorized.

Streamline Health Solutions, Inc.

Date: May 20, 2013

By: /s/ Stephen H. Murdock
Stephen H. Murdock
Chief Financial Officer

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SEPARATION AGREEMENT

Agreement dated as of May 22, 2013, between Streamline Health Solutions, Inc., a Delaware corporation, and Streamline Health, Inc., an Ohio corporation (collectively, the “*Company*”), on the one hand, and Stephen H. Murdock (“*Employee*”), on the other hand.

WHEREAS, Employee is currently employed as Senior Vice President, Chief Financial Officer and Secretary for the Company;

WHEREAS, Employee has at the request of the Company tendered his resignation to the Company, and the Company has accepted such resignation, effective the Date of Termination (as defined in Section 1 below); and

WHEREAS, the Company and Employee desire to set forth herein their mutual agreement with respect to the matters addressed herein, including matters pertaining to Employee’s cessation of his employment and positions with the Company and Employee’s release of claims, all upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Company and Employee hereby agree as follows:

1. *Termination of Employment.* As of May 22, 2013 (the “*Date of Termination*”), Employee will cease to be an officer, director or employee of the Company, its subsidiaries, divisions, and current affiliated entities.

2. *Payment of Accrued Amounts; Accrued Benefits; Equity Awards.*

(a) The Company will on the next regular payroll date following the Date of Termination pay to Employee all amounts due to Employee for earned salary and paid time off through the Date of Termination. In addition, not later than 30 calendar days after the Date of Termination, the Company will reimburse the Employee in accordance with the Company’s policies and procedures for all proper expenses incurred by the Employee in the performance of his duties through the Date of Termination.

(b) Employee’s rights to receive benefits accrued or payable under the Company’s employee benefit plans will, except as otherwise provided in Section 3 hereof, be governed by the terms of such plans.

3. *Post-Termination Benefits.*

(a) Severance Benefit. The Company will, not later than July 1, 2013 pay Employee the sum of \$137,500.

(b) Stock options held by Employee as of the Date of Termination (as set forth in Schedule 1 hereto), which have not vested will continue to vest through June 30, 2013 (*provided* that on the date of vesting, the Consulting Agreement dated as of May 23, 2013 (the

“*Consulting Agreement*”), between Streamline Health Solutions, Inc., and Employee remains in full force and effect) and, along with previously vested stock options, will remain exercisable in accordance with the terms of the 2005 Incentive Compensation Plan, as amended (“*the Plan*”). It is the intention of the parties that Employee’s “*service*” with the Company for purposes of the Plan extend, unbroken, through June 30, 2013 (provided as aforesaid), and that relevant Award Agreements (as defined by the Plan) be deemed to be modified accordingly.

(c) Provided that Employee timely elects to receive continued coverage under the Company’s group medical and dental insurance plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended (“*COBRA*”), for the period beginning on the Date of Termination and ending on the earlier of November 30, 2013, or the first of the month immediately following the Company’s receipt of notice from Employee terminating such coverage, Employee (and any qualified dependents) will be entitled to coverage under such plans (as may be amended during the period of coverage) in which Employee was participating immediately prior to the Date of Termination. The cost of the premiums for such coverage will be borne by the Company, except that Employee will reimburse the Company for Employee’s portion (currently \$185.48/month in aggregate) of the premiums becoming due each month with respect to such coverage. Employee’s portion of such premiums (currently \$1,112.88 in the aggregate) will be withheld from Employee’s severance benefit payable in accordance with Section 3(a) above. The period during which Employee is being provided with health insurance under this Agreement in part at the Company’s expense will be credited against Employee’s period of COBRA coverage, if any.

(d) Compliance with Agreement. Notwithstanding anything herein to the contrary, if Employee breaches any obligations on his part to be observed or performed under this Agreement and does not cure such breach (if curable) within 30 calendar days after receipt of written notice from the Company describing such breach, Employee will forfeit any and all rights to the post-termination payment and other benefits to be made or provided pursuant to subsections (a), (b) and (c) above.

4. *Federal and State Withholding.* The Company will deduct from any compensation payable by the Company to Employee the amount of all taxes required to be withheld under applicable law with respect to such payments. For purposes of determining all applicable tax withholdings, any compensation recognized by Employee upon the exercise of Employee’s stock options in accordance with the terms of the Plan and the amounts to be paid to Employee pursuant to Section 3(a) above will be treated as wages subject to all applicable withholding requirements.

5. *Return of Company Property.* Promptly following the Termination Date (but in no event later than ten business days following said date or the effective date of termination of the Consulting Agreement, if later), Employee will return to the Company all property of the Company in Employee’s possession or under Employee’s control, including, but not limited to, any office, computing or communications equipment.

6. *Release of Claims.*

(a) Employee, on behalf of himself and anyone claiming through him, including, but not limited to, his past, present and future spouses, family members, relatives,

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agents, attorneys, representatives, heirs, executors and administrators, and the predecessors, successors and assigns of each of them, hereby releases and agrees not to sue the Company, its divisions, subsidiaries, affiliates, or other related entities (whether or not such entities are wholly owned) or the owners, officers, directors, agents, attorneys or representatives thereof, or the predecessors, successors or assigns of each of them (hereinafter jointly referred to as the "Company Released Parties"), with respect to any and all known or unknown claims which Employee now has, has ever had, or may in the future have, against any of the Company Released Parties for or related in any way to anything occurring from the beginning of time up to and including the Date of Termination, including, without limiting the generality of the foregoing, any and all claims which in any way result from, arise out of, or relate to, Employee's employment by any of the Company Released Parties or the termination of such employment, including, but not limited to, any and all claims for severance or termination payments under any agreement between Employee and any of the Company Released Parties, including the Employment Agreement (as defined in Section 9 below), or any program or arrangement of any of the Company Released Parties or any claims that could have been asserted by Employee or on his behalf against any of the Company Released Parties in any federal, state or local court, commission, department or agency under any fair employment, contract or tort law, or any other federal, state or local law, regulation or ordinance (as in effect or amended from time to time), including, without limitation, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act, or under any compensation, bonus, severance, retirement or other benefit plan; *provided, however*, that nothing contained in this Section 7 will apply to, or release the Company from (i) any obligation contained in this Agreement, or (ii) any obligation which the Company may have to provide benefits to Employee under any plans or programs of the Company which continue to be applicable to Employee, except as otherwise expressly provided in this Agreement. Employee expressly represents and warrants that he has not filed or had filed on his behalf any claim against any of the Company Released Parties, and has not transferred or assigned any rights or causes of action that he might have against any of the Company Released Parties.

(b) Employee acknowledges that:

- (i) he has been advised by the Company, and has had the opportunity and time, to consult with his own legal counsel concerning the provisions of and whether or not to sign this Agreement;
- (ii) he has been given adequate time within which to consider this Agreement and determine whether to accept and sign this Agreement; and
- (iii) he has seven calendar days following his acceptance and signing of this Agreement to revoke this Agreement by delivering notice of revocation to the Company.

7. *Authority.* Employee expressly represents and warrants that Employee is the sole owner of the actual and alleged claims, demands, rights, causes of action and other matters that are released herein; that the same have not been transferred or assigned or caused to be transferred or assigned to any other person, firm, corporation or other legal entity; and that

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Employee has the full right and power to grant, execute and deliver the general release, undertakings and agreements contained herein.

8. *Non-Admissions.* Nothing in this Agreement is intended to or will be construed as an admission by the Company or any of the other Company Released Parties that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct. The Company and the other Company Released Parties expressly deny any such illegal or wrongful conduct.

9. *Confidentiality and Noncompetition.* Employee agrees, on behalf of himself and his affiliates, that he and his affiliates will as part of the consideration for the emoluments extended to Employee pursuant to Section 3 above remain subject to and bound by the restrictive covenants and acknowledgements included in the Employment Agreement dated as of April 22, 2011 (the "*Employment Agreement*"), between the Company and Employee, including, without limitation, the covenants and acknowledgements included in Sections 7 and 9 of said agreement (collectively, the "*Restrictive Covenants*").

10. *Nondisparagement.* Employee will not, nor will he cause or assist any other person to, make any statement to a third party or take any action which is intended to or would reasonably have the effect of disparaging or harming the Company or the business reputation of the Company; *provided, however*, that this provision will not preclude such truthful disclosure or testimony as may be required by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order him to make such disclosure or provide such testimony.

11. *Notices.* All notices and other communications required or permitted hereunder will be in writing and will be deemed given when (a) delivered personally or by overnight courier to the following address of the other party hereto (or such other address for such party as may be specified by notice given pursuant to this Section) or (b) sent by facsimile to the following facsimile number of the other parties hereto (or such other facsimile number for such parties as will be specified by notice given pursuant to this Section), with the confirmatory copy delivered by overnight courier to the address of such party pursuant to this Section:

If to the Company, to:

Streamline Health Solutions, Inc.
1230 Peachtree Street NE, Suite 1000
Atlanta, Georgia 30309
Attn: Chief Executive Officer
Facsimile: (404) 446-0059

If to Employee, to:

Stephen H. Murdock
 At the most recent address on file with the Company, currently:
 40 Cloister Cove
 Newnan, Georgia 30265
 Facsimile: To be provided

12. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

13. *Entire Agreement.* This Agreement will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof; *provided, however*, that, notwithstanding the foregoing, this Agreement will not supersede or preempt the Consulting Agreement or the Restrictive Covenants. Employee acknowledges that the Company has not made any representations regarding the tax consequences of payments under this Agreement and that Employee has had the opportunity to consult Employee's tax advisor, if any.

14. *Successors and Assigns.* This Agreement will be enforceable by Employee and Employee's heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns. Employee may not assign this Agreement, and any such assignment will be null and void.

15. *Governing Law.* This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without regard to principles of conflict of laws.

16. *Amendment and Waiver.* The provisions of this Agreement may be amended or waived only by the written agreement of the Company and Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement.

17. *Section 409A.* All severance benefits provided under this Agreement are intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, by complying with the separation pay exception as described in Treasury Regulation §1.409A-1(b)(9).

18. *Counterparts.* This Agreement may be executed in two or more counterparts (and delivered via facsimile transmission or email in pdf format), each of which will

be deemed to be an original and all of which together will constitute one and the same instrument.

19. *Effectiveness.* This Agreement will be deemed to take effect on the date that follows by seven days the date that a copy of this Agreement is returned signed by Employee to the Company; *provided, however*, that such return-date occurs within the 21-day period following the date that appears in the first paragraph of this Agreement; *and provided, further, however*, that the Company reserves the right to suspend payment in whole or in part of the severance benefit referred to in Section 3(a) above pending effectiveness (the time for which payments are suspended to be added to the payment period specified in Section 3(a) if and when effectiveness occurs).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

STREAMLINE HEALTH, SOLUTIONS, INC.

"Employee"

By: /s/ Robert E. Watson
 Robert E. Watson
 President and Chief Executive Officer

/s/ Stephen H. Murdock
 Stephen H. Murdock

STREAMLINE HEALTH, INC.

By: /s/ Robert E. Watson
 Robert E. Watson
 President and Chief Executive Officer

Stephen H. Murdock	Grant Date	Type	Price	No. Granted	Exercised	Vested 5/22/13	Vested 6/30/13
Options:	4/22/2011	NQSO	2.00	100,000	0	69,450	72,228
	8/16/2011	ISO	2.00	50,000	0	29,165	30,554
	1/29/2013	ISO	5.37	50,000	0	4,167	6,944
				<u>200,000</u>	<u>0</u>	<u>102,782</u>	<u>109,726</u>
Restricted Shares (1):	4/22/2011		1.89	10,000		10,000	
	12/31/2011		1.65	13,636		13,636	
				<u>23,636</u>		<u>23,636</u>	

(1) These shares are owned outright by Employee, and are only subject to the conditions of SEC Rule 144. There is no "exercise" price associated with these shares.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (together with Exhibit A, the "Agreement") is entered into effective as of May 22, 2013 (the "Effective Date"), by and among Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the "Company"), and Nicholas A. Meeks ("Executive").

RECITALS:

WHEREAS, Executive is currently employed by the Company as its Vice President, Financial Planning, and the Company and Executive desire to enter into an employment agreement providing for Executive's continued employment in a different capacity, as provided in this Agreement; and

WHEREAS, the Company and Executive hereby agree that Executive shall serve as a Senior Vice President, Chief Financial Officer and Secretary ("CFO") of the Company pursuant to the terms and conditions set forth in this Agreement;

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

1. **EMPLOYMENT**

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

2. **POSITION AND DUTIES**

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

3. **COMPENSATION AND BENEFITS**

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

4. **EXPENSES**

The Company shall pay or reimburse Executive for all travel and out-of-pocket expenses reasonably incurred or paid by Executive in connection with the performance of Executive's duties as an employee of the Company upon compliance with the Company's procedures for expense reimbursement,

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

5. **BINDING AGREEMENT**

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

6. **OUTSIDE EMPLOYMENT**

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

7. **CONFIDENTIAL INFORMATION AND TRADE SECRETS**

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

For the purpose of this Agreement, “Confidential Information” shall mean any written or unwritten information which relates to and/or is used in the Company’s Business (including, without limitation, the Company’s services, processes, patents, systems, equipment, creations, designs, formats, programming, discoveries, inventions, improvements, computer programs, data kept on computers, engineering, research, development, applications, financial information, information regarding services and products in development, market information, including test marketing or localized marketing, other information regarding processes or plans in development, trade secrets, training manuals, know-how of the Company, and the customers, clients, suppliers and others with whom the Company does or has in the past done, business (including any information about the identity of the Company’s customers or suppliers and written customer lists and customer prospect lists), or information about customer requirements, transactions, work orders, pricing policies, plans or any other Confidential Information, which the Company deems confidential and proprietary and which is generally not known to others outside the Company and which gives or tends to give the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to the

Company in the conduct of its business — regardless of when and by whom such information was developed or acquired, and regardless of whether any of these are described in writing, reduced to practice, copyrightable or considered copyrightable, patentable or considered patentable; *provided, however*, that “Confidential Information” 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 Executive has lawfully acquired from a source other than through his employment with the Company, or information which is required to be disclosed pursuant to any law, regulation or rule of any governmental body or authority or court order (in which event Executive shall immediately notify the Company of such requirement or order so as to give the Company an opportunity to seek a protective order or other manner of protection prior to production or disclosure of the information). Executive acknowledges that Confidential Information is novel and proprietary to and of considerable value to the Company.

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

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

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

(b) To the extent that the Confidential Information defined above does not rise to the level of a trade secret under applicable law, Executive shall not, during Executive’s employment and thereafter for a period of two (2) years, disclose, or cause to be disclosed in any way, Confidential Information, or any part thereof, to any person, firm, corporation, association or any other operation or entity, or use the Confidential Information on Executive’s own behalf, for any reason or purpose except in the performance of his duties as an employee of the Company. Executive further agrees that, during Executive’s employment and thereafter for a period of two (2) years, Executive will not distribute, or cause to be distributed, Confidential Information to any third person or permit the reproduction of Confidential Information, except on behalf of the Company in Executive’s capacity as an employee of the Company. Executive shall take all reasonable care to avoid unauthorized disclosure or use of the Confidential Information. Executive agrees that all restrictions contained in this Section 7 are reasonable and valid under the circumstances and hereby waives all defenses to the strict enforcement thereof by the Company.

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

8. PROPERTY OF THE COMPANY

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

9. PROTECTIVE COVENANTS

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

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

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

(c) Non-Compete. During Executive's employment with the Company and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, and provided that the Company is not in default of its obligations specified in Sections 11 and 13 hereof, Executive agrees not to, directly or indirectly, compete with the Company, as an officer, director, member, principal, partner, shareholder, owner, manager, supervisor, administrator, employee, consultant or independent contractor, by working for a competitor to, or engaging in competition with, the Business, in the Territory, in a capacity in which Executive performs duties and responsibilities that are the same as or similar to the duties performed by Executive while employed by the Company, provided

that the foregoing 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, as amended (the "Exchange Act"). The "Territory" shall be defined to be that geographic area comprised of the following states in the United States of America and the Canadian provinces of Quebec and Alberta:

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

; provided, however, that the Territory described herein is a good faith estimate of the geographic area that is now applicable as the area in which the Company does or will do business during the term of Executive's employment, and the Company and Executive agree that this non-compete covenant shall ultimately be construed to cover only so much of such Territory as relates to the geographic areas in which the Company does business within the two-year period preceding termination of Executive's employment.

10. **TERM**

Unless earlier terminated pursuant to Section 11 herein, the term of this Agreement shall be for a period beginning on the Effective Date and ending on May 22, 2014 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew in successive one-year periods (each a "Renewal Period"), unless Executive or the Company notifies the other party at least 60 days prior to the end of the Initial Term or the applicable Renewal Period that this Agreement shall not be renewed. If this Agreement is renewed in accordance with this Section 10, each Renewal Period shall be included in the definition of "Term" for purposes of this Agreement. Unless waived in writing by the Company, the requirements of Section 7 (Confidential Information and Trade Secrets), Section 8 (Property of the Company) and Section 9 (Protective Covenants) shall survive the expiration or termination of this Agreement or Executive's employment for any reason.

11. **TERMINATION**

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

(b) Continued Disability. This Agreement and Executive's employment hereunder may be terminated, at the option of the Company, upon a Continued Disability (as defined herein) of Executive.

For the purposes of this Agreement, and unless otherwise required under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), "Continued Disability" shall be defined as the inability or incapacity (either mental or physical) of Executive to continue to perform Executive's duties hereunder for a continuous period of one hundred twenty (120) working days, or if, during any calendar year of the Term hereof because of disability, Executive shall have been unable to perform Executive's duties hereunder for a total period of one hundred eighty (180) working days regardless of whether or not such days are consecutive. The determination as to whether Executive is unable to perform the essential functions of Executive's job shall be made by the Board or the Committee in its reasonable discretion; provided, however, that if Executive is not satisfied with the decision of the Board or the Committee,

Executive will submit to examination by three competent physicians who practice in the metropolitan area in which the Company maintains its principal executive office, one of whom shall be selected by the Company, another of whom shall be selected by Executive, with the third to be selected by the physicians so selected. The determination of a majority of the physicians so selected shall supersede the determination of the Board or the Committee and shall be final and conclusive. In the event of the termination of Executive's employment due to Continued Disability, the Company will pay to Executive the sum of (i) accrued but unpaid base salary earned prior to the date of the Executive's termination of employment due to Continued Disability (paid in accordance with the normal practices of the Company), and (ii) expenses incurred by Executive prior to his termination of employment for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive shall be entitled to no severance or other post-termination benefits.

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

(d) Termination by the Company without Good Cause, by Executive for Good Reason, or upon Non-Renewal of the Term by the Company. The Company may terminate this Agreement and Executive's employment at any time, including for reasons other than Good Cause (as "Good Cause" is defined in Section 11(c) above), Executive may terminate his employment at any time, including for Good Reason, or the Company may elect not to renew the Term. For the purposes herein, "Good Reason" shall mean (i) a material diminution of Executive's base salary; (ii) a material diminution in

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Employee's authority, duties, or responsibilities; (iii) a material change in geographic location at which the Employee must perform services as of the Effective Date, which is Metropolitan Atlanta, Georgia; or (iv) any other action or inaction that constitutes a material breach of the terms of this Agreement; provided that Executive's termination shall not be treated as a resignation for Good Reason unless Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice. In the event that (i) the Company terminates the employment of Executive during the Term for reasons other than for Good Cause, death or Continued Disability or (ii) Executive terminates employment for Good Reason, then the Company will pay Executive the sum of (A) accrued but unpaid salary through the termination date (paid in accordance with the normal practices of the Company), (B) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to 50% of the aggregate of (X) Executive's annual base salary as in effect as of the date of such termination from employment, and (Y) an amount equal to the higher of the bonus paid to Executive for the fiscal year prior to the fiscal year during which termination occurs or Executive's target annual bonus for the fiscal year during which termination occurs (A) through (C), collectively, the "Separation Benefits"). In such event, the payments described in (C) in the preceding sentence shall be made following Executive's execution (and non-revocation) of a form of general release of claims as is acceptable to the Board or the Committee if the general release form is provided to the Executive within one month of the Executive's date of termination. In any event, that portion of the severance payment described in clause (C) above that exceeds the "separation pay limit," if any, shall be paid to the Executive in a lump sum payment within thirty (30) days following the date of Executive's termination of employment (or such earlier date following the date of Executive's termination of employment, if any, as may be required under applicable wage payment laws), but in no event later than the fifteenth (15th) day of the third (3rd) month following the Executive's date of termination. The "separation pay limit" shall mean two (2) times the lesser of: (1) the sum of Executive's annualized compensation based upon the annual rate of pay for services provided to the Company for the calendar year immediately preceding the calendar year in which Executive's date of termination occurs of employment (adjusted for any increase during that calendar year that was expected to continue indefinitely if Executive had not terminated employment); and (2) the maximum dollar amount of compensation that may be taken into account under a tax-qualified retirement plan under Code Section 401(a)(17) for the year in which his termination of employment occurs. The lump-sum payment to be made to Executive pursuant to this Section 4(a)(ii) is intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(4) for short-term deferrals. The remaining portion of the severance payment described in clause (C) above shall be paid in periodic installments over the 15-month period commencing on the first post-termination payroll date following expiration of the revocation period described above and shall be paid in accordance with the normal payroll practices of the Company. Notwithstanding the foregoing, in no event shall such remaining portion of the severance payment described in clause (C) above be paid to Executive later than December 31 of the second calendar year following the calendar year in which Executive's date of termination of employment occurs. The payments to be made to Executive pursuant to the immediately preceding sentence are intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(9)(iii) for separation pay plans (i.e., the so-called "two times" pay exemption). For the sake of clarity, no election by the Company not to renew the Term shall trigger any rights to severance or other benefits.

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12. **ADVICE TO PROSPECTIVE EMPLOYERS**

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

13. **CHANGE IN CONTROL**

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

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

(i) A change in control of the direction and administration of the Company's business of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, as in effect on the date hereof and any successor provision of the regulations under the 1934 Act, whether or not the Company is then subject to such reporting requirements; or

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

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

(iv) The consummation of a merger, reorganization, consolidation or similar business combination that constitutes a change in control as defined in the Company's 2005 Plan or other successor Stock Plan and/or results in the occurrence of any event described in Sections 13(b) (i), (ii) or (iii) above.

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

14. ACKNOWLEDGEMENTS

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

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

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

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

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

(b) In the case of Executive, if addressed to Executive at the most recent address on file with the Company, currently 87 Inman Village Parkway, Unit 518, Atlanta, GA 30307.

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

17. MODIFICATION

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

18. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement 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. If the parties are unable to reach such agreement, then the provisions shall be modified as set forth in Section 14(c) above. 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 delivered via facsimile transmission or by digitally scanned signature delivered electronically), and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

20. ENTIRE AGREEMENT

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

21. DISPUTE RESOLUTION

Except as set forth in Section 14 above, any and all disputes arising out of or in connection with the execution, interpretation, performance or non-performance of this Agreement or any agreement or other instrument between, involving or affecting the parties (including the validity, scope and enforceability of this arbitration clause), shall be submitted to and resolved by arbitration. The arbitration

shall be conducted pursuant to the terms of the Federal Arbitration Act and the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. Either party may notify the other party at any time of the existence of an arbitrable controversy by certified mail, and the parties 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 Atlanta, Georgia.

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Initialed by Executive

Initialed by the Company

22. GOVERNING LAW; FORUM SELECTION

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

23. CODE SECTION 409A

Notwithstanding any other provision in this Agreement to the contrary, if and to the extent that Code Section 409A is deemed to apply to any benefit under this Agreement, it is the general intention of the Company that such benefits shall, to the extent practicable, comply with, or be exempt from, Code Section 409A, and this Agreement shall, to the extent practicable, be construed in accordance therewith. Deferrals of benefits distributable pursuant to this Agreement that are otherwise exempt from Code Section 409A in a manner that would cause Code Section 409A to apply shall not be permitted unless such deferrals are in compliance with Code Section 409A. In the event that the Company (or a successor thereto) has any stock which is publicly traded on an established securities market or otherwise and Executive is determined to be a "specified employee" (as defined under Code Section 409A), any payment that

is deemed to be deferred compensation under Code Section 409A to be made to the Executive upon a separation from service may not be made before the date that is six months after Executive's separation from service (or death, if earlier). To the extent that Executive becomes subject to the six-month delay rule, all payments that would have been made to Executive during the six months following his separation from service that are not otherwise exempt from Code Section 409A, if any, will be accumulated and paid to Executive during the seventh month following his separation from service, and any remaining payments due will be made in their ordinary course as described in this Agreement. For the purposes herein, the phrase "termination of employment" or similar phrases will be interpreted in accordance with the term "separation from service" as defined under Code Section 409A if and to the extent required under Code Section 409A. Further, (i) in the event that Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions shall, to the extent practicable, be deemed to be made a part of this Agreement, and (ii) terms used in this Agreement shall be construed in accordance with Code Section 409A if and to the extent required. Further, in the event that this Agreement or any benefit thereunder shall be deemed not to comply with Code Section 409A, then neither the Company, the Board, the Committee nor its or their designees or agents shall be liable to any participant or other person for actions, decisions or determinations made in good faith.

24. **WITHHOLDING.**

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

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

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Robert E. Watson
Robert E. Watson
President and Chief Executive Officer

EXECUTIVE

/s/ Nicholas A. Meeks
Nicholas A. Meeks

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EXHIBIT A TO EMPLOYMENT AGREEMENT ("AGREEMENT") DATED AS OF MAY 22, 2013, BETWEEN STREAMLINE HEALTH SOLUTIONS, INC. AND NICHOLAS A. MEEKS — COMPENSATION AND BENEFITS(1)

1. **Base Salary.** Base Salary shall be paid at an annualized rate of \$200,000, which shall be subject to annual review and adjustment by the Committee or the Board but shall not be reduced below \$200,000. Such amounts shall be payable to Executive in accordance with the normal payroll practices of the Company.
2. **Annual Bonus.** Target annual bonus and target goals shall be set by the Committee annually. Target annual bonus will be 40% of Executive's then current annual base salary. The annual bonus will be paid pursuant to such conditions as are established by the Committee and, to the extent payable under a bonus plan, subject to such terms and conditions as may be set out in such plan. The annual bonus shall, if payable, be paid in cash no later than March 14 of the fiscal year following the fiscal year during which Executive's right to the annual bonus vests.
3. **Benefits.** Executive shall be eligible to participate in the Company's benefit plans on the same terms and conditions as provided for other Company executives, subject to all terms and conditions of such plans as they may be amended from time to time.
4. **Grant of New Stock Option.** The Company hereby grants Executive a new stock option (the "New Option") for 100,000 shares of Common Stock at an option price equal to 100% of the fair market value of the Common Stock (as determined under the 2005 Plan or other applicable stock plan) on the grant date of the New Option. The New Option shall be granted under the 2005 Plan or other stock plan. The New Option shall be designated as an incentive stock option under Code Section 422 to the extent it so qualifies, shall have a 10-year term, shall vest monthly in 36 equal installments commencing on the first month after the grant date (such vesting to be subject to the continued employment of Executive) and shall be subject to such other terms and conditions as apply under the 2005 Plan or other applicable stock plan and related option agreement.

(1) Terms not defined herein have the meanings given such terms in the Agreement.



News Release

Visit our website at: www.streamlinehealth.net

STREAMLINE HEALTH® PROMOTES NICHOLAS A. MEEKS TO CFO

Company Names Carolyn Zelnio as New Chief Accounting Officer

Atlanta, GA — May 16, 2013 — Streamline Health Solutions, Inc. (NASDAQ: STRM), a leading provider of SaaS-based enterprise content management, business analytics, computer assisted coding (CAC), and clinical documentation improvement (CDI) solutions for healthcare providers, today announced that Nicholas A. Meeks, Vice President of Financial Planning has been promoted to Senior Vice President and Chief Financial Officer effective May 22, 2013, the date of the annual meeting of shareholders.

Mr. Meeks, a CFA and experienced financial planning and analysis executive joined Streamline Health in 2012. He is a member of the executive team and has led the company's analysis and appraisal of potential acquisitions, as well as, all financial planning and forecasting. Prior to Streamline, Mr. Meeks was Director of Financial Planning and Analysis at Chamberlin Edmonds & Associates, acquired by Emdeon, Inc. Subsequent to the acquisition, he became head of finance for Provider Payment Integrity, an operating subsidiary of Emdeon, and participated in the evaluation of multiple potential acquisitions.

In addition, the Company has created the new position of Vice President and Chief Accounting Officer with oversight of accounting functions and management of the treasury. Ms. Carolyn Zelnio joins the company after a successful run as CFO for numerous private equity backed firms, including Aderant, Inc., a global financial management software company, and Purewire, Inc., a Software-as-a-Service web security company, acquired by Barracuda Networks, Inc. She also spent 8 years in various financial leadership roles at Witness Systems Inc., a \$225M software firm, where she assisted in the company's IPO and accrued deep SEC reporting and Sarbanes-Oxley compliance experience.

Steve Murdock has served as Streamline's CFO for the past two years but is leaving the firm to focus more time on the needs of his extended family. "I thank Steve for his hard work and dedication to making Streamline a better company. Without Steve's diligent work over the last two years we would not be where we are today," said Robert E. Watson, President and CEO of Streamline Health Solutions, Inc. "Taking time to focus on family is admirable and we wish him the best in this important endeavor."

"I know Nick Meeks will move seamlessly into the role of CFO. It has been my experience in working closely with Nick, particularly during the Meta Health Technologies acquisition last year that he possesses a keen mind and sharp eye for the operationally focused financial side of this enterprise. I believe the tandem of Nick and Carolyn — a sound accounting professional — will provide the breadth and depth of financial and accounting leadership our Company needs as we continue to grow, and look forward to working with them both."

About Streamline Health

Streamline Health Solutions, Inc. (NASDAQ: STRM) is a leading provider of SaaS-based healthcare information technology (HCIT) solutions for hospitals and physician groups with offices in Cincinnati, Atlanta and New York. The company's comprehensive suite of solutions includes: enterprise content management (ECM), business analytics, integrated workflow systems, clinical documentation improvement (CDI), and computer assisted coding (CAC). Across the revenue cycle, these solutions offer healthcare enterprises a flexible, customizable way to communicate between disparate departments and information systems to improve processes, boost productivity, and optimize clinical, administrative and financial performance. For more information, please visit our website at <http://www.streamlinehealth.net>.

Safe Harbor statement under the Private Securities Litigation Reform Act of 1995

Statements made by Streamline Health Solutions, Inc. that are not historical facts are forward-looking statements that are subject to risks and uncertainties and are no guarantee of future performance. The forward looking statements contained herein are subject to certain risks, uncertainties and important factors 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 timing of contract negotiations and execution of contracts and the related timing of the revenue recognition related thereto, the potential cancellation of existing contracts or clients not completing projects included in the backlog, the impact of competitive products and pricing, product demand and market acceptance, new product development, key strategic alliances with vendors that resell the Company's products, the ability of the Company to control costs, availability of products obtained from third party vendors, the healthcare regulatory environment, potential changes in legislation, regulation and government funding affecting the healthcare industry, healthcare information systems budgets, availability of healthcare information systems trained personnel for implementation of new systems, as well as maintenance of legacy systems, fluctuations in operating results, effects of critical accounting policies and judgments, changes in accounting policies or procedures as may be required by the Financial Accounting Standards Board or other similar entities, changes in economic, business and market conditions impacting the healthcare industry, the markets in which the Company operates and nationally, and the Company's ability to maintain compliance with the terms of its credit facilities, and other risks detailed from time to time in the Streamline Health Solutions, 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.

Investor Contacts:

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Investor Relations

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