

**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): **October 15, 2019**

**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**  
(I.R.S. Employer Identification No.)

**1175 Peachtree Street NE, 10<sup>th</sup> Floor**  
**Atlanta, GA 30361**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(888) 997-8732**

Securities registered or to be registered pursuant to Section 12(b) of the Act.

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
<b>Common Stock, \$0.01 par value</b>	<b>STRM</b>	<b>Nasdaq Capital Market</b>

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

On October 15, 2019, Streamline Health Solutions, Inc. (the “Company”), Streamline Health, Inc., as borrower, and Wells Fargo Bank, N.A., as administrative agent, and the other lender parties thereto entered into a Sixth Amendment (the “Sixth Amendment”) to the Company’s Credit Agreement dated November 21, 2014, as previously amended on April 15, 2015, April 29, 2016, June 19, 2017, November 20, 2018, and September 11, 2019 (the “Credit Agreement”).

The Sixth Amendment (i) conditionally consented to the Company’s redemption of the outstanding Series A 0% Convertible Preferred Stock (as discussed in greater detail under *Redemption of Series A 0% Convertible Preferred Stock* in Item 8.01 of this Current Report on Form 8-K), (ii) modified the minimum liquidity requirements applicable to the Company, and (iii) reduced the Revolver Commitments under the Credit Agreement to \$1,500,000, effective upon the consummation of the equity offering discussed in greater detail under *Unregistered Sales of Equity Securities* in Item 3.02 of this Current Report on Form 8-K.

The foregoing is a summary of the terms of the Sixth Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Sixth Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 1.02. Termination of a Material Definitive Agreement.**

Concurrently with the Company’s redemption of the outstanding Series A 0% Convertible Preferred Stock (as further discussed under *Redemption of Series A 0% Convertible Preferred Stock* in Item 8.01 of this Current Report on Form 8-K), the Company and the parties thereto terminated the Subordination and Intercreditor Agreement, dated November 21, 2014.

**Item 3.02. Unregistered Sales of Equity Securities.**

*Closing of Private Placement*

As previously reported on a Current Report on Form 8-K filed by the Company on October 11, 2019, the Company entered into definitive agreements with certain institutional and accredited investors, including certain directors and executive officers of the Company, for the sale of 9,473,691 shares of the Company’s common stock at a price of \$1.02 per share for aggregate gross proceeds of \$9,663,165 in a private placement (the “Private Placement”). The agreements contained customary representations, warranties and covenants.

On October 16, 2019, the Company closed the Private Placement. In connection with the closing, the Company issued 9,473,691 shares of common stock in consideration for \$9,663,165. Each share of common stock was sold to the purchasers at \$1.02 per share.

Craig-Hallum Capital Group LLC acted as exclusive placement agent in connection with the Private Placement.

The Private Placement was conducted pursuant to Section 4(a)(2) of the U.S. Securities Act of 1933, as amended, and Rule 506 promulgated thereunder. The purchasers represented to the Company that each was an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act, and that each was acquiring the shares of common stock for investment for its own account and without a view to distribute them. This Current Report on Form 8-K is not and shall not be deemed to be an offer to sell or the solicitation of an offer to buy any of the shares of common stock.

Pursuant to a Registration Rights Agreement, the Company has agreed to register for resale the shares of common stock issued in the Private Placement.

**Item 5.02. Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Employment Agreement with Wyche T. “Tee” Green, III, President and Chief Executive Officer*

As previously reported on a Current Report on Form 8-K filed by the Company on October 11, 2019, the Company announced that its Board of Directors (the “Board”) appointed Wyche T. “Tee” Green, III as President and Chief Executive Officer of the Company on a full-time basis.

In connection with his appointment as President and Chief Executive Officer of the Company, Mr. Green entered into an employment agreement with the Company effective October 17, 2019 (the “Employment Agreement”), which was approved by the Compensation Committee (the “Committee”) and the Board of the Company. The Employment Agreement shall supersede and replace the employment agreement entered into between Mr. Green and the Company, which was previously reported on a Current Report on Form 8-K filed by the Company on July 29, 2019.

The term of the Employment Agreement will be for a period commencing on October 17, 2019 and ending on October 17, 2020 (the “Initial Term”), automatically renewing in successive one (1)-year periods (each a “Renewal Period”, and together with the Initial Term, the “Employment Period”) unless Mr. Green or the Company provides written notice at least sixty (60) calendar days prior to the end of the Employment Period to the other of his or its intention not to renew the employment.

Under the Employment Agreement, Mr. Green is entitled to an annual base salary of \$480,000, which will be subject to annual review and adjustment by the Committee and the Board. Mr. Green’s target annual bonus goals will be set by the Committee annually, with the first year of eligibility being fiscal year 2020, and will be at least fifty percent (50%) of Mr. Green’s then-current annual base salary. Mr. Green was also granted a restricted stock award of 50,000 shares (which vested immediately), a restricted stock award of 100,000 shares (vesting quarterly over the first year of his employment) and a restricted stock award of 100,000 shares (vesting upon fulfillment of certain predetermined percentage targets of the trailing twelve (12)-month revenue growth of the Company (exclusive of certain business segments) which will be assessed as of the quarter ended July 31, 2020). Mr. Green also received a \$50,000 cash bonus. In addition, Mr. Green is entitled to employee and executive benefits, reimbursement of expenses and vacation consistent with the benefits provided to executive officers and as otherwise set forth in the Employment Agreement. The Employment Agreement contains customary confidentiality provisions and non-competition covenants.

If the Employment Agreement is terminated by the Company for Good Cause (defined in the Employment Agreement), Mr. Green will be entitled to receive the sum of: (i) accrued but unpaid salary through the termination date, and (ii) expenses incurred by Mr. Green prior to his termination date for which he is entitled to reimbursement. If the Employment Agreement is terminated by the Company for reasons other than death, Continued Disability, or Good Cause, or is terminated by Mr. Green for Good Reason (defined in the Employment Agreement), Mr. Green will be entitled to receive the sum of: (i) accrued but unpaid salary through the termination date, (ii) expenses incurred by Mr. Green prior to his termination date for which he is entitled to reimbursement, and (iii) subject to the conditions of the Employment Agreement, an amount equal to twelve (12) months’ base salary, and all time-based restricted stock awards shall vest immediately.

The foregoing description of the Employment Agreement is a summary only, does not purport to be complete, and is qualified in its entirety by reference to the complete text of the Employment Agreement which is attached hereto as Exhibit 10.2 and incorporated by reference as if fully set forth herein.

#### **Item 8.01. Other Events.**

##### *Closing of Private Placement*

The information set forth under *Closing of Private Placement* in Item 3.02 of this Current Report on Form 8-K is incorporated by reference into this Item 8.01 in its entirety.

##### *Redemption of Series A 0% Convertible Preferred Stock*

As previously reported on a Current Report on Form 8-K filed by the Company on October 11, 2019, the Company indicated that it would use the net proceeds of the Private Placement for the full redemption of the Company’s outstanding Series A 0% Convertible Preferred Stock (the “Preferred Stock”).

On October 16, 2019, upon satisfaction of all conditions set forth under the Sixth Amendment, the Company redeemed all 2,895,464 outstanding shares of Preferred Stock. The Preferred Stock was redeemed for a redemption price equal to \$2.00 per share for a total redemption payment of \$5,790.928.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<a href="#"><u>Sixth Amendment to Credit Agreement dated as of October 15, 2019 by and among Wells Fargo Bank, N.A., the lenders party thereto, Streamline Health Solutions, Inc. and Streamline Health, Inc.</u></a>
10.2	<a href="#"><u>Employment Agreement, dated October 17, 2019, between the Company and Wyche T. "Tee" Green, III.</u></a>

**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: October 18, 2019.

By: /s/ Thomas J. Gibson  
Thomas J. Gibson  
Chief Financial Officer

## CONSENT AND SIXTH AMENDMENT TO CREDIT AGREEMENT

THIS CONSENT AND SIXTH AMENDMENT TO CREDIT AGREEMENT (this "Agreement") is dated as of October 15, 2019 by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent ("Agent") for the Lenders (as defined in the Credit Agreement referred to below), the Lenders party hereto, **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation ("Parent") and **STREAMLINE HEALTH, INC.**, an Ohio corporation ("Borrower").

WHEREAS, Borrower, Parent, Agent, and Lenders are parties to that certain Credit Agreement dated as of November 21, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, Parent desires to issue and sell to certain purchasers common stock of Parent, par value \$0.01 per share, in an aggregate amount of at least \$1,500,000 and up to \$10,000,000 pursuant to a Securities Purchase Agreement dated as of October 10, 2019 by and between Parent and the purchasers party thereto (the "Securities Purchase Agreement") and related agreements attached hereto as Exhibit A (the "Equity Issuance");

WHEREAS, Borrower and Parent have requested that Agent and Lenders consent to the redemption by Parent, within one Business Day of the consummation of the Equity Issuance, of all outstanding Series A 0% Convertible Preferred Stock of Parent (the "Preferred Stock") for an aggregate amount of up to \$5,800,000 pursuant to those certain Redemption Agreements dated as of October 15, 2019 by and between Parent and the holders of the Preferred Stock party thereto attached hereto as Exhibits B-1, B-2 and B-3 (the "Redemption", and such agreements, the "Redemption Agreements") with the Net Cash Proceeds of the Equity Issuance, which Redemption would otherwise be prohibited by clauses (i) and (ii) of Section 6.6(a) of the Credit Agreement and Section 6.7 of the Credit Agreement in the absence of the requisite Lenders' consent and each such breach would result in an Event of Default pursuant to Section 8.2(a) of the Credit Agreement; and

WHEREAS, Borrower, Agent and Lenders have agreed to (a) consent to the Redemption and (b) amend the Credit Agreement in certain respects, in each case, on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

2. Consent. In reliance upon the representations and warranties of the Loan Parties set forth herein, and subject to the satisfaction of the conditions to effectiveness set forth herein, Agent and Lenders, pursuant to the Credit Agreement, hereby consent to the Redemption in accordance with the terms of the Redemption Agreements for an aggregate redemption amount paid in cash of up to \$5,800,000, so long as (i) prior to the Redemption, the Equity Issuance has been consummated in accordance with the Securities Purchase Agreement, (ii) prior to the

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Redemption, Parent has received Net Cash Proceeds from the Equity Issuance in immediately available funds in an aggregate amount of at least \$8,963,165 and (iii) within one Business Day of the receipt by Parent of such proceeds, Borrower prepays the Obligations in an amount equal to \$1,700,409.88, all of which shall be applied to the outstanding principal amount of the Revolving Loans (but without any reduction of the Revolver Commitment except as set forth in Section 3(b) below). This is a limited consent and shall not be deemed to constitute a consent to any other item under the Credit Agreement or any of the other Loan Documents or any other requirements of any provision of the Credit Agreement or any other Loan Documents. Except as expressly set forth in this Agreement, the foregoing consent shall not constitute (a) a modification or alteration of the terms, conditions or covenants of the Loan Documents, or (b) a waiver, release, or limitation upon the exercise by Agent or any Lender of their respective rights, legal, or equitable, under any Loan Document. Except as set forth in this Section 2 and in Section 3 of this Agreement, Agent and Lenders reserve any and all rights and remedies that Agent and Lenders have had, have or may have under the Loan Documents.

3. Amendment. In reliance upon the representations and warranties of the Loan Parties set forth herein, and subject to the satisfaction of the conditions to effectiveness set forth herein, the Credit Agreement is hereby amended as follows:

(a) Section 7(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(b) **Minimum Liquidity**. Maintain Liquidity of at least \$1,000,000 at all times from and after the Sixth Amendment Closing Date.

(b) Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating the definition of “Maximum Revolver Amount” in its entirety as follows:

“Maximum Revolver Amount” means \$1,500,000, decreased by the amount of reductions in the Revolver Commitments made after the Sixth Amendment Closing Date in accordance with Section 2.4(c) of the Agreement.

(c) The defined term “Sixth Amendment Closing Date” is hereby added to Schedule 1.1 to the Credit Agreement in the proper alphabetical order as follows:

“Sixth Amendment Closing Date” means October 15, 2019.

(d) Schedule C-1 of the Credit Agreement is hereby replaced by Schedule C-1 attached hereto.

4. Continuing Effect. Except as expressly set forth in Sections 2 and 3 of this Agreement, nothing in this Agreement shall constitute a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby.

5. Reaffirmation and Confirmation. Each Loan Party party hereto hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan

Documents to which it is a party represent the valid, enforceable and collectible obligations of such Loan Party, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document. Each Loan Party party hereto hereby agrees that this Agreement in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by each Loan Party party hereto in all respects.

6. Conditions to Effectiveness. This Agreement shall become effective upon the satisfaction of the following conditions precedent:

(a) Agent shall have received a copy of this Agreement executed and delivered by Agent, the Lenders and the Loan Parties, together with each other document, instrument and agreement listed on the closing checklist attached hereto as Exhibit C;

(b) Borrower shall have paid all fees due and payable on the date hereof pursuant to the Loan Documents;

(c) Borrower shall have delivered Agent a Term Sheet executed by the Borrower and Western Alliance Bank;

(d) the Equity Issuance shall have been consummated, Parent shall have received Net Cash Proceeds from the Equity Issuance in immediately available funds in an aggregate amount of at least \$8,963,165, and Borrower shall have delivered to Agent a capitalization table of Parent in form and substance reasonably satisfactory to Agent giving pro forma effect to the Equity Issuance and the Redemption; and

(e) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the date of the effectiveness of this Agreement.

7. Representations and Warranties. In order to induce Agent and Lenders to enter into this Agreement, each Loan Party party hereto hereby represents and warrants to Agent and Lenders that:

(a) After giving effect to this Agreement, all representations and warranties contained in the Loan Documents to which such Loan Party is a party are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Agreement, as though made on and as of the date of this Agreement (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) (i) attached hereto as Exhibit A is a true, correct and complete copy of the Securities Purchase Agreement and (ii) Borrower has delivered true, correct and complete copies



of each of the other documents executed in connection with the Securities Purchase Agreement which have been requested by the Administrative Agent;

- (c) attached hereto as Exhibits B-1, B-2 and B-3 is are true, correct and complete copy of the Redemption Agreements;
- (d) no Default or Event of Default has occurred and is continuing; and

(e) This Agreement and the Loan Documents, as amended hereby, constitute legal, valid and binding obligations of such Loan Party and are enforceable against such Loan Party in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

8. Miscellaneous.

(a) Expenses. Borrower agrees to pay on demand all reasonable costs and expenses of Agent and the Lenders (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Agreement and the Credit Agreement as amended hereby.

(b) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Credit Agreement or any other Loan Document, the terms and provisions set forth in Section 12 of the Credit Agreement are expressly incorporated herein by reference.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

9. Release; Covenant Not to Sue.

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (each Loan Party and all such other Persons begin hereinafter referred to collectively as the "Releasing Parties" and individually as a "Releasing Party"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lenders, and their successors

and assigns, and their present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (Agent, each Lender and all such other Persons being hereinafter referred to collectively as the “Releasees” and individually as a “Releasee”), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “Claim” and collectively, “Claims”) of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which such Releasing Party may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement for or on account of, or in relation to, or in any way in connection with this Agreement, the Credit Agreement, or any of the other Loan Documents or any of the transactions thereunder or related thereto. For the avoidance of doubt, the foregoing release is only a release of Claims that exist on or prior to the date of this Amendment and is not a release of any Claims that may arise in the future.

(b) Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) Each Releasing Party hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Releasing Party pursuant to this Section 9. If any Releasing Party violates the foregoing covenant, each Loan Party, for itself and its successors and assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys’ fees and costs incurred by any Releasee as a result of such violation.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

**STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation, as Parent

By: /s/ Thomas J. Gibson  
Name: Thomas J. Gibson  
Title: Chief Financial Officer

**STREAMLINE HEALTH, INC.**, an Ohio corporation, as Borrower

By: /s/ Thomas J. Gibson  
Name: Thomas J. Gibson  
Title: Chief Financial Officer

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**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent and as a Lender

By: /s/ Jon Lareau  
Name: Jon Lareau  
Its Authorized Signatory

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Schedule C-1

**Commitments**

<u>Lender</u>	<u>Revolver Commitment</u>	<u>Term Loan Commitment</u>	<u>Total Commitment</u>
<b>Wells Fargo Bank, National Association</b>	\$ 1,500,000	\$ 10,000,000	\$ 11,500,000
<b>All Lenders</b>	\$ 1,500,000	\$ 10,000,000	\$ 11,500,000

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**EMPLOYMENT AGREEMENT**

This **EMPLOYMENT AGREEMENT** (together with Exhibit A and Exhibit B attached hereto, this "Agreement") is entered into as of October 17, 2019, by and between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the "Company"), and any of its respective successors, and Wyche T. "Tee" Green, III, a resident of the State of Georgia (the "Executive"), and supersedes and replaces that certain Employment Agreement by and between the Company and the Executive dated as of July 28, 2019.

**RECITALS:**

**WHEREAS**, the Executive has served on an interim basis as the President & Chief Executive Officer of the Company since July 28, 2019;

**WHEREAS**, the Company desires that the Executive continue to serve as the Company's President & Chief Executive Officer for the period set forth herein and the Executive desires to serve and be so employed by the Company;

**WHEREAS**, the Company and the Executive wish to establish the terms of the Executive's employment with the Company, the financial obligations of the Company to the Executive and to specify certain rights, responsibilities and duties of the Executive; and

**WHEREAS**, the Company and the Executive hereby agree that the Executive will serve as the President & Chief Executive Officer of the Company pursuant to the terms and conditions set forth in this Agreement.

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

**1. EMPLOYMENT**

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

**2. POSITION AND DUTIES**

During the Term (as defined in Section 10 of this Agreement), the Executive will be employed as the President & Chief Executive Officer of the Company and may also serve as an officer or director of affiliates of the Company for no additional compensation, as part of the Executive's services to the Company hereunder. Notwithstanding the foregoing, the Executive shall be entitled to compensation previously awarded in his capacity as Chairman at the Company's annual meeting of stockholders held on May 22, 2019. While employed hereunder, the Executive will do all things necessary, legal and incident to the above positions, and otherwise will perform such executive-level functions, as 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 attached hereto and approved from time to time by the Board or the Compensation Committee of the Board (the "Committee"), and unless otherwise consented to by the Executive, the Executive will receive the compensation and benefits listed on the attached Exhibit A, which is incorporated herein and expressly made a part of this Agreement. Such compensation and benefits will be paid and provided by the Company in accordance with the Company's regular payroll, compensation and benefits policies.

### 4. EXPENSES

The Company will pay or reimburse the Executive for all travel and out-of-pocket expenses reasonably incurred or paid by the Executive in connection with the performance of the 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 the Executive during the term of employment and must be in accordance with the Company's expense reimbursement policies. The amount of reimbursable expenses incurred in one taxable year will not affect the expenses eligible for reimbursement in any other taxable year. Each category of reimbursement will be paid as soon as administratively practicable, but in no event will any such reimbursement be paid after the last day of the 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 the Executive that the Company, acting by the officer executing this Agreement on its behalf of the Company, has the full right and authority to enter into this Agreement and to perform all of its obligations hereunder.

### 6. OUTSIDE EMPLOYMENT

The Executive will devote the Executive's substantial time and attention to the performance of the duties incident to the Executive's position with the Company, and will not have any other employment with any other enterprise or substantial responsibility for any enterprise which would be inconsistent with the Executive's duty to devote the Executive's substantial time and attention to Company matters; *provided, however*, that the foregoing will not prevent the Executive from (i) involvement in the activities of 121G, LLC, a Georgia-based investment company, and its affiliated subsidiaries, organizations, and entities, including, without limitation, 121G Consulting, LLC, a Georgia limited liability company (to the extent such activities do not conflict with the Executive's substantial time and attention to Company matters and any fiduciary duties owed to the Company by the Executive), (ii) participation in any charitable or civic organization, or (iii) subject to the Board's consent, which consent will not be unreasonably withheld, from service in a non-executive capacity on the boards of directors of up to three (3) other corporations subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that do not interfere with the Executive's performance of the duties and responsibilities to be performed by the 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 management solutions relating to enterprise content management, computer assisted coding and clinical analytics 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 avoidance of doubt, (i) pre-billing audit technology and (ii) pre-billing audit services shall be included within the definition of “Business”.

For the purpose of this Agreement, “Confidential Information” will mean any written or unwritten information which relates to or is used in the Company’s Business (including, without limitation, the Company’s services, processes, patents, systems, equipment, creations, designs, formats, programming, discoveries, inventions, improvements, computer programs, data kept on computers, engineering, research, development, applications, financial information, information regarding services and products in development, market information, including test marketing or localized marketing, other information regarding processes or plans in development, trade secrets, training manuals, know-how of the Company, and the customers, clients, suppliers and others with whom the Company does, or has in the past done, business (including any information about the identity of the Company’s customers or suppliers and written customer lists and customer prospect lists), or information about customer requirements, transactions, work orders, pricing policies, plans or any other Confidential Information, which the Company deems confidential and proprietary and which is generally not known to others outside the Company and which gives or tends to give the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to the Company in the conduct of its business — regardless of when and by whom such information was developed or acquired, and regardless of whether any of these are described in writing, reduced to practice, copyrightable or considered copyrightable, patentable or considered patentable; *provided, however*, that “Confidential Information” will not include general industry information or information which is publicly available or is otherwise in the public domain without breach of this Agreement, information which the 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 the Executive will immediately notify the Company of such requirement or order so as to give the Company an opportunity to seek a protective order or other manner of protection prior to production or disclosure of the information). The Executive acknowledges that Confidential Information is novel and proprietary to and of considerable value to the Company.

Confidential Information will also include confidential information of third parties, clients or prospective clients that has been provided to the Company or to the Executive in conjunction with the 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.

The 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 the Executive will, during Executive’s employment and for as long thereafter



as the Confidential Information remains a trade secret (or for the maximum period of time otherwise allowed under applicable law) protect and maintain the confidentiality of these trade secrets and refrain from disclosing, copying or using the trade secrets without the Company's prior written consent, except as necessary in the Executive's performance of the 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, the Executive will not, during the 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 the Executive's own behalf, for any reason or purpose except as necessary in the performance of his duties while employed with the Company. The Executive further agrees that, during the Executive's employment and thereafter for a period of two (2) years, the 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 the Executive's capacity as an employee of the Company. The Executive will take all reasonable care to avoid unauthorized disclosure or use of the Confidential Information. The 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.

The Executive agrees that, upon the request of the Company, or in any event immediately upon termination of his employment for whatever reason, the Executive will immediately deliver up to the Company or its designee all tangible Confidential Information in the Executive's possession or control, and all notes, records, memoranda, correspondence, files and other papers, and all copies thereof, relating to or containing Confidential Information. The Executive does not have, nor can the 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 the Executive, alone or with others, during the term of the Executive's employment with the Company, whether or not during working hours and whether or not while working on a specific project, that are within the scope of the Company's Business operations or that relate to any work or projects of the Company, are and will remain the exclusive property of the Company. Inventions, improvements and discoveries relating to the (i) pre-billing audit technology and (ii) pre-billing audit services of the Company conceived or made by the Executive, either alone or with others, while employed with the Company are conclusively and irrefutably presumed to have been made during the period of employment and are the sole property of the Company. The Executive will promptly disclose in writing any such matters to the Company but to no other person without the consent of the Company. With respect to all inventions, improvements and discoveries relating to (i) pre-billing audit technology and (ii) pre-billing audit services, the Executive hereby assigns and agrees to assign all right, title and interest in and to such matters to the Company. The 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 the Executive's employment and for a period of two (2) years following the date of any voluntary or involuntary termination of the Executive's employment for any reason, the Executive agrees not to solicit, directly or indirectly (including by assisting others), any business from any of the Company's customers or clients, including actively sought prospective customers or clients, with whom the Executive has had material contact during the Executive's employment with the Company, for the purpose of providing products or services that are competitive with those provided by the Company. However, the Executive's non-solicitation obligations pursuant to this Section 9(a) shall only apply to the Company's customers or clients applicable to the following services provided by the Company: (i) pre-billing audit technology and (ii) pre-billing audit services. As used in this paragraph, "material contact" means the contact between the Executive and each customer, client or vendor, or potential customer, client or vendor (i) with whom or which the Executive dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by the Executive, (iii) about whom the Executive obtained confidential information in the ordinary course of business as a result of the 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 the Executive within two (2) years prior to the date of the Executive's termination.

(b) Non-Piracy of Employees. During the Executive's employment and for a period of two (2) years following the date of any voluntary or involuntary termination of the Executive's employment for any reason, the Executive covenants and agrees that the Executive will not, directly or indirectly, within the Territory, as defined below: (i) actively 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 and worked with the Executive within the last year of the 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 the Executive's employment with the Company and for a period of two (2) years following the date of any voluntary or involuntary termination of the Executive's employment for any reason, and provided that the Company is not in default of its obligations specified in Sections 3, 11 and 13 hereof, the 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 Company in (i) pre-billing audit technology or (ii) pre-billing audit services, in the Territory, in a capacity in which the Executive performs duties and responsibilities that are the same as or similar to the duties related to pre-billing audit technology or pre-billing audit services performed by the Executive while employed by the Company, provided that the foregoing will not prohibit the Executive from owning not more than five percent (5%) of the outstanding stock of a corporation subject to the reporting requirements of the Exchange Act. The "Territory," will be defined to be that geographic area comprised of the following states in the United States of America, the District of Columbia, 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 the Executive's employment, and the Company and the Executive agree that this non-compete covenant will ultimately be construed to cover only so much of such Territory as relates to the geographic areas in which the Executive does business for and on behalf of the Company within the two (2)-year period preceding termination of the Executive's employment.

## 10. TERM

Unless earlier terminated pursuant to Section 11 herein, the term of this Agreement will be for a period beginning on the start date specified in Exhibit A and ending on October 17, 2020 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew in successive one (1)-year periods (each a "Renewal Period"), unless the Executive or the Company notifies the other party at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Period that this Agreement will not be renewed. The Initial Term, and, if this Agreement is renewed in accordance with this Section 10, each Renewal Period, will be included in the definition of "Term" for purposes of this Agreement. Unless waived in writing by the Company, the requirements of Section 7 (Confidential Information and Trade Secrets), Section 8 (Property of the Company) and Section 9 (Protective Covenants) will survive the expiration or termination of this Agreement or Executive's employment for any reason.

## 11. TERMINATION

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

(b) Continued Disability. This Agreement and the Executive's employment hereunder may be terminated, at the option of the Company, upon a Continued Disability (as defined herein) of the Executive. For the purposes of this Agreement, and unless otherwise required under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), "Continued Disability" will be defined as the inability or incapacity (either mental or physical) of the Executive to continue to perform the 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, the Executive will have been unable to perform the 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 the Executive is unable to perform the essential functions of the Executive's job will be made by the Board or the Committee in its

reasonable discretion; *provided, however*, that if the Executive is not satisfied with the decision of the Board or the Committee, the Executive will submit to examination by three (3) competent physicians who practice in the metropolitan area in which the Company maintains its principal executive office, one of whom will be selected by the Company, another of whom will be selected by the Executive, with the third to be selected by the physicians so selected. The determination of a majority of the physicians so selected will supersede the determination of the Board or the Committee and will be final and conclusive. In the event of the termination of the Executive's employment due to Continued Disability, the Company will pay to the 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 the Executive prior to his termination of employment for which the Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and the Executive will be entitled to no severance or other post-termination benefits.

(c) Termination by the Company for Good Cause, by the 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 the Executive's employment hereunder for Good Cause, the Executive may at any time terminate his employment other than for Good Reason (as defined in Section 11(d) herein), or the Executive may notify the Company that he will not renew the Term. For this purpose, "Good Cause" will include the following: the current use of illegal drugs; conviction of any crime which involves moral turpitude, fraud or misrepresentation; commission of any act which would constitute a felony or 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 thirty (30) days after written notice from the Company to the Executive. Notice of a termination by the Company for Good Cause will be delivered in writing to the Executive stating the Good Cause for such action. If the employment of the Executive is terminated by the Company for Good Cause, if the Executive terminates employment for any reason other than for Good Reason (including, but not limited to, resignation), or if the Executive notifies the Company he will not renew the Term, then, the Company will pay to the 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 the Executive prior to his termination date for which the Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and the Executive will be entitled to no severance or other post-termination benefits.

(d) Termination by the Company without Good Cause or by the Executive for Good Reason. The Company may terminate this Agreement and the Executive's employment at any time, including for reasons other than Good Cause (as "Good Cause" is defined in Section 11(c) above), the Executive may terminate his employment at any time, including for Good Reason, or the Company may elect not to renew the Term. For the purposes herein, "Good Reason" will mean (i) a material diminution of the Executive's base salary; (ii) a material diminution in the Executive's authority, duties, or responsibilities; or (iii) any other action or inaction that constitutes a material breach of the terms of this Agreement; provided that the Executive's termination will not be treated as for Good Reason unless the Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within ninety (90) days of the initial existence of such condition and the Company fails to remedy such condition within thirty (30) days following the Company's receipt of such notice. In the event that (i) the Company terminates the employment of the Executive during the Term for reasons other than for Good Cause, death or Continued Disability or (ii) the Executive terminates employment for Good Reason, then (x) all unvested shares of restricted stock granted to the Executive pursuant to Section 6(b) of Exhibit A to this

Agreement shall immediately vest in full, and (y) the Company will pay the 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 the Executive prior to his termination date for which the Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that the Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to twelve (12) months' base salary ((A) through (C), being hereinafter referred to, collectively, as the "Separation Benefits"). In such event, the payments described in (C) in the preceding sentence will be made following the Executive's execution (and non-revocation) of a form of general release of claims substantially in the form attached hereto as Exhibit B (but subject to any changes that may be reasonably required to effectuate a valid release and waiver under the Age Discrimination in Employment Act of 1967 or any other current or future state or federal laws governing the relationships of employers and their employees) in accordance with the normal payroll practices of the Company; provided that the portion of the severance payment described in clause (C) above that exceeds the "separation pay limit," if any, will be paid to the Executive in a lump sum payment within thirty (30) days following the date of the Executive's termination of employment (or such earlier date following the date of the Executive's termination of employment, if any, as may be required under applicable wage payment laws), but in no event later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the Executive's date of termination. The "separation pay limit" will mean two (2) times the lesser of: (1) the sum of the 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 the Executive's date of termination of employment occurs (adjusted for any increase during that calendar year that was expected to continue indefinitely if the 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 the Executive pursuant to this Section 11(d) is intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(4) for short-term deferrals. The remaining portion of the severance payment described in clause (C) above will be paid in periodic installments over the fifteen (15)-month period commencing on the first post-termination payroll date following expiration of the revocation period described above and will be paid in accordance with the normal payroll practices of the Company. Notwithstanding the foregoing, in no event will such remaining portion of the severance payment described in clause (C) above be paid to the Executive later than December 31 of the second calendar year following the calendar year in which the Executive's date of termination of employment occurs. The payments to be made to the Executive pursuant to the immediately preceding sentence are intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(9)(iii) for separation pay plans (*i.e.*, the so-called "two times" pay exemption). For the sake of clarity, no election by the Company not to renew the Term will trigger any rights to severance or other benefits.

(e) Payment of COBRA Premiums. In the event that the Company terminates the Executive's employment for any reason other than Good Cause or the Executive terminates his employment for Good Reason, then, provided that the Executive timely elects to receive continued coverage under the Company's group medical and dental insurance plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), for the period commencing on the date of the Executive's termination and continuing until the earlier of the end of the twelve (12)-month period following his termination date or the first of the month immediately following the Company's receipt of notice from the Executive terminating such coverage, the Executive (and any qualified dependents) will be entitled to coverage under such plans (as may be amended during the period of coverage) in which the Executive was participating immediately prior to the date of his termination of employment (the "COBRA Coverage"). The cost of the premiums for such coverage will be borne by the Company, except that the Executive will reimburse the Company for premiums becoming due each month with respect to such coverage in an amount equal to the difference between the amount of such premiums and the portion

thereof currently being paid by the Executive. The Executive's portion of such premiums will be payable by the first of each month commencing the first month following the month in which his termination of employment occurs. The period during which the Executive is being provided with health insurance under this Agreement at the Company's expense will be credited against the Executive's period of COBRA coverage, if any. Further, if at any time during the period the Executive is entitled to premium payments under this Section 11(e), the Executive becomes entitled to receive health insurance from a subsequent employer, the Company's obligation to continue premium payments to the Executive shall terminate immediately.

## 12. ADVICE TO PROSPECTIVE EMPLOYERS

If the 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. The 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 the Executive prior to the Change in Control will immediately vest in full, (ii) if, within ninety (90) days prior to a Change in Control, the Company terminates the employment of the Executive for reasons other than for Good Cause, death or Continued Disability, or the Executive terminates employment for Good Reason, then, the Company will (x) pay the 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 the Executive prior to his termination date for which the Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that the Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to twelve (12) months' base salary ((A) through (C), being hereinafter referred to, collectively, as the "Change in Control Separation Benefits") and (y) provide the COBRA Coverage, and all other stock options, restricted stock, and other equity awards granted to the Executive will immediately vest in full as of the date of termination and will remain exercisable until the earlier of the end of the applicable option period or one hundred and eighty (180) days from the date of the Executive's termination of employment, and (iii) if, within twelve (12) months following a Change in Control, the Company terminates the employment of the Executive for reasons other than for Good Cause, death or Continued Disability or the Executive terminates employment for Good Reason, then (a) the Company will provide the Change in Control Separation Benefits and the COBRA Coverage, and (b) all stock options, restricted stock, and other equity awards granted to the Executive will immediately vest in full as of the date of termination and will remain exercisable until the earlier of the end of the applicable option period or one hundred and eighty (180) days from the date of the Executive's termination of employment. In the event the Executive seeks to terminate his employment for Good Reason, such termination will not be treated for purposes of this Section 13 as a termination for Good Reason unless the Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within ninety (90) days of the initial existence of such condition and the Company fails to remedy such condition within thirty (30) days following the Company's receipt of such notice.

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

(i) A change in control of the direction and administration of the Company's business

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

(ii) Any “person” (as such term is used in Section 13(d) and Section 14(d)(2) of the Exchange Act but excluding any employee benefit plan of the Company) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than one half (1/2) of the combined voting power of the Company’s outstanding securities then entitled to vote for the election of directors; or

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

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

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

#### 14. ACKNOWLEDGEMENTS

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

(c) The time period, proscribed activities, and geographical area set forth in Section 9 hereof are each divisible and separable, and, in the event that the covenants not to compete contained therein are judicially held invalid or unenforceable as to such time period, scope of activities, or geographical area, they will be valid and enforceable to such extent and in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. The Executive agrees that in the event any court of competent jurisdiction determines that the above covenants are invalid or

unenforceable to join with the Company in requesting that court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, any period of restriction or covenant herein stated will not include any period of violation or period of time required for litigation to enforce such restriction or covenant.

## **15. NOTICES**

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

- (a) In the case of the Company, if addressed to it as follows:

Streamline Health Solutions, Inc.  
1175 Peachtree Street NE  
10<sup>th</sup> Floor  
Atlanta, Georgia 30361  
Attn: Board of Directors

- (b) In the case of the Executive, if addressed to the Executive at the most recent address on file with the Company.

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

## **16. ASSIGNMENT, SUCCESSORS AND ASSIGNS**

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. The Company may assign or otherwise transfer its rights under this Agreement to any successor or affiliated business or corporation (whether by sale of stock, merger, consolidation, sale of assets or otherwise), but this Agreement may not be assigned, nor may his duties hereunder be delegated, by the Executive. In the event that the Company assigns or otherwise transfers its rights under this Agreement to any successor or affiliated business or corporation (whether by sale of stock, merger, consolidation, sale of assets or otherwise), for all purposes of this Agreement, the "Company" will then be deemed to include the successor or affiliated business or corporation to which the Company, assigned or otherwise transferred its rights hereunder.

## **17. MODIFICATION**

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

## **18. SEVERABILITY**

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





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 (6) months after the Executive’s separation from service (or death, if earlier). To the extent that the Executive becomes subject to the six (6)-month delay rule, all payments that would have been made to the Executive during the six (6) months following his separation from service that are not otherwise exempt from Code Section 409A, if any, will be accumulated and paid to the Executive during the seventh (7<sup>th</sup>) month following his separation from service, and any remaining payments due will be made in their ordinary course as described in this Agreement. For the purposes herein, the phrase “termination of employment” or similar phrases will be interpreted in accordance with the term “separation from service” as defined under Code Section 409A if and to the extent required under Code Section 409A. Further, (i) in the event that Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions will, to the extent practicable, be deemed to be made a part of this Agreement, and (ii) terms used in this Agreement will be construed in accordance with Code Section 409A if and to the extent required. Further, in the event that this Agreement or any benefit thereunder will be deemed not to comply with Code Section 409A, then neither the Company, the Board, the Committee nor its or their designees or agents will be liable to any participant or other person for actions, decisions or determinations made in good faith.

**24. WITHHOLDING.**

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

[Signature page follows.]

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be executed by a duly authorized officer and the Executive has hereunto set his hand as of the day and year first above written.

**COMPANY:**

By: /s/ Thomas Gibson

Its: Chief Financial Officer

Date: October 17, 2019

**EXECUTIVE:**

By: /s/ Wyche T. Green, III

Date: October 17, 2019

*[Signature Page to STRM —Employment Agreement — Wyche T. “Tee” Green III]*

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## EMPLOYMENT AGREEMENT DATED AS OF OCTOBER 17, 2019

## BETWEEN STREAMLINE HEALTH SOLUTIONS, INC.

## AND WYCHE T. "TEE" GREEN, III — COMPENSATION AND BENEFIT

1. Start Date. The Executive's start date will be October 8th, 2019.
  2. Base Salary. Base Salary will be paid at an annualized rate of \$480,000, which will be subject to annual review and adjustment by the Committee or the Board but will not be reduced below \$480,000. Such amounts will be payable to the Executive in accordance with the normal payroll practices of the Company.
  3. Cash Bonus. Cash Bonus will be paid in the amount of \$50,000. Such amount will be payable to the Executive in accordance with the normal payroll practices of the Company. Any amounts unearned under that certain Employment Agreement by and between the Company and the Executive dated as of July 28, 2019 will be deemed earned with the execution of this Agreement (which is estimated to be approximately \$25,000 as of the date of this Agreement).
  4. Annual Bonus. Target annual bonus goals will be set by the Committee annually, with the first year of the Executive's eligibility being fiscal year 2020 (beginning February 1, 2020). Target annual bonus in respect of each year during the Term will be at least fifty percent (50%) of the Executive's then-current annual base salary. The annual bonus will be paid pursuant to such conditions as are established by the Committee and, to the extent payable under a bonus plan, subject to such terms and conditions as may be set out in such plan. The annual bonus will, if payable, be paid in cash no later than March 15th of the fiscal year following the fiscal year during which the Executive's right to the annual bonus vests.
  5. Benefits. The Executive will be eligible to participate in the Company's benefit plans on the same terms and conditions as provided for other Company executives, subject to all terms and conditions of such plans as they may be amended from time to time, and will accrue based upon the Company's Employee Handbook, as may be updated from time to time.
  6. Grant of Restricted Stock. The Executive will receive the following grants of equity incentives:
    - (a) A grant of 50,000 shares of restricted stock upon the date of this Agreement. The vesting of such shares of restricted stock shall be immediate. Such grant will be made pursuant to and otherwise subject to the terms and conditions of the Company's Third Amended and Restated 2013 Stock Incentive Plan and the related restricted stock grant agreement.
    - (b) An additional grant of 100,000 shares of restricted stock upon the date of this Agreement. The vesting of such shares of restricted stock will be quarterly over the first year of your employment. Such grant will be made pursuant to and otherwise subject to the terms and conditions of the Company's Third Amended and Restated 2013 Stock Incentive Plan and the related restricted stock grant agreement.
    - (c) An additional grant of 100,000 shares of restricted stock upon the date of this Agreement. The vesting of such shares of restricted stock will be based on the trailing
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twelve (12)-month revenue growth (as a percentage) of the Company (exclusive of the Company's Content Management, Financial Management and Budgeting Tool, and Clinical Analytics business segments) as of the quarter ended July 31, 2020 as follows:

<b>Revenue Growth (as a %)</b>	<b>Vested Shares of Restricted Stock (as at July 30, 2020)</b>
20%	50,000
25%	75,000
30%	100,000

Such grant will be made pursuant to and otherwise subject to the terms and conditions of the Company's Third Amended and Restated 2013 Stock Incentive Plan and the related restricted stock grant agreement.

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**Form of Release**

RELEASE AGREEMENT (this “**Release Agreement**”), dated as of [•], 20[•], between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the “**Company**”), and any of its respective successors, and Wyche T. “Tee” Green, III, a resident of the State of Georgia (the “**Executive**”).

1. Release.

(a) In consideration of the payments set forth in Section 5(c) of the Employment Agreement, as applicable, between the Company and the Executive dated as of October 17, 2019 (the “**Employment Agreement**”), the Executive, on behalf of himself and his heirs, executors, successors and assigns, knowingly and voluntarily releases, remises, and forever discharges the Company and its direct or indirect parents, subsidiaries and affiliates, together with each of their current and former principals, officers, directors, direct or indirect equityholders, general and limited partners, agents, representatives and employees, and each of their heirs, executors, successors and assigns (collectively, the “**Releasees**”), from any and all debts, demands, actions, causes of actions, accounts, covenants, contracts, agreements, claims, damages, omissions, promises, and any and all claims and liabilities whatsoever, of every name and nature, known or unknown, suspected or unsuspected, both in law and equity (“**Claims**”), which the Executive ever had, now has, or may hereafter claim to have against the Releasees by reason of any matter, cause or thing whatsoever arising from the beginning of time to the time he signs this Release Agreement (the “**General Release**”). This General Release of Claims shall apply to any Claim of any type, including, without limitation, any and all Claims of any type that Executive may have arising under the common law, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Americans With Disabilities Act of 1967, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Sarbanes-Oxley Act of 2002, each as amended, and any other federal, state or local statutes, regulations, ordinances or common law, or under any policy, agreement, contract, understanding or promise, written or oral, formal or informal, between any of the Releasees and Executive, including but not limited to the Employment Agreement, and the Company’s equity and cash incentive plan(s) and shall further apply, without limitation, to any and all Claims in connection with, related to or arising out of the Executive’s employment relationship, or the termination of his employment, with the Company.

(b) Except as provided in Section 11 of the Employment Agreement, as applicable, the Executive acknowledges and agrees that the Company has fully satisfied any and all obligations owed to his arising out of his employment with the Company, and no further sums are owed to him by the Company or by any of the other Releasees at any time.

2. Consultation with Attorney; Voluntary Agreement. The Company advises the Executive to consult with an attorney of his choosing prior to signing this Release Agreement. The Executive understands and agrees that he has the right and has been given the opportunity to review this Release Agreement and, specifically, the General Release in Paragraph 1 above, with an attorney. The Executive also understands and agrees that he is under no obligation to consent to the General Release set forth in Paragraph 1 above. The Executive acknowledges and agrees that the payments set forth in Section 11 of the Employment Agreement, as applicable, are sufficient consideration to require him to abide with his obligations under this Release Agreement, including but not limited to the General Release set forth in Paragraph 1. The Executive represents that he has read this Release Agreement, including the General Release set forth in Paragraph 1 and understands its terms and that he enters into this Release Agreement freely, voluntarily, and without coercion. Notwithstanding the foregoing, nothing contained herein shall

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prevent the Executive from filing an administrative charge of discrimination with the EEOC or state or local fair employment practices agency. No federal, state or local government agency is a party to this Agreement and none of the provisions of this Agreement restrict or in any way affect a government agency's authority to investigate or seek relief in connection with any of the claims released. Moreover, nothing in this Release Agreement or in any other agreement is intended to or will be used in any way to limit employee's rights to communicate with a government agency, as provided for, protected under or warranted by applicable law. However, if a government agency were to pursue any matters falling within the released claims, which it is free to do, the parties agree that this Agreement shall control as the exclusive remedy and full settlement of all claims between the parties. The Executive agrees that the Executive shall not seek, accept, or be entitled to any monetary relief, whether individually or as a member of a class or group, arising from an EEOC charge filed by the Executive or on the Executive's behalf.

3. No Admission of Liability. Nothing in this Agreement is intended to or will be construed as an admission by the Company that it or any of its officer's directors or employees, violated any law, interfered with any right, breached any obligation, or otherwise engaged in any improper or illegal conduct, the Released Parties expressly denying any such conduct.

4. Effective Date; Revocation. The Executive acknowledges and represents that he has been given twenty-one (21) days during which to review and consider the provisions of this Release Agreement and, specifically, the General Release set forth in Paragraph 1 above, although he may sign and return it sooner if he so desires. The Executive further acknowledges and represents that he has been advised by the Company that he has the right to revoke this Release Agreement for a period of seven (7) days after signing it. The Executive acknowledges and agrees that, if he wishes to revoke this Release Agreement, he must do so in a writing, signed by him and received by the Company no later than 5:00 p.m. Eastern Time on the seventh (7th) day of the revocation period. If no such revocation occurs, the General Release and this Release Agreement shall become effective on the eighth (8th) day following his execution of this Release Agreement. The Executive further acknowledges and agrees that, in the event that he revokes this Release Agreement, it shall have no force or effect, and he shall have no right to receive any payment pursuant to Section 11 of the Employment Agreement, as applicable.

5. Time for Execution. The Executive shall execute this Release Agreement not later than twenty-one (21) days from the date it is provided to him

6. Severability. In the event that any one or more of the provisions of this Release Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Release Agreement shall not in any way be affected or impaired thereby.

7. Waiver. No waiver by either party of any breach by the other party of any condition or provision of this Release Agreement to be performed by such other party shall be deemed a waiver of any other provision or condition at the time or at any prior or subsequent time. This Release Agreement and the provisions contained in it shall not be construed or interpreted for or against either party because that party drafted or caused that party's legal representative to draft any of its provisions.

8. Governing Law. This Release Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without reference to its choice of law rules.

9. Entire Agreement. This Release Agreement constitutes the entire agreement and understanding of the parties with respect to the release of claims provided for herein and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties with respect to such release of claims. The Executive acknowledges and agrees that he is not relying on any representations or promises by any representative of the Company concerning the meaning of any aspect of this Release

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Agreement. This Release Agreement may not be altered or modified other than in a writing signed by the Executive and an authorized representative of the Company.

10. Headings. All descriptive headings in this Release Agreement are inserted for convenience only and shall be disregarded in construing or applying any provision of this Release Agreement.

11. Counterparts. This Release Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows.]

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**IN WITNESS WHEREOF**, the Company and the Executive have executed this Release Agreement, on the date and year set forth below.

**COMPANY:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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