
**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): **March 19, 2020**

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.)

11800 Amber Park Drive, Suite 125
Alpharetta, GA 30009
(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.

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	STRM	The NASDAQ Capital Market

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 March 19, 2020, Streamline Health Solutions, Inc. (the “Company”), entered into a Master Services Agreement (the “MSA”) with 180 Consulting, LLC (“180”), pursuant to which 180 will provide a variety of services including product management, internal systems platform integration and software engineering services, among others, through separate statements of work (“SOWs”). On March 19, 2020, the Company entered into three SOWs under the MSA and has contracted to enter into two more SOWs within sixty (60) days of the date of entry into the MSA, the terms and conditions of such SOWs to be determined.

The term of the MSA is indefinite from the March 19, 2020 effective date, with the ability of either the Company or 180 to terminate the MSA for any reason without penalty with ninety (90) days advance written notice. Each SOWs term expires upon completion of the services contemplated under the respective SOW, unless earlier terminated pursuant to the terms of the MSA. The MSA includes both cash and equity compensation to 180 for the aforementioned services. The Company intends to issue the equity portion of the compensation under that certain registration statement on Form S-3 filed with the U.S. Securities and Exchange Commission on September 12, 2019.

The foregoing description of the MSA and SOWs is a summary only and is qualified by reference to the full text of the MSA and SOWs. The MSA is attached hereto as Exhibit 10.1 and the SOWs are attached hereto as Exhibits 10.2, 10.3 and 10.4, and are incorporated herein by reference.

Exhibit Number	Description
10.1	<u>Master Services Agreement, effective March 19, 2020, by and between Streamline Health Solutions, Inc. and 180 Consulting, LLC*</u>
10.2	<u>Statement of Work #1 by and between Streamline Health Solutions, Inc. and 180 Consulting, LLC*</u>
10.3	<u>Statement of Work #2 by and between Streamline Health Solutions, Inc. and 180 Consulting, LLC*</u>
10.4	<u>Statement of Work #3 by and between Streamline Health Solutions, Inc. and 180 Consulting, LLC*</u>

* Certain portions of the exhibit have been omitted pursuant to Regulation S-K Item 601(b)(10)(iv) because they are both (i) not material to investors and (ii) likely to cause competitive harm to the Company if publicly disclosed.

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: March 24, 2020

By: /s/ Thomas J. Gibson

Name: Thomas J. Gibson

Title: Chief Financial Officer

Certain identified information has been omitted from this document because it is both not material and would be competitively harmful if publicly disclosed, and had been marked with “[***]” to indicate where omissions have been made.

MASTER SERVICES AND NON-DISCLOSURE AGREEMENT

THIS MASTER SERVICES AND NON-DISCLOSURE AGREEMENT (the “Agreement”), effective as of March 18, 2020 (the “Effective Date”), is made by and between **Streamline Health Solutions, Inc.**, a Delaware corporation (“Company”), with its principle place of business at 1175 Peachtree Street NE, 10th Floor, Atlanta, Georgia 30361, and **180 Consulting, LLC**, a Georgia limited liability company (“Consultant”), with its offices located at 121 Greenway Blvd., Carrollton, Georgia 30117.

WHEREAS Company wishes to contract for, and Consultant wishes to provide, the services of Consultant described in this Agreement for the period and upon the terms and conditions provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other valuable consideration, the receipt and sufficiency of which is acknowledged, Company and Consultant agree:

1. **TERM.**

The term of this Agreement is indefinite from the Effective Date (“Term”), unless a shorter term is set forth in a statement of work referenced below or unless this Agreement is terminated by either party in accordance with the provisions of Section 7 of this Agreement.

2. **OBLIGATIONS OF THE CONSULTANT**

Subject to the terms and conditions in this Agreement, the Consultant will perform the services and provide the deliverables (“Services”) specified in a Statement of Work (defined below) substantially in the form of that set forth in Appendix A attached hereto. In the event of any conflict or inconsistency between the body of this Agreement and a Statement of Work, the terms and provisions of such Statement of Work, as amended from time to time, shall prevail and be given priority.

- 2.1 The specific Services, and the associated compensation to be paid to Consultant, will be specified in one or more statements of work attached as appendices to this Agreement signed by each party before being binding on that party (each, a “Statement of Work” and, collectively, “Statements of Work”). The parties hereto may, from time to time during the Term of this Agreement, create additional Statements of Work or amend any existing Statements of Work in a writing signed by each party. Each Statement of Work shall be considered a part of this Agreement.
- 2.2 Consultant represents and warrants that (i) the Consultant’s Services will be provided in a professional, competent, and timely manner and in accordance with all applicable laws and regulations; (ii) Consultant shall not violate any prior confidentiality agreement, employment contract or any other duty owed to any other customer or former employer; and (iii) Consultant shall conform to generally accepted standards applicable to consulting services provided by persons specializing in the Services that Consultant is rendering under this Agreement.

3. NATURE OF RELATIONSHIP

Company and Consultant agree that Consultant is and will be at all times during the Term an independent contractor. The parties agree that the Consultant will perform the Services under the direction of a Company-assigned and designated Project Manager (as defined in Section 3.5 hereto) as to the result of the assigned activity, but that Consultant will determine the manner and means by which the Services are to be accomplished, subject to the express condition that Consultant will at all times comply with applicable law. Consistent with the nature of the parties' relationship, the parties expressly acknowledge and agree:

- 3.1 During the Term, Consultant and Consultant's staff are not employees of Company and shall not be treated as employees for any purpose, including, without limitation, for purposes of Company employee benefits plans.
- 3.2 Nothing in this Agreement or otherwise shall be construed as identifying the Consultant as an employee, partner, agent, joint venturer, or legal representative of Company or any of Company's related or affiliated entities during the Term for any purpose whatsoever.
- 3.3 The Consultant is not authorized to transact business, incur obligations, sell goods, receive payments, solicit orders, assign or create any obligation of any kind, express or implied, on behalf of Company or any of Company's related or affiliated entities, or to bind in any way whatsoever, or to make any promise, warranty or representation on behalf of Company or any of Company's related or affiliated entities with respect to any matter, except as expressly authorized in writing by Company.
- 3.4 Company has no right to control the manner in which the Consultant performs Services under this Agreement and Consultant is free to perform the Services in the manner Consultant deems fit, *provided that*:
 - 3.4.1 Consultant (i) shall notify the Company of the admission of any new entity or individual as a member of Consultant, and (ii) shall not admit any "related person" of Company (as such term is defined in Item 404 of Regulation S-K promulgated under the Act) as a member of Consultant without prior written consent of Company, which consent shall not be unreasonably withheld. Consultant represents and warrants that the respective members' percentage ownership interests in Consultant as of the Effective Date of this Agreement are as set forth in Schedule A of that certain Operating Agreement of Consultant, effective as of March 5, 2020 (the "Operating Agreement"), a copy of which is attached hereto as Appendix B; and
 - 3.4.2 Consultant's Services are performed in accordance with Section 2.2 above and other applicable provisions of this Agreement.

- 3.5 Company will appoint a representative to serve as project manager (the “Project Manager”). The Project Manager will be the principal point of contact with Company and will periodically review the Services and timely report to Consultant if any are not acceptable under the applicable Statement of Work. Consultant will provide any procedures, materials and technical assistance reasonably necessary and take all actions required to enable Company to review the Services. Consultant will work diligently to correct any deficiencies in the Services that may be discovered.
- 3.6 Any administrative costs incurred for office supplies or for retaining assistants in connection with providing the Services shall be at Consultant’s sole expense.
- 3.7 The Consultant may render personal services for compensation to or for persons or companies other than Company during the Term.
- 3.8 Because the Consultant is an independent contractor, Company will not withhold taxes from any sums due under this Agreement. The Consultant agrees that Consultant is required to pay and shall be solely liable for all applicable taxes, including, without limitation, federal income tax and state income tax on any fees paid hereunder.

4. **PAYMENT FOR SERVICES**

- 4.1 In consideration for the performance by the Consultant of the Services required by this Agreement, Company agrees to pay, and the Consultant agrees to accept payment, in the dollar amounts (the “Cash Portion”) specified in each Statement of Work and any additional Statements of Work, as applicable.
- 4.2 In order to receive timely payment, Consultant will submit to Company monthly invoices (each, an “Invoice”) on the first day of each month (each such date, an “Invoice Date”) that reflect, in reasonable detail, the Services to be provided during that month (each such period, an “Invoice Period”) and also submit to Company quarterly summaries of the Invoices submitted during a Company fiscal quarter.
- 4.3 Compensation for Services detailed in each Statement of Work shall be payable as follows:
 - 4.3.1 The specified dollar amount set forth on each Invoice shall be due and payable in cash, and will carry the payment terms specified in Section 4.5 below; and
 - 4.3.2 An equity grant (the “Equity Portion”) of fully paid and non-assessable common shares of Company (the “Common Shares”), as detailed in each Statement of Work, with the number of Common Shares to be issued calculated as follows: fifty percent (50%) of total dollar amount of the Cash Portion divided by a price per Common Share equal to One Dollar and Ten Cents (\$1.10).

- 4.4 All Invoices shall be paid by Company within thirty (30) days of the Invoice Date. Should any such Invoice fail to be paid by Company within sixty (60) days of an Invoice Date, the outstanding balance set forth on such Invoice shall accrue interest for each day until paid at a rate per annum equal to the lesser of: (i) twelve percent (12%) or (ii) the maximum amount permitted by law.
- 4.5 The Common Shares issued in connection with the Equity Portion of each Statement of Work shall be earned, allocated and assigned to Consultant, and irrevocable by Company, upon the effective date of each Statement of Work; *provided however*, that the Common Shares may be issued on a quarterly basis (based on Company's fiscal quarters) and issued within thirty (30) days of Company's relevant fiscal quarter end date (each, an "Issuance Date").
- 4.6 Subject to any amendments, changes or revisions to the rules and regulations of the Securities Act of 1933 and/or the Nasdaq Stock Market, in each such instance whereby the Company shall be permitted to modify or limit the representations below (but only to the extent necessary) to comply with any such amendment, change or revision, for any equity issuance for the Equity Portion of an Invoice, the Company represents and warrants as follows:
- 4.6.1 Company's board of directors has approved each issuance of Common Shares to compensate for an Equity Portion; and
- 4.6.2 Common Shares to be issued in connection with compensation for an Equity Portion are authorized and available for issuance as of the date of such issuance from a pre-approved pool of set aside Common Shares.
- 4.7 The amounts set forth in each applicable Statement of Work shall be the sole compensation paid by Company to the Consultant for the Services, and no other amounts will be payable without the prior written authorization of Company, except as provided in Section 4.9.
- 4.8 Company shall pay or reimburse the Consultant for such reasonable and documented travel expenses incurred by the Consultant directly and exclusively related to the Services and which have been approved in advance by Company before the expenses are incurred. Travel expenses which are not approved in advance will not be paid for or reimbursed by Company.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 5.1 The Consultant acknowledges that Company is the sole owner of all right, title, and interest to Company's logo, trademarks, trade names, domain names, membership and mailing lists, programs, copyrighted information (herein referred to as "Intellectual Property" and defined below). Further, the Consultant acknowledges and agrees that the Services it will perform, and all inventions, discoveries, improvements, materials, content, products, reports, working papers and documentation developed and prepared for Company hereunder and any and all copyrights, patents, patent rights, trade secrets, and other intellectual property contained therein and/or related thereto (collectively, the "Intellectual Property") belong exclusively to Company. Company owns all right, title and interest in and to the Intellectual Property and all Intellectual Property is and shall be deemed to be "works made for hire" made in the course of performing the Services hereunder. To the extent that title to any Intellectual Property may not vest in Company by law, or such Intellectual Property may not be considered "works made for hire," all right, title and interest to such Intellectual Property are hereby irrevocably assigned and will be assigned to Company. Notwithstanding anything to the contrary herein, nothing herein shall prevent Consultant from using any generic methodologies, concepts, know-how, expertise, analytical frames and analytical approaches developed hereunder that are reusable from client to client and project to project, as long as such methodologies, concepts, know-how, expertise, analytical frames or analytical approaches do not include any Confidential Information (as defined in Section 5.2) of Company. The Consultant agrees to give Company all reasonable assistance necessary to perfect the rights defined in this section.

- 5.2 Consultant acknowledges that its employees and agents may be exposed to certain information, materials, and property of the Company (whether in tangible or intangible form) that may be considered confidential or proprietary, including but not limited to financial information, business plans, marketing information, customer lists, trade secrets, copyrights, logos, trademarks, and trade names (collectively, the “Confidential Information”). Consultant will not use (except as necessary to exercise its rights and perform its obligations under this Agreement) or disclose, and will prevent its employees and agents from using (except as necessary to perform its obligations under this Agreement) or disclosing, at any time during or after the term of this Agreement, any Confidential Information, except as may be specifically authorized by the parties in writing or required by law. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes a part of the public domain through no act or omission on the part of the Consultant or its agents, employees or representatives; (b) is released from confidential treatment by written consent of Company; (c) is already in Consultant’s possession on a non-confidential basis at the time of disclosure to Consultant, or which the Consultant independently develops; (d) is made known by a third party that is not under an obligation of confidentiality with Company; (e) is required to be disclosed by law to any binding government authority, court order or duly authorized subpoena; or (f) is the subject of litigation or dispute concerning this Agreement or a Statement of Work; *provided, however*, in the event that Consultant is requested or required to disclose Confidential Information pursuant to subsections (e) or (f) herein, the Consultant shall provide Company with prompt written notice of any such request or requirement so that Company may seek a protective order or other appropriate remedy.
- 5.3 Consultant acknowledges that the Confidential Information of Company is of material value and that failure to perform under the terms of this Agreement will result in immediate and irreparable damage to Company. Therefore, Company shall be entitled to seek equitable relief by way of injunction and such other relief as a court of competent jurisdiction may deem just and proper.

5.4 Notwithstanding the above, Company shall be permitted to publicly disclose (i) the ownership structure of Consultant as set forth in the Operating Agreement, and any amendments thereto for the admission of new members, subject to Section 3.4.1; (ii) any information related to direct or indirect material interests of related persons (as such term is defined in Item 404 of Regulation S-K promulgated under the Act) of Company received in connection with this Agreement or any related Statement of Work; or (iii) the terms and conditions of this Agreement and any related Statements of Work that it deems reasonably necessary, in its sole discretion, to disclose in order to comply with applicable state and federal securities laws. For any other public disclosures that may be considered confidential or proprietary to Consultant, the Company shall provide Consultant with the content of such disclosure and obtain prior written consent from Consultant before such disclosure shall be permitted.

6. NON-SOLICITATION AND NON-COMPETE

During the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement (“Termination Date”), Consultant shall not, on behalf of any Competing Business (defined below): (i) directly employ, attempt to employ, recruit or otherwise solicit, induce or influence any person to leave employment with Company; or (ii) directly solicit or encourage any customer (customers shall include then current customers of Company and customers for whom Company did work during the twelve (12) months prior to Termination Date) or prospective customer or supplier or prospective supplier to terminate or otherwise modify adversely its business relationship with Company; *provided that* any and all prospective customers or prospective suppliers of the Company shall be provided to Consultant in writing. Consultant understands that the restrictions set forth in this Section 6 are intended to protect Company’s interest in its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. For purposes of this Agreement, the term “Competing Business” shall mean a business conducted anywhere in the United States, Canada or abroad which engages in medical billing, code scrubbing and claims auditing services.

7. TERMINATION.

7.1 Subject to Section 7.2 and notwithstanding anything herein to the contrary, either party may terminate this Agreement or any Statement of Work with or without Cause (as defined below), and without penalty, upon ninety (90) days advanced written notice to the other party; *provided that*, at the discretion of Company, any such purported expiration or termination shall be ineffective so long as Consultant is providing Services to Company under a Statement of Work (i.e., immediately upon the expiration or termination of the last active Statement of Work, the expiration or termination of this Agreement will be deemed effective).

7.2 Should either party’s purported termination be as a result of a material breach of this Agreement or any Statement of Work (individually and collectively, “Cause”), then the alleged breaching party must be provided with written notice of such Cause and offered thirty (30) days to cure the violation after receiving notice. If the alleged breach is not cured by the end of the thirty (30) day period, then the non-breaching party may terminate this Agreement immediately upon written notice to the other party. In the event of such termination, Consultant shall be entitled to all compensation earned for Services performed, but shall not be entitled to any compensation with respect to Services not yet performed, or deliverables not yet delivered.

7.3 Upon termination or expiration of this Agreement for any reason, each party shall promptly return any tangible or intangible property owned by the other party and will immediately cease to use any Intellectual Property licensed by the other party under this Agreement and will return any Confidential Information. Any work or deliverables in progress that Consultant may be in possession of as of the date of termination or expiration shall, upon payment of all amounts due Consultant hereunder, be provided immediately to Company, and such work/deliverables shall be subject to Section 5 of this Agreement.

8. FORCE MAJEURE.

If, during the Term of this Agreement, the business of either party is materially hampered, interrupted or interfered with by reason of any act of God, epidemic, fire, strike, walkout, lockout, labor dispute, governmental order, enemy, war, riot, civil commotion, inability to procure materials and/or equipment, or any other cause or causes beyond the control of the party, whether of the same or any other nature, the obligations of the party will, at its election by written notice to the other party, be suspended. Either party may, at its election by written notice, add a period of time equal to all or any part of the period of that suspension to the applicable period of time, and the dates for the commencement of any subsequent applicable period under this Agreement shall be correspondingly postponed.

9. INDEMNIFICATION AND INSURANCE.

The Consultant will indemnify and hold harmless Company, its officers, directors, employees, and agents, from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs and other expenses, incurred by the Company on account of any act, omission, breach of this Agreement, or other activity conducted by the Consultant or its agents or employees in connection with this Agreement. This Section 9 will survive the termination or expiration of this Agreement. Consultant shall maintain sufficient insurance to fully cover Consultant's obligations hereunder. Consultant shall further provide satisfactory evidence of such insurance to Company upon request.

10. MISCELLANEOUS

10.1 This Agreement and any Statements of Work, and any amendments hereto or thereto, set forth the entire agreement and understanding of the parties and supersede all prior oral or implied representations, commitments and undertakings between the parties or their representatives, except that any prior written agreements shall remain in effect pursuant to their terms. None of the terms or provisions of this Agreement will be modified or waived, and this Agreement may not be amended except by a written instrument signed by the party against which modifications or waiver or amendment is to be enforced. No waiver of any one provision shall be considered a waiver of any other provision and the fact that an obligation is waived for a period of time shall not be considered to be a continuing waiver. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 10.2 All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) of Consultant against Company that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against Company. Company's non-party affiliates which include, but are not limited to, any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, or representative of, shall have no liability for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement.
- 10.3 If any provision of this Agreement is declared to be invalid or unenforceable, in whole or in part, that invalidity or unenforceability will not affect the remaining provisions of this Agreement, which will remain in full force and effect and the invalid and unenforceable provision will be considered modified and limited only to the extent necessary in order to make the provision enforceable.
- 10.4 This Agreement will be construed, interpreted, and governed in accordance with the laws of the State of Georgia. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be the federal court for the Northern District of Georgia (when jurisdiction therein is proper), or the state or superior court of Carroll County, Georgia.
- 10.5 During the Term of this Agreement and thereafter, Consultant will comply with all applicable federal, state and local laws, rules, and regulations with respect to privacy and Protected Health Information, including, without limitation, The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Rules and Security Rules.
- 10.6 Nothing contained in this Agreement will be construed to impose any obligation on Company or the Consultant to renew this Agreement or any portion of it.
- 10.7 This Agreement may be executed in one or more counterparts by the parties. All counterparts will be construed together and will constitute one agreement. The parties agree that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any photocopy or electronic scan of this Agreement, or any counterpart, shall be deemed the equivalent of an original.
- 10.8 Section(s) 2.2, 4, 5, 6, 7, 9 and 10 shall survive expiration or termination of this Agreement.
- 10.9 Notices required by this Agreement will be in writing and addressed as indicated in the first paragraph above, or as specified by subsequent written notice by the party whose address has changed. Said notices will be sent by personal delivery, mail, e-mail or other reliable manner of delivery.
- 10.10 This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment or attempted assignment in contravention of this section shall be deemed null and void.
- 10.11 Consultant agrees to perform the Services as set forth in the applicable Statement of Work to this Agreement. Consultant acknowledges that Company has obligations to its customers and/or other third parties which require timely completion by Consultant of the Services, and therefore that expeditious completion by Consultant of the Services is of utmost importance. Consultant will not permit any other activities to interfere with the timely completion of Services. Consultant agrees to notify Company promptly if, at any time, it appears that Consultant will not be able to complete the Services or any task on time.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

180 CONSULTING, LLC

STREAMLINE HEALTH SOLUTIONS, INC.

Name: Greg Shilling

Name: Bill Garvis

Title: Managing Member

Title: Chief Operating Officer

/s/ Greg Shilling

/s/ Bill Garvis

(Signature)

(Signature)

Date: 3/19/2020

Date: 3/19/2020

Appendix A
Statement of Work

[See Exhibits 10.2 through 10.4]

Appendix B
Operating Agreement of 180 Consulting, LLC

[**]

Certain identified information has been omitted from this document because it is both not material and would be competitively harmful if publicly disclosed, and had been marked with “[*]” to indicate where omissions have been made.**

STATEMENT OF WORK # 1

This Statement of Work (“SOW # 1”) is pursuant to the 180 Consulting Master Services and Non-Disclosure Agreement, dated as of March 18, 2020 (the “Agreement”), by and between Streamline Health Solutions, Inc. (“Company”), with its principal place of business at 1175 Peachtree Street, 10th Floor, Atlanta, GA 30361 and 180 Consulting, LLC, a Georgia limited liability company (“Consultant”), with its offices located at 121 Greenway Blvd., Carrollton, Georgia 30117.

SOW # 1 is subject to all of the terms and conditions of the Agreement. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. The effective date of this SOW # 1 shall be the latest date ascribed to the signatures of the authorized parties of the Company and Consultant set forth below.

Project Title – Product Manager

Project Objectives	In collaboration with Company’s leadership, provide resource expertise to function as the Company’s Product Manager.
Description of Services	Provide specialized resource expertise to work in conjunction with assigned Company resources to deliver the services defined herein. In this capacity, the Consultant Resource (as defined below) will work collaboratively as the Product Manager. [***]
Consultant Resources	Product Manager – [***]
Time Allocation	Consultant will commit the appropriate amount of resources and time required to achieve all identified and assigned objectives, though time provided is not exclusive. The Consultant’s time allocated within SOW # 1 is based on a standard forty (40) hour work week.
Length of SOW (“Term”)	This SOW # 1 shall be effective through January 30, 2021 (“SOW Initial Term”) and shall automatically renew thereafter every sixty (60) days (each, an “SOW Renewal Term”) unless one party provides thirty (30) days advanced written notice to the other party of its intent not to renew. The SOW Initial Term and all SOW Renewal Terms are collectively referred to as the “Term.” Termination of this SOW # 1 shall be governed by, and completed in accordance with, Section 7 of the Agreement; <i>provided however</i> , that in the event of a termination by Company during the SOW Initial Term, Company agrees to pay Consultant the pro-rata portion of the Service Fees set forth herein for the ninety (90) day period after such date of the termination notice.

Service Fees	<p>During the Term of this SOW, as compensation for the Services set forth above, Company shall pay Consultant a service fee for each Consultant Resource (the "Service Fee"). The Service Fee includes compensation allocated in accordance with Section 4.3 of the Agreement, which consists of a cash payment ("Cash Portion") and a grant of common stock of the Company ("Equity Portion"). In the event a Consultant Resource does not perform project work for a complete month or reduces the project time allocation during a particular month, the Service Fees shall be reduced and pro-rated accordingly when invoiced for the subsequent month.</p> <p>As compensation for the Services set forth above to be provided by the Consultant Resource, and in accordance with Section 4.3 of the Agreement, Company shall compensate Consultant for both the Cash Portion and Equity Portion of the Service Fee as follows:</p> <ul style="list-style-type: none"> • Payment of the Cash Portion equal to \$[***] for each month during the SOW Initial Term and, if applicable, any subsequent SOW Renewal Terms. • Provision of the Equity Portion equal to [***] shares of Company common stock, as calculated per Section 4.3.2 of the Agreement <p>Service fees shall not exceed the amounts for each month as set forth herein without the consent of Company. However, in the event that the Company requests, and the Consultant agrees to provide, additional time for a requested Consultant Resource ("Added Time"), such Added Time shall be billable based on the applicable hourly rate per Consultant Resource.</p> <p>All monthly invoices shall be paid in accordance with Section 4 of the Agreement.</p>
Expenses	<p>Out of pocket expenses associated with this SOW # 1 for airfare, overnight accommodations, meals and other incidental expenses associated with business travel by Consultant or any Consultant Resource on behalf of the Company will be billed as incurred in accordance with Section 4.9 of the Agreement.</p>
Payment Terms	<p>Consultant shall submit invoices at the beginning of each month for Services provided within that month. Invoices shall be paid in accordance with the terms set forth in Section 4 of the Agreement.</p>

It is the intention and understanding of the parties hereto that this Appendix A shall act as an extension of the Agreement and shall not act as a novation of the Agreement. In the event of any conflict or inconsistency between the Agreement and SOW # 1, the terms and provisions of SOW # 1 shall prevail and be given priority.

All aforementioned Consultant Resources, Time Allocation, and Service Fees are estimates based on the Consultant's current understanding of the Company's requirements, and these estimates are subject to change based on ongoing dialog and discovery of the Company's detailed requirements. If these project updates result in a material change to the overall project, Consultant shall provide a written estimate update, which Company retains the right to review and approve.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

180 CONSULTING, LLC

Name: Greg Shilling
Title: Managing Member
/s/ Greg Shilling

(Signature)

Date: March 19, 2020

STREAMLINE HEALTH SOLUTIONS, INC.

Name: Bill Garvis
Title: Chief Operating Officer
/s/ Bill Garvis

(Signature)

Date: March 19, 2020

Certain identified information has been omitted from this document because it is both not material and would be competitively harmful if publicly disclosed, and had been marked with “[***]” to indicate where omissions have been made.

STATEMENT OF WORK # 2

This Statement of Work (“SOW # 2”), effective as of March 18, 2020 (“SOW # 2 Effective Date”), is made by and between Streamline Health Solutions, Inc., a Delaware corporation (“Company”), with its principal place of business at 1175 Peachtree Street, 10th Floor, Atlanta, GA 30361, and 180 Consulting, LLC, a Georgia limited liability company (“Consultant”), with its principal place of business at 121 Greenway Boulevard, Carrollton, GA 30117, under the following circumstances:

A. Company and Consultant entered into that certain 180 Consulting, LLC Master Services and Non-Disclosure Agreement, dated as of March 18, 2020 (the “Agreement”), under which Consultant provided the specified services set forth in that certain Statement of Work, of even date therewith and attached thereto as Appendix A (“SOW # 1”) for delivery of the consulting services specified therein.

B. Company and Consultant now desire to enter into this SOW # 2 to add Consultant Resources (as defined herein) to perform one (1) or more tasks (or a portion thereof) in connection with the project objectives set forth below.

NOW, THEREFORE, by mutual agreement of the parties and in mutual consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Project Title – eValuator Outpatient Dashboard

Project Objective	In collaboration with Company’s leadership, to provide software engineering services to complete the design, development, testing and production deployment of functionality as required in the [***] eValuator platform.
Description of Services	Work collaboratively with the Company’s subject matter expert(s) and technical teams to drive delivery of the project milestones for the eValuator [***], as set forth below. [***]
Consultant Resources	<p>“Consultant Resource” refers to an employee or independent contractor of Consultant that will perform one (1) or more tasks (or a portion thereof) in connection with this SOW # 2. Consultant will commit the appropriate amount of resources to achieve all assigned objectives, including the following Consultant Resources:</p> <ul style="list-style-type: none"> ● Senior Systems Architect ● Software Engineer ● Quality Assurance Engineer

Time Allocation	Consultant will commit the appropriate amount of time required to achieve all identified and assigned objectives. Each Consultant Resource's actual allocation of time to this project is estimated in the table below. The actual hours worked each week may vary based on the then current project priorities and tasks, though the time allocation represents Consultant's reasonable efforts to estimate a Consultant Resource's average weekly time allocation to the project.
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RESOURCE ALLOCATION	April		May		June		July	
	%	Hrs. / Wk.	%	Hrs. / Wk.	%	Hrs. / Wk.	%	Hrs. / Wk.
Senior Systems Architect	25%	10.0	25%	10.0	25%	10.0	25%	10.0
Software Engineer	100%	40.0	100%	40.0	100%	40.0	100%	40.0
Quality Assurance	0%	20.0	50%	20.0	50%	20.0	50%	20.0
TOTAL EST. HOURS / WEEK		70.0		70.0		70.0		70.0

% = estimated time allocation per week for each of the Consultant Project Team resources

If upon the Company's request, Consultant agrees to allocate additional time for a requested Consultant Resource ("Added Time") to the estimated average hours worked per Consultant Resource, per week as noted in the above table; *provided that*, such Added Time is necessary to achieve the identified and assigned objectives.

Length of SOW ("Term")	<p>This SOW # 2 shall be effective for a period of four (4) months from the SOW # 2 Effective Date (the "SOW Initial Term") and shall automatically renew thereafter every thirty (30) days (each, an "SOW Renewal Term") unless one party provides thirty (30) days advanced written notice to the other party of its intent not to renew. The SOW Initial Term and all SOW Renewal Terms are collectively referred to as the "Term."</p> <p>Termination of this SOW # 2 shall be governed by, and completed in accordance with, Section 7 of the Agreement; <i>provided however</i>, that in the event of a termination by the Company during the SOW Initial Term, Company agrees to pay Consultant the pro-rata portion of the Service Fees set forth herein for the thirty (30) day period after such date of the termination notice.</p>
Service Fees	During the Term of this SOW # 2, as compensation for the Services set forth above, Company shall pay Consultant a service fee for each Consultant Resource equal to the amount set forth for each month in the table below (the "Service Fees"). The Service Fee includes compensation allocated in accordance with Section 4.3 of the Agreement, which consists of a cash payment ("Cash Portion") and a grant of common stock of the Company ("Equity Portion"). In the event a Consultant Resource does not perform project work for a complete month or reduces the project time allocation during a particular month, the service fee shall be reduced and pro-rated accordingly when invoiced for the subsequent month.

SERVICE FEES	April	May	June	July
Senior Systems Architect – Cash Portion (in accordance with Section 4.4 of the Agreement)	\$[***]	\$[***]	\$[***]	\$[***]
Software Engineer – Cash Portion (in accordance with Section 4.4. of the Agreement)	\$[***]	\$[***]	\$[***]	\$[***]
Quality Assurance – Cash Portion (in accordance with Section 4.4 of the Agreement)	\$[***]	\$[***]	\$[***]	\$[***]
TOTAL SERVICE FEES – CASH PORTION (in accordance with Section 4.4 of the Agreement)	\$[***]	\$[***]	\$[***]	\$[***]
TOTAL SERVICE FEES – EQUITY PORTION (in accordance with Section 4.4 of the Agreement)	[***] shares of common stock, as calculated per Section 4.3.2 of the Agreement			

	Service Fees shall not exceed the amounts for each month as set forth herein without the consent of Company. However, in the event that the Company requests, and the Consultant agrees to provide, Added Time, such Added Time shall be billable based on the applicable hourly rate per Consultant Resource. All monthly invoices shall be paid in accordance with Section 4 of the Agreement.
Expenses	Out of pocket expenses associated with this SOW # 2 for airfare, overnight accommodations, meals and other incidental expenses associated with business travel by Consultant or any Consultant Resource on behalf of the Company will be billed as incurred in accordance with Section 4.9 of the Agreement.
Payment Terms	Consultant shall submit invoices at the beginning of each month for Services provided within that month. Invoices shall be paid in accordance with the terms set forth in Section 4 of the Agreement.

It is the intention and understanding of the parties hereto that this Appendix B shall act as an extension of the Agreement and shall not act as a novation of the Agreement. Except as specifically amended hereby, the parties hereto acknowledge and confirm that the Agreement and SOW # 1 remain unmodified and in full force and effect and are enforceable in accordance with their respective terms. In the event of any conflict or inconsistency between the Agreement and any SOW, as applicable, the terms and provisions of each SOW shall prevail and be given priority.

All aforementioned Consultant Resources, Time Allocation, and Service Fees are estimates based on the Consultant's current understanding of the Company's requirements, and these estimates are subject to change based on ongoing dialog and discovery of the Company's detailed requirements. If these project updates result in a material change to the overall project, Consultant shall provide a written estimate update, which Company retains the right to review and approve.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

180 CONSULTING, LLC

Name: Greg Shilling
Title: Managing Member
/s/ Greg Shilling

(Signature)
Date: 3/19/2020

STREAMLINE HEALTH SOLUTIONS, INC.

Name: Bill Garvis
Title: Chief Operating Officer
/s/ Bill Garvis

(Signature)
Date: 3/19/2020

**Exhibit A - Requirements Specification
for the eValuator [***]**

[***]

Certain identified information has been omitted from this document because it is both not material and would be competitively harmful if publicly disclosed, and had been marked with “[***]” to indicate where omissions have been made.

STATEMENT OF WORK # 3

This Statement of Work (“SOW # 3”) effective as of March 18, 2020 (“SOW # 3 Effective Date”), is made by and between Streamline Health Solutions, Inc., a Delaware corporation (“Company”), with its principal place of business at 1175 Peachtree Street, 10th Floor, Atlanta, GA 30361, and 180 Consulting, LLC, a Georgia limited liability company (“Consultant”), with its principal place of business at 121 Greenway Boulevard, Carrollton, GA 30117, under the following circumstances:

A. Company and Consultant entered into that certain 180 Consulting, LLC Master Services and Non-Disclosure Agreement, dated as of March 18, 2020 (the “Agreement”), under which Consultant provided the specified services set forth in that certain Statement of Work, of even date therewith and attached thereto as Appendix A (“SOW # 1”) and Appendix B (“SOW # 2”) for delivery of the consulting services specified in each respective Statement of Work.

B. Company and Consultant now desire to enter into this SOW # 3 to add Consultant Resources (as defined herein) to perform one (1) or more tasks (or a portion thereof) in connection with the project objectives set forth below.

NOW, THEREFORE, by mutual agreement of the parties and in mutual consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Project Title – Business Analyst for “Single Source of Truth” project

Project Objectives	[***]
Description of Services	Provide specialized resource expertise to work in conjunction with assigned Company resources to deliver the services defined herein. In this capacity, the Consultant Resource will work collaboratively with Company stakeholders as a Business Analyst. [***]
Consultant Resources	Business Analyst – [***]
Time Allocation	Consultant will commit the appropriate amount of time required to achieve all identified and assigned objectives. Each Consultant Resource’s actual allocation of time to this project is estimated in the table below. The actual hours worked each week may vary based on the then current project priorities and tasks, though the time allocation represents Consultant’s reasonable efforts to estimate a Consultant Resource’s average weekly time allocation to the project.

RESOURCE ALLOCATION	March			April			May		
	%	Hrs. / Mo.	Hrs. / Wk	%	Hrs. / Mo.	Hrs. / Wk	%	Hrs. / Mo.	Hrs. / Wk
Business Analyst	55%	52	22.0	55%	92	22.0	55%	52	22.0

% = estimated time allocation per week for each of the Consultant Project Team resources. If upon the Company’s request, Consultant agrees to allocate additional time for a requested Consultant Resource (“Added Time”) to the estimated average hours worked per Consultant Resource, per week as noted in the above table; provided that, such Added Time is necessary to achieve the identified and assigned objectives.

Length of SOW ("Term")	This SOW # 3 shall be effective through May 16, 2020 ("SOW Initial Term") and shall automatically renew thereafter every thirty (30) days (each, an "SOW Renewal Term") unless one party provides thirty (30) days advanced written notice to the other party of its intent not to renew. The SOW Initial Term and all SOW Renewal Terms are collectively referred to as the "Term." Termination of this SOW # 3 shall be governed by, and completed in accordance with, Section 7 of the Agreement; <i>provided however</i> , that in the event of a termination by Company during the SOW Initial Term, Company agrees to pay Consultant the pro-rata portion of the Service Fees set forth on herein for the thirty (30) day period after such date of the termination notice.
Service Fees	During the Term of this SOW # 3, as compensation for the Services set forth above, Company shall pay Consultant a service fee for each Consultant Resource equal to the amount set forth for each month in the table below (the "Service Fees"). The Service Fee includes compensation allocated in accordance with Section 4.3 of the Agreement, which consists of a cash payment ("Cash Portion") and a grant of common stock of the Company ("Equity Portion"). In the event a Consultant Resource does not perform project work for a complete month or reduces the project time allocation during a particular month, the service fee shall be reduced and pro-rated accordingly when invoiced for the subsequent month.

SERVICE FEES

	March	April	May
Business Analyst - Cash Portion (in accordance with Section 4.4. of the Agreement)	\$[***]	\$[***]	\$[***]
Business Analyst - Equity Portion (in accordance with Section 4.4 of the Agreement)	[***] shares of common stock, as calculated per Section 4.3.2 of the Agreement		

	Service Fees shall not exceed the amounts for each month as set forth herein without the consent of Company. However, in the event that the Company requests, and the Consultant agrees to provide, Added Time, such Added Time shall be billable based on the applicable hourly rate per Consultant Resource. All monthly invoices shall be paid in accordance with Section 4 of the Agreement.
Expenses	Out of pocket expenses associated with this SOW # 3 for airfare, overnight accommodations, meals and other incidental expenses associated with business travel by Consultant or any Consultant Resource on behalf of the Company will be billed as incurred in accordance with Section 4.9 of the Agreement.
Payment Terms	Consultant shall submit invoices at the beginning of each month for Services provided within that month. Invoices shall be paid in accordance with the terms set forth in Section 4 of the Agreement.

It is the intention and understanding of the parties hereto that this Appendix C shall act as an extension of the Agreement and shall not act as a novation of the Agreement. Except as specifically amended hereby, the parties hereto acknowledge and confirm that the Agreement, SOW # 1 and SOW # 2 remain unmodified and in full force and effect and are enforceable in accordance with their respective terms. In the event of any conflict or inconsistency between the Agreement and any SOW, as applicable, the terms and provisions of each SOW shall prevail and be given priority.

All aforementioned Consultant Resources, Time Allocation, and Service Fees are estimates based on the Consultant's current understanding of the Company's requirements, and these estimates are subject to change based on ongoing dialog and discovery of the Company's detailed requirements. If these project updates result in a material change to the overall project, Consultant shall provide a written estimate update, which Company retains the right to review and approve.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

180 CONSULTING, LLC

Name: Greg Shilling

Title: Managing Member

/s/ Greg Shilling

(Signature)

Date: 3/19/2020

STREAMLINE HEALTH SOLUTIONS, INC.

Name: Bill Garvis

Title: Chief Operating Officer

/s/ Bill Garvis

(Signature)

Date: 3/19/2020