BASIS-24 END-USER LICENSE AGREEMENT

This End-user License Agreement between the McLean Hospital Corporation ("McLean"), a Massachusetts not-for-profit corporation and the following agency ("Agency"):

_____

Name or Organization (please type or print)

Address_____

_____

_____

Phone_____

Fax_____

Email_____

McLean's BASIS-24 (Behavior & Symptom Identification Scale) ("BASIS-24") is a 24-item measure for assessing function and psychiatric symptom distress from the patient's point of view, which includes a survey form, an instruction manual, a scoring algorithm, and a reference list.

This End-user License Agreement (the "Agreement") governs the license of the right to use BASIS-24, as incorporated in the **Value Options Product** ("Application") that the Agency has received from **Value Options** (the "Company"). The rights and obligations of the Agency with respect to BASIS-24 set forth herein are further subject to the terms and conditions of the **BASIS-24 Project License Agreement** (the "License Agreement") by and between McLean and the Company, dated September 1, 2009, with respect to the Application.

1. License Grant. McLean hereby grants the Agency a non-transferable, non-exclusive right to use and distribute BASIS-24, in accordance with the terms set forth herein, for use in connection with Company's Application. The Agency may copy, use and distribute BASIS-24 in accordance with the BASIS-24 instructions, only to patients of the Agency's practice, institution or organization.

2. Copying and Reproduction. The Agency may reproduce BASIS-24 in the medium supplied or in other media, but the Agency agrees not to adapt, translate or otherwise modify the content or phrasing of BASIS-24 in any manner. The Agency will ensure that McLean's copyright notice and any other notices included by McLean appear on all copies of BASIS-24 that the Agency reproduces or distributes in any form or medium.

3. Restrictions on Use. BASIS-24 may only be used and distributed by the Agency in connection with the Agency's bona fide mental health care practice and may not be used or distributed for any other purpose. The Agency may not distribute copies of BASIS-24 to other persons/organizations for use by other persons/organizations. The Agency may not charge any client or patient organization or other entity for the use of BASIS-24. The Agency may not distribute BASIS-24, or any product or service derived from it, to others on a commercial basis or make it available to others to do so. To the extent that the Licensing Agreement includes a limitation on the number of concurrent users of the Application at any one time, the same restriction with respect to the number of concurrent users shall apply under the license granted herein.

4. Term and Termination. The license granted herein shall continue in effect for three (3) years from September 1, 2009, and thereafter shall be renewable for additional three (3) year periods by mutual agreement of the parties; provided, however, that in any event, such license shall terminate upon the termination or expiration of the License Agreement between the Agency and Company. If the Agency breached any obligation to McLean under this Agreement, or to the Company under the License Agreement, McLean may terminate the Agreement at any time on thirty (30) days written notice. Upon the earlier of the expiration or termination of this Agreement, if the Agency does not enter into another agreement for the continued use of the Application, shall immediately cease using the Application, and shall return to Company or destroy all such Application and any copies of BASIS-24 in any form or media that are in the Agency's possession.

5. License Fee. The Company is assuming all fees for use of BASIS-24 in accordance with the terms of the License Agreement. The Company's failure to make such payment shall result in the termination of the Agency's license to use BASIS-24 hereunder.

6. Disclaimer of Warranty; Limitations on Remedies. BASIS-24 is provided to the Agency on an "as is" basis. McLean makes no representations regarding its validity, reliability or other characteristics. MCLEAN DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. The Agency releases McLean, its trustees, appointees, employees and agents from any liability in connection with the use of BASIS-24 or any derivative thereof by the Agency, including but not limited to the Application, and the Agency agrees to defend and indemnify McLean and its trustees, appointees, employees and agents from any and all claims and damages in any way arising from the use of BASIS-24 by the Agency or by any other individual or entity obtaining it from the Agency.

7. Intellectual Property Rights. The Agency will not take any action which would in any way jeopardize or be detrimental to any of McLean's patent, copyright, or trademark rights in BASIS-24. The Agency will cooperate with McLean in preserving

the goodwill in the BASIS-24 trademark. The Agency will not use the name or logo of McLean or of any employee or staff member of McLean in any advertising, promotional material or publicity without the prior written approval of the party or person whose name or logo is to be used. McLean retains all rights in BASIS-24, including but not limited to all rights under patent, copyright and trademark laws, not expressly licensed in this Agreement. The Agency's obligations under this Section 7 shall survive any termination or expiration of this Agreement for any reason.

8. Compliance with Laws. The Agency shall use and maintain BASIS-24, and any Application, in compliance with (i) all applicable federal, state, foreign and international laws, regulations, and rules, including without limitation the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191, Subtitle F ("HIPAA"), and regulations from time to time promulgated thereunder, and shall comply in all respects with any HIPAA compliance policy which McLean may adopt from time to time; and (ii) the protocols, rules, policies and other requirements of accrediting agencies, licensors and authorities that are applicable to the operation of the Agency's organization and business.

9. General. This Agreement constitutes the entire agreement between McLean and the Agency with respect to the subject matter hereof. This Agreement shall be interpreted according to the substantive laws of Massachusetts, regardless of the choice of law rules of any jurisdiction. Any claims or legal actions by one party against the other shall be commenced and maintained in a state or federal court located in Massachusetts, and both parties hereby submit to the jurisdiction and venue of any such court. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

ACCEPTED AND AGREED:

_____
Name of Organization (please type or print)

By:_____

Name:_____

Title:_____

Date:_____