STREAMLINE HEALTH SOLUTIONS INC.

FORM 10-K
(Annual Report)

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended January 31, 2016

OR

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

For the transition period from ______to ______

Commission File Number: 000-28132

STREAMLINE HEALTH SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**31-1455414**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1230 Peachtree Street, NE, Suite 600,
Atlanta, GA 30309
(Address of principal executive offices) (Zip Code)
(404) 920-2396
(Registrant's telephone number, including area code)
Securities registered pursuant to Section 12(b) of the Act:
Common Stock, $.01 par value
(Title of Class)
The NASDAQ Stock Market, Inc.
(Name of exchange on which listed)
Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K, or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant, computed using the closing price as reported by The NASDAQ Stock Market, Inc. for the Registrant's Common Stock on July 31, 2015 , was $ 45,488,878 .

The number of shares outstanding of the Registrant's Common Stock, $.01 par value, as of April 15, 2016: 19,361,549.

Documents incorporated by reference:

Portions of Streamline's Proxy Statement for its 2016 Annual Meeting of Stockholders are incorporated by reference into Part III.

FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this Report and in other materials we file with the Securities and Exchange Commission ("SEC") or otherwise make public. In this Report, both Part I, Item 1, "Business," and Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," contain forward-looking statements. In addition, our senior management makes forward-looking statements to analysts, investors, the media and others. Statements with respect to expected revenue, income, receivables, backlog, client attrition, acquisitions and other growth opportunities, sources of funding operations and acquisitions, the integration of our solutions, the performance of our channel partner relationships, the sufficiency of available liquidity, research and development, and other statements of our plans, beliefs or expectations are forward-looking statements. These and other statements using words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "target," "can," "could," "may," "should," "will," "would" and similar expressions also are forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement. The forward-looking statements we make are not guarantees of future performance, and we have based these statements on our assumptions and analyses in light of our experience and perception of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. Forward-looking statements by their nature involve substantial risks and uncertainties that could significantly affect expected results, and actual future results could differ materially from those described in such statements. Management cautions against putting undue reliance on forward-looking statements or projecting any future results based on such statements or present or historical earnings levels.

Among the factors that could cause actual future results to differ materially from our expectations are the risks and uncertainties described under "Risk Factors" set forth in Part I, Item 1A, and the other cautionary statements in other documents we file with the SEC, including the following:

- competitive products and pricing;
- product demand and market acceptance;
- new product development;
- key strategic alliances with vendors that resell our products;
- our ability to control costs;
- availability of products produced by third party vendors;
- the healthcare regulatory environment;
- potential changes in legislation, regulation and government funding affecting the healthcare industry;
- healthcare information systems budgets;
- availability of healthcare information systems trained personnel for implementation of new systems, as well as maintenance of legacy systems;
- the success of our relationships with channel partners;
- fluctuations in operating results;
- critical accounting policies and judgments;
- changes in accounting policies or procedures as may be required by the Financial Accounting Standards Board or other standard-setting organization;
- changes in economic, business and market conditions impacting the healthcare industry, the markets in which we operate and nationally; and
- our ability to maintain compliance with the terms of our credit facilities.

Most of these factors are beyond our ability to predict or control. Any of these factors, or a combination of these factors, could materially affect our future financial condition or results of operations and the ultimate accuracy of our forward-looking statements. There also are other factors that we may not describe (generally because we currently do not perceive them to be material) that could cause actual results to differ materially from our expectations.

We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PART I

ITEM 1. *Business*

Company Overview

Incorporated in 1989, the Company is a leading provider of transformational data-driven solutions for healthcare organizations. The Company provides computer software-based solutions through its Looking Glass® platform. Looking Glass® captures, aggregates and translates structured and unstructured data to deliver intelligently organized, easily accessible predictive insights to its clients. Hospitals and physician groups use the knowledge generated by the Looking Glass® platform to help them reduce exposure to risk, improve clinical, financial and operational performance and improve patient care.

The Company's software solutions are delivered to clients either by purchased fixed-term or perpetual license, where such software is installed locally in the client's data center, or by access to the Company's data center systems through a secure connection in a software as a service (SaaS) delivery method.

The Company operates exclusively in one segment as a provider of health information technology solutions that improve healthcare processes and information flows within a healthcare facility. The Company sells its solutions and services in North America to hospitals and health systems, including physician practices, through its direct sales force and its reseller partnerships.

Unless the context requires otherwise, references to "Streamline Health," the "Company," "we," "us" and "our" are intended to mean Streamline Health Solutions, Inc. All references to a fiscal year refer to the fiscal year commencing February 1 in that calendar year and ending on January 31 of the following calendar year.

Solutions

The Company offers solutions to assist its clients in all areas of the patient care lifecycle including Patient Engagement, Patient Care, Health Information Management (HIM), Coding and Clinical Documentation Improvement (CDI), and Financial Management. Each suite of solutions is designed to improve the flow of critical patient information throughout the enterprise. Each of the Company's solutions helps to transform and structure information between disparate information technology systems into actionable data, giving the end user comprehensive access to clinical and business intelligence to enable better decision-making. All solutions can be delivered either by perpetual license or fixed-term installed locally or accessed securely through SaaS.

Patient Engagement Solutions - These solutions assist clients with patient access at the very beginning of the care continuum, before care has been provided. Individual workflows include a patient portal, physician referral, patient eligibility and authorization, patient payment including charity management and patient scheduling. Many of these solutions assist clients in the completion of patient records by capturing, storing and intelligently distributing the unstructured data that exists at all touch points throughout the patient care continuum. They create a permanent, document-based repository of historical health information that integrates seamlessly with existing clinical, financial and administrative information systems.

Patient Care Solutions - These solutions enable healthcare providers to improve their patient care through individual workflows such as clinical analytics, operating room management, physician portal and care coordination. The Company's Looking Glass® platform delivers industry leading clinical analytics that foster an open, continuous learning culture inside a healthcare organization empowering it with real-time, on-demand predictive insight for improved patient outcomes.

HIM, Coding & CDI Solutions - These solutions provide an integrated web-based software suite that enhances the productivity of CDI and Coding staff and enables the seamless sharing of patient data. This suite of solutions includes individual workflows such as content management, release of information, computer-assisted coding (eCAC), CDI, abstracting and physician query. The eCAC solution includes patented Natural Language Processing (NLP) that streamlines concurrent chart review and coding workflows.

Financial Management Solutions - These solutions enable staff across the healthcare enterprise to drill down quickly and deeply into actionable and real-time financial data and key performance indicators to improve revenue realization and staff efficiency. This suite of solutions includes individual workflows such as accounts receivable management, denials management, claims processing, spend management and audit management. These solutions provide dashboards, data mining tools and prescriptive reporting, which help to simplify, facilitate and optimize overall revenue cycle performance of the healthcare enterprise. The financial management suite of solutions is used to improve the quality and accuracy of the data captured via our Patient Engagement solutions during patient admission, registration and scheduling. These solutions are also used to increase the completion and accuracy of patient charts and related coding, improve accounts receivable collections, reduce and manage denials, and improve audit outcomes.

Services

Custom Integration Services — The Company's professional services team works with clients to design custom integrations that integrate data to or from virtually any clinical, financial, or administrative system. By taking data and documents from multiple, disparate systems and bringing them into one streamlined system, clients are able to maximize efficiencies and increase operational performance. The Company's professional services team also creates custom integrations that transfer data from the Company's solutions into the client's external or internal systems.

Training Services — Training courses are offered to help clients quickly learn to use our solutions in the most efficient manner possible. Training sessions are available on-site or off for as few as one person or multiple staff members.

Electronic Image Conversion — The Company's electronic image conversion service allows organizations to protect their repository of images while taking advantage of its content management technology. Electronic image conversion creates one repository that integrates directly with our clinical content management system. This service is available via the SaaS model or for locally-installed solutions.

Database Monitoring Services — The Company's advanced database monitoring services for locally-installed clients help lighten the burden of ongoing system monitoring by the client's information technology staff and ensure a continual, stable production environment. The Company's database administrators ensure the client's system is running optimally with weekly, manual checks of the database environment to identify system issues that may require further attention. Monitoring is done through protected connections to data security.

Clients and Strategic Partners

The Company continues to provide transformational data-driven solutions to some of the finest, most well respected healthcare enterprises in the United States and Canada. Clients are geographically dispersed throughout North America, with heaviest concentration in the New York metropolitan area, Philadelphia, Texas, Southern California and the west coast of Florida.

In December 2007, the Company entered into an agreement with Telus Health (formerly Emergis, Inc.), a large international telecommunications corporation based in Canada, pursuant to which Telus Health integrates the Company's document management repository and document workflow applications into its Oacis (Open Architecture Clinical Information System) Electronic Health Record solution. Through this agreement, the Company receives revenues from Canadian hospitals that use the document management system.

In May 2012, the Company entered into a cross marketing agreement with RevPoint Health (formerly nTelegent), an automated workflow process provider with embedded real-time quality assurance functionality designed to enhance the patient registration process, decrease denials, reduce returned mail and complement the solution's core focus of improving upfront cash. Under the terms of the agreement, RevPoint is permitted to utilize the Streamline Health business analytics solution to facilitate the increase of upfront cash and cash on hand, as well as reduce accounts receivable days and bad debt for clients. The companies offer each other's services to their respective client bases to help maximize revenue cycle performance.

In December 2012, the Company entered into a cross marketing agreement with RSource, a leading provider of receivables management recovery solutions for healthcare providers. Under the terms of the agreement, RSource utilizes the Streamline Health business analytics solution to facilitate the revenue recovery services it provides to its clients, known as RCover. With Streamline's Looking Glass® Financial Management solutions, RSource is able to identify financial opportunities for its clients and to work with any data set to generate fast, sustainable return on investment. In addition, the companies offer each other's services to their respective client bases to help maximize revenue cycle performance.

During fiscal year 2015 , no individual client accounted for 10% or more of our total revenues. Two clients represented 13% and 12% , respectively, of total accounts receivable as of January 31, 2016 .

During fiscal year 2014 , no individual client accounted for 10% or more of our total revenues. Two clients represented 16% and 10% , respectively, of total accounts receivable as of January 31, 2015 .

For more information regarding our major clients, please see "Risks Relating to Our Business - Our sales have been concentrated in a small number of clients" in Part 1, Item 1A, Risk Factors.

Business Segments

We manage our business as one single business segment. For our total assets at January 31, 2016 and 2015 and total revenue and net loss for the fiscal years ended January 31, 2016 and 2015 , see our consolidated financial statements included in Part II, Item 8 herein.

Contracts

The Company enters into master agreements with its clients that specify the scope of the system to be installed and services to be provided by the Company, as well as the agreed-upon aggregate price and the timetable for services. Typically these are multi-element arrangements that include a perpetual or term license installed locally at the client site (or the right to use the Company's solutions as a part of SaaS services), and an initial maintenance term and any third-party components including hardware and software (included with SaaS services), as well as professional services for implementation, integration, process engineering, optimization and training. If the client purchases solutions via SaaS, the client is billed periodically for a specified term from one to seven years in length. The SaaS fee includes all maintenance and support services. The Company also generally provides SaaS clients professional services for implementation, integration, process engineering, optimization and training. Professional services are typically fixed-fee or hourly arrangements billable to clients based on agreed-to milestones or monthly.

The commencement of revenue recognition varies depending on the size and complexity of the system, the implementation schedule requested by the client and usage by clients of SaaS. Therefore, it is difficult for the Company to accurately predict the revenue it expects to achieve in any particular period. The Company's master agreements generally provide that the client may terminate its agreement upon a material breach by the Company or may delay certain aspects of the installation. A termination or installation delay of one or more phases of an agreement, or the failure of the Company to procure additional agreements, could have a material adverse effect on the Company's business, financial condition, and results of operations. Historically, the Company has not experienced a material amount of contract cancellations; however, the Company sometimes experiences delays in the course of contract performance and the Company accounts for them accordingly.

License fees

The Company incorporates software licensed from various vendors into its proprietary software. In addition, third-party, stand-alone software is required to operate the Company's proprietary software. The Company licenses these software products and pays the required license fees when such software is delivered to clients. For information regarding royalty agreements, see Note 3 to our consolidated financial statements included in Part II, Item 8 herein.

Associates

As of January 31, 2016 , the Company had 123 associates, with no net changes occurring during fiscal 2015 . The Company utilizes independent contractors to supplement its staff, as needed. None of the Company's associates are represented by a labor union or subject to a collective bargaining agreement. The Company has never experienced a work stoppage and believes that its employee relations are good. The Company's success depends, to a significant degree, on its management, sales and technical personnel.

For more information on contracts, backlog, acquisitions and research and development, see also Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Competition

Several companies historically have dominated the clinical information system software market and several of these companies have either acquired, developed or are developing their own document management and workflow technologies. The industry is undergoing consolidation and realignment as companies position themselves to compete more effectively. Strategic alliances between vendors offering HIM workflow and document management technologies and vendors of other healthcare systems are increasing. Barriers to entry to this market include technological and application sophistication, the ability to offer a proven product, a well-established client base and distribution channels, brand recognition, the ability to operate on a variety of operating systems and hardware platforms, the ability to integrate with pre-existing systems and capital for sustained development and marketing activities. The Company believes that these obstacles taken together represent a moderate to high-level barrier to entry. The Company has many competitors including clinical information system vendors that are larger, more established and have substantially more resources than the Company.

The Company believes that the principal competitive factors in its market are client recommendations and references, company reputation, system reliability, system features and functionality (including ease of use), technological advancements, client service and support, breadth and quality of the systems, the potential for enhancements and future compatible products, the effectiveness of marketing and sales efforts, price, and the size and perceived financial stability of the vendor. In addition, the Company believes that the speed with which companies in its market can anticipate the evolving healthcare industry structure and identify unmet needs are important competitive factors.

Requests for Documents

Copies of documents filed by the Company with the SEC, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and all amendments to those reports and statements, if any, can be found at the web site http://investor.streamlinehealth.net as soon as practicable after such material is electronically filed with, or furnished to, the SEC. The information contained on the Company's website is not part of, or incorporated by reference, into this annual report on Form 10-K. Copies can be downloaded free of charge from the Company's web site or directly from the SEC web site, http://www.sec.gov. Also, copies of the Company's annual report on Form 10-K will be made available, free of charge, upon written request to the Company, attention: Corporate Secretary, 1230 Peachtree Street, NE, Suite 600, Atlanta, GA 30309.

Materials that the Company files with the SEC may also be read and copied at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549, on official business days during the hours of 10:00 am to 3:00 pm. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330.

ITEM 1A. ***Risk Factors***

An investment in our common stock or other securities involves a number of risks. You should carefully consider each of the risks described below before deciding to invest in our common stock or other securities. If any of the following risks develops into actual events, our business, financial condition or results of operations could be negatively affected, the market price of our common stock or other securities could decline, and you may lose all or part of your investment.

Risks Relating to Our Business

Our sales have been concentrated in a small number of clients.

Our revenues have been concentrated in a relatively small number of large clients, and we have historically derived a substantial percentage of our total revenues from a few clients. For the fiscal years ended January 31, 2016 and 2015 , our five largest clients accounted for 28% and 24% of our total revenues, respectively. If one or more clients terminate all or any portion of a master agreement or delay installations or if we fail to procure additional agreements, there could be a material adverse effect on our business, financial condition and results of operations.

A significant increase in new software as a service ("SaaS") contracts could reduce near-term profitability and require a significant cash outlay, which could adversely affect near term cash flow and financial flexibility.

If new or existing clients purchase significant amounts of our SaaS services, we may have to expend a significant amount of initial setup costs and time before those new clients are able to begin using such services, and we cannot begin to recognize revenues from those SaaS agreements until the commencement of such services. Accordingly, we anticipate that our near-term cash flow, revenue and profitability may be adversely affected by significant incremental setup costs from new SaaS clients that would not be offset by revenue until new SaaS clients go into production. While we anticipate long-term growth in profitability through increases in recurring SaaS subscription fees and significantly improved profit visibility, any inability to adequately finance setup costs for new SaaS solutions could result in the failure to put new SaaS solutions into production, and could have a material adverse effect on our liquidity, financial position and results of operations. In addition, this near-term cash flow demand could adversely impact our financial flexibility and cause us to forego otherwise attractive business opportunities or investments.

The potential impact on us of new or changes in existing federal, state and local regulations governing healthcare information could be substantial.

Healthcare regulations issued to date have not had a material adverse effect on our business. However, we cannot predict the potential impact of new or revised regulations that have not yet been released or made final, or any other regulations that might be adopted. The U.S. Congress may adopt legislation that may change, override, conflict with or preempt the currently existing regulations and which could restrict the ability of clients to obtain, use or disseminate patient health information. Although the features and architecture of our existing solutions can be modified, it may be difficult to address the changing regulation of healthcare information.

The healthcare industry is highly regulated. Any material changes in the political, economic or regulatory healthcare environment that affect the group purchasing business or the purchasing practices and operations of healthcare organizations, or that lead to consolidation in the healthcare industry, could require us to modify our services or reduce the funds available to providers to purchase our solutions and services.

Our business, financial condition and results of operations depend upon conditions affecting the healthcare industry generally and hospitals and health systems particularly. Our ability to grow will depend upon the economic environment of the healthcare industry generally, as well as our ability to increase the number of solutions that we sell to our clients. The healthcare industry is highly regulated and is subject to changing political, economic and regulatory influences. Factors such as changes in reimbursement policies for healthcare expenses, consolidation in the healthcare industry, regulation, litigation and general economic conditions affect the purchasing practices, operation and, ultimately, the operating funds of healthcare organizations. In particular, changes in regulations affecting the healthcare industry, such as any increased regulation by governmental agencies of the purchase and sale of medical products, or restrictions on permissible discounts and other financial arrangements, could require us to make unplanned modifications of our solutions and services, or result in delays or cancellations of orders or reduce funds and demand for our solutions and services.

Our clients derive a substantial portion of their revenue from third-party private and governmental payors, including through Medicare, Medicaid and other government-sponsored programs. Our sales and profitability depend, in part, on the extent to which coverage of and reimbursement for medical care provided is available from governmental health programs, private health insurers, managed care plans and other third-party payors. If governmental or other third-party payors materially reduce reimbursement rates or fail to reimburse our clients adequately, our clients may suffer adverse financial consequences, which in turn, may reduce the demand for and ability to purchase our solutions or services.

We face significant competition, including from companies with significantly greater resources.

We currently compete with many other companies for the licensing of similar software solutions and related services. Several companies historically have dominated the clinical information systems software market and several of these companies have either acquired, developed or are developing their own content management, analytics and coding/clinical documentation improvement solutions as well as the resultant workflow technologies. The industry is undergoing consolidation and realignment as companies position themselves to compete more effectively. Many of these companies are larger than us and have significantly more resources to invest in their businesses. In addition, information and document management companies serving other industries may enter the market. Suppliers and companies with whom we may establish strategic alliances also may compete with us. Such companies and vendors may either individually, or by forming alliances excluding us, place bids for large agreements in competition with us. A decision on the part of any of these competitors to focus additional resources in any one of our three solutions stacks (content management, analytics and coding/clinical documentation improvement), workflow technologies or other markets addressed by us could have a material adverse effect on us.

The healthcare industry is evolving rapidly, which may make it more difficult for us to be competitive in the future.

The U.S. healthcare system is under intense pressure to improve in many areas, including modernization, universal access and controlling skyrocketing costs of care. We believe that the principal competitive factors in our market are client recommendations and references, company reputation, system reliability, system features and functionality (including ease of use), technological advancements, client service and support, breadth and quality of the systems, the potential for enhancements and future compatible solutions, the effectiveness of marketing and sales efforts, price and the size and perceived financial stability of the vendor. In addition, we believe that the speed with which companies in our market can anticipate the evolving healthcare industry structure and identify unmet needs are important competitive factors. If we are unable to keep pace with changing conditions and new developments, we will not be able to compete successfully in the future against existing or potential competitors.

Rapid technology changes and short product life cycles could harm our business.

The market for our solutions and services is characterized by rapidly changing technologies, regulatory requirements, evolving industry standards and new product introductions and enhancements that may render existing solutions obsolete or less competitive. As a result, our position in the healthcare information technology market could change rapidly due to unforeseen changes in the features and functions of competing products, as well as the pricing models for such products. Our future success will depend, in part, upon our ability to enhance our existing solutions and services and to develop and introduce new solutions and services to meet changing requirements. Moreover, competitors may develop competitive products that could adversely affect our operating results. We need to maintain an ongoing research and development program to continue to develop new solutions and apply new technologies to our existing solutions but may not have sufficient funds with which to undertake such required research and development. If we are not able to foresee changes or to react in a timely manner to such developments, we may experience a material, adverse impact on our business, operating results and financial condition.

Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our solutions and services.

Our intellectual property, which represents an important asset to us, has some protection against infringement through copyright and trademark law. We generally have little patent protection on our software. We rely upon license agreements, employment agreements, confidentiality agreements, nondisclosure agreements and similar agreements to maintain the confidentiality of our proprietary information and trade secrets. Notwithstanding these precautions, others may copy, reverse engineer or design independently, technology similar to our solutions. If we fail to protect adequately our intellectual property through trademarks and copyrights, license agreements, employment agreements, confidentiality agreements, nondisclosure agreements or similar agreements, our intellectual property rights may be misappropriated by others, invalidated or challenged, and our competitors could duplicate our technology or may otherwise limit any competitive technology advantage we may have. It may be necessary to litigate to enforce or defend our proprietary technology or to determine the validity of the intellectual property rights of others. Any litigation could be successful or unsuccessful, may result in substantial cost and require significant attention by management and technical personnel.

Due to the rapid pace of technological change, we believe our future success is likely to depend upon continued innovation, technical expertise, marketing skills and client support and services rather than on legal protection of our intellectual property rights. However, we have in the past aggressively asserted our intellectual property rights when necessary and intend to do so in the future.

We could be subjected to claims of intellectual property infringement that could be expensive to defend.

While we do not believe that our solutions and services infringe upon the intellectual property rights of third parties, the potential for intellectual property infringement claims continually increases as the number of software patents and copyrighted and trademarked materials continues to rapidly expand. Any claim for intellectual property right infringement, even if not meritorious, could be expensive to defend. If we were held liable for infringing third party intellectual property rights, we could incur substantial damage awards, and potentially be required to cease using the technology, produce non-infringing technology or obtain a license to use such technology. Such potential liabilities or increased costs could be material to us.

Over the last several years, we have completed a number of acquisitions and may undertake additional acquisitions in the future. Any failure to adequately integrate past and future acquisitions into our business could have a material adverse effect on us.

Over the last several years, we have completed several acquisitions of businesses through asset and stock purchases. We expect that we will make additional acquisitions in the future.

Acquisitions involve a number of risks, including, but not limited to:

- the potential failure to achieve the expected benefits of the acquisition, including the inability to generate sufficient revenue to offset acquisition costs, or the inability to achieve expected synergies or cost savings;
- unanticipated expenses related to acquired businesses or technologies and their integration into our existing businesses or technology;
- the diversion of financial, managerial, and other resources from existing operations;
- the risks of entering into new markets in which we have little or no experience or where competitors may have stronger positions;
- potential write-offs or amortization of acquired assets or investments;
- the potential loss of key employees, clients, or partners of an acquired business;
- delays in client purchases due to uncertainty related to any acquisition;
- potential unknown liabilities associated with an acquisition; and
- the tax effects of any such acquisitions.

If we fail to successfully integrate acquired businesses or fail to implement our business strategies with respect to acquisitions, we may not be able to achieve projected results or support the amount of consideration paid for such acquired businesses, which could have an adverse effect on our business and financial condition.

Finally, if we finance acquisitions by issuing equity or convertible or other debt securities, our existing stockholders may be diluted, or we could face constraints related to the terms of and repayment obligations related to the incurrence of indebtedness. This could adversely affect the market price of our securities.

Third party products are essential to our software.

Our software incorporates software licensed from various vendors into our proprietary software. In addition, third-party, stand-alone software is required to operate some of our proprietary software modules. The loss of the ability to use these third-party products, or ability to obtain substitute third-party software at comparable prices, could have a material adverse effect on our ability to license our software.

Our solutions may not be error-free and could result in claims of breach of contract and liabilities.

Our solutions are very complex and may not be error-free, especially when first released. Although we perform extensive testing, failure of any solution to operate in accordance with its specifications and documentation could constitute a breach of the license agreement and require us to correct the deficiency. If such deficiency is not corrected within the agreed-upon contractual limitations on liability and cannot be corrected in a timely manner, it could constitute a material breach of a contract allowing the termination thereof and possibly subjecting us to liability. Also, we sometimes indemnify our clients against third-party infringement claims. If such claims are made, even if they are without merit, they could be expensive to defend. Our license and SaaS agreements generally limit our liability arising from these types of claims, but such limits may not be enforceable in some jurisdictions or under some circumstances. A significant uninsured or under-insured judgment against us could have a material adverse impact on us.

We could be liable to third parties from the use of our solutions.

Our solutions provide access to patient information used by physicians and other medical personnel in providing medical care. The medical care provided by physicians and other medical personnel are subject to numerous medical malpractice and other claims. We attempt to limit any potential liability of ours to clients by limiting the warranties on our solutions in our agreements with our clients (i.e., healthcare providers). However, such agreements do not protect us from third-party claims by patients who may seek damages from any or all persons or entities connected to the process of delivering patient care. We maintain insurance, which provides limited protection from such claims, if such claims result in liability to us. Although no such claims have been brought against us to date regarding injuries related to the use of our solutions, such claims may be made in the future. A significant uninsured or under-insured judgment against us could have a material adverse impact on us.

Our SaaS and support services could experience interruptions.

We provide SaaS for many clients, including the storage of critical patient, financial and administrative data. In addition, we provide support services to clients through our client support organization. We have redundancies, such as backup generators, redundant telecommunications lines and backup facilities built into our operations to prevent disruptions. However, complete failure of all generators or impairment of all telecommunications lines or severe casualty damage to the primary building or equipment inside the primary building housing our hosting center or client support facilities could cause a temporary disruption in operations and adversely affect clients who depend on the application hosting services. Any interruption in operations at our data center or client support facility could cause us to lose existing clients, impede our ability to obtain new clients, result in revenue loss, cause potential liability to our clients and increase our operating costs.

Our SaaS solutions are provided over an internet connection. Any breach of security or confidentiality of protected health information could expose us to significant expense and harm our reputation.

We provide remote SaaS solutions for clients, including the storage of critical patient, financial and administrative data. We have security measures in place to prevent or detect misappropriation of protected health information. We must maintain facility and systems security measures to preserve the confidentiality of data belonging to clients as well as their patients that resides on computer equipment in our data center, which we handle via application hosting services, or that is otherwise in our possession. Notwithstanding efforts undertaken to protect data, it can be vulnerable to infiltration as well as unintentional lapse. If confidential information is compromised, we could face claims for contract breach, penalties and other liabilities for violation of applicable laws or regulations, significant costs for remediation and re-engineering to prevent future occurrences and serious harm to our reputation.

The loss of key personnel could adversely affect our business.

Our success depends, to a significant degree, on our management, sales force and technical personnel. We must recruit, motivate and retain highly skilled managers, sales, consulting and technical personnel, including solution programmers, database specialists, consultants and system architects who have the requisite expertise in the technical environments in which our solutions operate. Competition for such technical expertise is intense. Our failure to attract and retain qualified personnel could have a material adverse effect on us.

Our future success depends upon our ability to grow, and if we are unable to manage our growth effectively, we may incur unexpected expenses and be unable to meet our clients' requirements.

We will need to expand our operations if we successfully achieve greater demand for our products and services. We cannot be certain that our systems, procedures, controls and human resources will be adequate to support expansion of our operations. Our future operating results will depend on the ability of our officers and employees to manage changing business conditions and to implement and improve our technical, administrative, financial control and reporting systems. We may not be able to expand and upgrade our systems and infrastructure to accommodate these increases. Difficulties in managing any future growth, including as a result of integrating any prior or future acquisition with our existing businesses, could cause us to incur unexpected expenses, render us unable to meet our clients' requirements, and consequently have a significant negative impact on our business, financial condition and operating results.

We may not have access to sufficient or cost-efficient capital to support our growth, execute our business plans and remain competitive in our markets.

As our operations grow and as we implement our business strategies, we expect to use both internal and external sources of capital. In addition to cash flow from normal operations, we may need additional capital in the form of debt or equity to operate and to support our growth, execute our business plans and remain competitive in our markets. We may have no or limited availability to such external capital, in which case our future prospects may be materially impaired. Furthermore, we may not be able to access external sources of capital on reasonable or favorable terms. Our business operations could be subject to both financial and operational covenants that may limit the activities we may undertake, even if we believe they would benefit our company.

Potential disruptions in the credit markets may adversely affect our business, including the availability and cost of short-term funds for liquidity requirements and our ability to meet long-term commitments, which could adversely affect our results of operations, cash flows and financial condition.

If internally generated funds are not available from operations, we may be required to rely on the banking and credit markets to meet our financial commitments and short-term liquidity needs. Our access to funds under our revolving credit facility or pursuant to arrangements with other financial institutions is dependent on the financial institution's ability to meet funding commitments. Financial institutions may not be able to meet their funding commitments if they experience shortages of capital and liquidity or if they experience high volumes of borrowing requests from other borrowers within a short period of time.

We must maintain compliance with the terms of our existing credit facilities. The failure to do so could have a material adverse effect on our ability to finance our ongoing operations and we may not be able to find an alternative lending source if a default occurs.

In November 2014, we entered into a Credit Agreement (the "Credit Agreement") with Wells Fargo Bank, N.A., as administrative agent, and other lender parties thereto. Pursuant to the Credit Agreement, the lenders agreed to provide a $10,000,000 senior term loan and a $5,000,000 revolving line of credit to our primary operating subsidiary. At closing, the Company repaid indebtedness under its prior credit facility using approximately $7,400,000 of the proceeds provided by the term loan. The prior credit facility with Fifth Third Bank was terminated concurrent with the entry of the Credit Agreement. The Credit Agreement includes customary financial covenants, including the requirements that the Company maintain certain minimum liquidity and achieve certain minimum EBITDA levels.

On April 15, 2015, we received a waiver from the lender for noncompliance with the minimum EBITDA covenant at January 31, 2015. Pursuant to the terms of the waiver and amendment to the Credit Agreement, from April 30, 2016 and each quarter thereafter, we must reach agreement with the lenders as to the minimum applicable amount of EBITDA we are required to achieve based on the most recent financial projections we submit to the lenders under the Credit Agreement. If we are unable to reach agreement with the lenders, or if the lenders do not approve our projections, we will be in immediate breach of the minimum EBITDA covenant. Additionally, pursuant to the terms of the waiver and amendment to the Credit Agreement, we are required to maintain additional minimum liquidity of at least (i) $5,000,000 through April 15, 2015, (ii) $6,500,000 from April 16, 2015 through and including July 30, 2015, (iii) $7,000,000 from July 31, 2015 through and including January 30, 2016, and (iv) $7,500,000 from January 31, 2016 through and including the maturity date of the credit facility. The Company was in compliance with the applicable loan covenants at January 31, 2016.

If we do not maintain compliance with all of the continuing covenants and other terms and conditions of the credit facility or secure a waiver for any non-compliance, we could be required to repay outstanding borrowings on an accelerated basis, which could subject us to decreased liquidity and other negative impacts on our business, results of operations and financial condition. Furthermore, if we needed to do so, it may be difficult for us to find an alternative lending source. In addition, because our assets are pledged as a security under our credit facilities, if we are not able to cure any default or repay outstanding borrowings, our assets are subject to the risk of foreclosure by our lenders. Without a sufficient credit facility, we would be adversely affected by a lack of access to liquidity needed to operate our business. Any disruption in access to credit could force us to take measures to conserve cash, such as deferring important research and development expenses, which measures could have a material adverse effect on us.

Our outstanding preferred stock and warrants have significant redemption and repayment rights that could have a material adverse effect on our liquidity and available financing for our ongoing operations.

In August 2012, we completed a private offering of preferred stock, warrants and convertible notes to a group of investors for gross proceeds of $12 million. In November 2012, the convertible notes converted into shares of preferred stock. The preferred stock is redeemable at the option of the holders thereof anytime after August 31, 2016 if not previously converted into shares of common stock. We may not achieve the thresholds required to trigger automatic conversion of the preferred stock, and alternatively, holders may not voluntarily elect to convert the preferred stock into common stock. The election of the holders of our preferred stock to redeem the preferred stock could subject us to decreased liquidity and other negative impacts on our business, results of operations, and financial condition. Under the terms of the Subordination and Intercreditor Agreement among the preferred stockholders, the Company and Wells Fargo, our obligation to redeem the preferred stock is subordinated to our obligations under the senior term loan. For additional information regarding the terms, rights and preferences of the preferred stock and warrants, see Note 14 to our consolidated financial statements included in Part II, Item 8 herein and our other SEC filings.

Current economic conditions in the United States and globally may have significant effects on our clients and suppliers that could result in material adverse effects on our business, operating results and stock price.

Current economic conditions in the United States and globally and the concern that the worldwide economy may enter into a prolonged stagnant period could materially adversely affect our clients' access to capital or willingness to spend capital on our solutions and services or their levels of cash liquidity with which to pay for solutions that they will order or have already ordered from us. Continued challenging economic conditions also would likely negatively impact our business, which could result in: (1) reduced demand for our solutions and services; (2) increased price competition for our solutions and services; (3) increased risk of collectability of cash from our clients; (4) increased risk in potential reserves for doubtful accounts and write-offs of accounts receivable; (5) reduced revenues; and (6) higher operating costs as a percentage of revenues.

All of the foregoing potential consequences of the current economic conditions are difficult to forecast and mitigate. As a consequence, our operating results for a particular period are difficult to predict, and, therefore, prior results are not necessarily indicative of future results. Any of the foregoing effects could have a material adverse effect on our business, results of operations, and financial condition and could adversely affect the market price of our common stock and other securities.

The variability of our quarterly operating results can be significant.

Our operating results have fluctuated from quarter-to-quarter in the past, and we may experience continued fluctuations in the future. Future revenues and operating results may vary significantly from quarter-to-quarter as a result of a number of factors, many of which are outside of our control. These factors include: the relatively large size of client agreements; unpredictability in the number and timing of system sales and sales of application hosting services; length of the sales cycle; delays in installations; changes in client's financial condition or budgets; increased competition; the development and introduction of new products and services; the loss of significant clients or remarketing partners; changes in government regulations, particularly as they relate to the healthcare industry; the size and growth of the overall healthcare information technology markets; any liability and other claims that may be asserted against us; our ability to attract and retain qualified personnel; national and local general economic and market conditions; and other factors discussed in this report and our other filings with the SEC.

The preparation of our financial statements requires the use of estimates that may vary from actual results.

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make significant estimates that affect the financial statements. Due to the inherent nature of these estimates, we may be required to significantly increase or decrease such estimates upon determination of the actual results. Any required adjustments could have a material adverse effect on us and on the results of operations, and could result in the restatement of our prior period financial statements.

Failure to improve and maintain the quality of internal control over financial reporting and disclosure controls and procedures or other lapses in compliance could materially and adversely affect our ability to provide timely and accurate financial information about us or subject us to potential liability.

In connection with the preparation of the consolidated financial statements for each of our fiscal years, our management conducts a review of our internal control over financial reporting. We are also required to maintain effective disclosure controls and procedures. Any failure to maintain adequate controls or to adequately implement required new or improved controls could harm operating results, or cause failure to meet reporting obligations in a timely and accurate manner.

Our operations are subject to foreign currency exchange rate risk.

In connection with our expansion into foreign markets, which primarily consists of Canada, we sometimes receive payment in currencies other than the U.S. dollar. Accordingly, changes in exchange rates, and in particular a strengthening of the U.S. dollar, will negatively affect our net sales and gross margins from our non-U.S. dollar-denominated revenue, as expressed in U.S. dollars. There is also a risk that we will have to adjust the pricing of solutions denominated in foreign currencies when there has been significant volatility in foreign currency exchange rates.

Risks Relating to an Investment in Our Securities

The market price of our common stock is likely to be highly volatile as the stock market in general can be highly volatile.

The public trading of our common stock is based on many factors that could cause fluctuation in the price of our common stock. These factors may include, but are not limited to:

- General economic and market conditions;
- Actual or anticipated variations in annual or quarterly operating results;
- Lack of or negative research coverage by securities analysts;
- Conditions or trends in the healthcare information technology industry;
- Changes in the market valuations of other companies in our industry;
- Announcements by us or our competitors of significant acquisitions, strategic partnerships, divestitures, joint ventures or other strategic initiatives;
- Announced or anticipated capital commitments;
- Ability to maintain listing of our common stock on The Nasdaq Stock Market;
- Additions or departures of key personnel; and
- Sales and repurchases of our common stock by us, our officers and directors or our significant stockholders, if any.

Most of these factors are beyond our control. These factors may cause the market price of our common stock to decline, regardless of our operating performance or financial condition.

If equity research analysts do not publish research reports about our business or if they issue unfavorable commentary or downgrade our common stock, the price of our common stock could decline.

The trading market for our common stock may rely in part on the research and reports that equity research analysts publish about our business and us. We do not control the opinions of these analysts. The price of our stock could decline if one or more equity analysts downgrade our stock or if those analysts issue other unfavorable commentary or cease publishing reports about our business or us. Furthermore, if no equity research analysts conduct research or publish reports about our business and us, the market price of our common stock could decline.

All of our debt obligations, our existing preferred stock and any preferred stock that we may issue in the future will have priority over our common stock with respect to payment in the event of a bankruptcy, liquidation, dissolution or winding up.

In any bankruptcy, liquidation, dissolution or winding up of the Company, our shares of common stock would rank in right of payment or distribution below all debt claims against us and all of our outstanding shares of preferred stock, if any. As a result, holders of our shares of common stock will not be entitled to receive any payment or other distribution of assets in the event of a bankruptcy or upon a liquidation or dissolution until after all of our obligations to our debt holders and holders of preferred stock have been satisfied. Accordingly, holders of our common stock may lose their entire investment in the event of a bankruptcy, liquidation, dissolution or winding up of our company. Similarly, holders of our preferred stock would rank junior to our debt holders and creditors in the event of a bankruptcy, liquidation, dissolution or winding up of the Company.

There may be future sales or other dilution of our equity, which may adversely affect the market price of our common stock.

We are generally not restricted from issuing in public or private offerings additional shares of common stock or preferred stock (except for certain restrictions under the terms of our outstanding preferred stock), and other securities that are convertible into or exchangeable for, or that represent a right to receive, common stock or preferred stock or any substantially similar securities. Such offerings represent the potential for a significant increase in the number of outstanding shares of our common stock. The market price of our common stock could decline as a result of sales of common stock or preferred stock or similar securities in the market made after an offering or the perception that such sales could occur.

In addition to our currently outstanding preferred stock, the issuance of an additional series of preferred stock could adversely affect holders of shares of our common stock, which may negatively impact your investment.

Our Board of Directors is authorized to issue classes or series of preferred stock without any action on the part of the stockholders. The Board of Directors also has the power, without stockholder approval, to set the terms of any such classes or series of preferred stock that may be issued, including rights and preferences over the shares of common stock with respect to dividends or upon our dissolution, winding-up and liquidation and other terms. If we issue preferred stock in the future that has a preference over the shares of our common stock with respect to the payment of dividends or upon our dissolution, winding up and liquidation, or if we issue preferred stock with voting rights that dilute the voting power of the shares of our common stock, the rights of the holders of shares of our common stock or the market price of our common stock could be adversely affected.

As of January 31, 2016, we had 2,949,995 shares of preferred stock outstanding. For additional information regarding the terms, rights and preferences of such stock, see Note 14 to our consolidated financial statements included in Part II, Item 8 herein and our other SEC filings.

We do not currently intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend solely on appreciation in the price of our common stock.

We have never declared or paid any cash dividends on our common stock and do not currently intend to do so for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Therefore, you are not likely to receive any dividends on your common stock for the foreseeable future and the success of an investment in shares of our common stock will depend upon any future appreciation in its value. The trading price of our common stock could decline and you could lose all or part of your investment.

Sales of shares of our common stock or securities convertible into our common stock in the public market may cause the market price of our common stock to fall.

The issuance of shares of our common stock or securities convertible into our common stock in an offering from time to time could have the effect of depressing the market price for shares of our common stock. In addition, because our common stock is thinly traded, resales of shares of our common stock by our largest stockholders or insiders could have the effect of depressing market prices for our common stock.

Note Regarding Risk Factors

The risk factors presented above are all of the ones that we currently consider material. However, they are not the only ones facing our company. Additional risks not presently known to us, or which we currently consider immaterial, may also adversely affect us. There may be risks that a particular investor views differently from us, and our analysis might be wrong. If any of the risks that we face actually occur, our business, financial condition and operating results could be materially adversely affected and could differ materially from any possible results suggested by any forward-looking statements that we have made or might make. In such case, the market price of our common stock or other securities could decline and you could lose all or part of your investment. **We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.**

ITEM 1B. ***Unresolved Staff Comments***

None.

ITEM 2. ***Properties***

The Company's principal offices are located at 1230 Peachtree Street, NE, Suite 600, Atlanta, GA 30309. The Company leases all of its properties. For fiscal 2015, the aggregate rental expense for the Company's leased properties was $1,220,000 . The following table provides information regarding each property currently leased by the Company.

Location	Area (Sq. Feet)	Principal Business Function	End of Term	Renewal Option
Atlanta, GA	24,335	Corporate Office	November 30, 2022	None
New York, NY	10,350	Satellite Office	November 29, 2019	None

The Company believes that its facilities are adequate for its current needs and that suitable alternative space is available to accommodate expansion of the Company's operations.

ITEM 3. ***Legal Proceedings***

We are, from time to time, a party to various legal proceedings and claims, which arise in the ordinary course of business. Other than the matter described under Note 13 to our consolidated financial statements included in Part II, Item 8 herein, we are not aware of any legal matters that could have a material adverse effect on our consolidated results of operations, financial position, or cash flows.

ITEM 4. ***Mine Safety Disclosures***

Not applicable.

PART II

ITEM 5. ***Market For Registrant's Common Equity, Related Stockholder Matters And Issuer Purchases Of Equity Securities***

The Company's common stock trades on The NASDAQ Stock Market ("NASDAQ") under the symbol STRM. The table below sets forth the high and low sales prices for the Company's common stock for each of the quarters in fiscal years 2015 and 2014, as reported by NASDAQ. The closing price of the Company's common stock on April 15, 2016 was $1.42 per share as reported by NASDAQ.

Fiscal Year 2015	High	Low
4th Quarter (November 1, 2015 through January 31, 2016)	$ 2.28	$ 1.12
3rd Quarter (August 1, 2015 through October 31, 2015)	3.50	1.91
2nd Quarter (May 1, 2015 through July 31, 2015)	2.98	1.02
1st Quarter (February 1, 2015 through April 30, 2015)	4.25	2.08

Fiscal Year 2014	High	Low
4th Quarter (November 1, 2014 through January 31, 2015)	$ 4.38	$ 3.25
3rd Quarter (August 1, 2014 through October 31, 2014)	5.01	3.22
2nd Quarter (May 1, 2014 through July 31, 2014)	5.77	4.17
1st Quarter (February 1, 2014 through April 30, 2014)	6.75	4.70

According to the stock transfer agent's records, the Company had 217 stockholders of record as of April 15, 2016. Because brokers and other institutions on behalf of stockholders hold many of such shares, the Company is unable to determine with complete accuracy the current total number of stockholders represented by these record holders. The Company estimates that it has approximately 3,200 stockholders, based on information provided by the Company's stock transfer agent from its search of individual participants in security position listings.

The Company has not paid any cash dividends on its common stock since its inception and dividend payments are prohibited or restricted under financing agreements. For more information on the restrictions on dividends, see also "Liquidity and Capital Resources" in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", and Note 6 to our consolidated financial statements included in Part II, Item 8 herein.

During the three months ended January 31, 2016 , we did not repurchase any shares of the Company's common stock.

ITEM 6. **S** ***elected Financial Data***

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

ITEM 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Executive Overview

In fiscal 2015, management focused internally on a number of key areas that we believe will have a positive effect on our future performance, and externally on broadening our reach to the market. Some of these initiatives were communicated in the Company's three primary objectives for fiscal 2015 which were: grow sales, both inside and outside our existing client base; complete the links between our solutions in the Looking Glass® platform; and improve our professional services. Some, such as reduce operating costs, generate incremental cash flow, reduce our level of bank debt and change audit firms were not communicated as explicitly but were important areas of achievement for our Company nonetheless.

As our industry continues to move from "volume to value", wherein compensation models change to reward healthcare providers for improving the health of their patients ("value") at a set price as opposed to paying for a plethora of tests and procedures ("volume") our position as a leading provider of enterprise solutions for revenue cycle optimization is perfectly matched to the market. This value statement can be summed up in our new tag line: *Quality is the new revenue™* .

All of our Looking Glass solutions are designed to help our clients optimize revenue in a time when healthcare providers are experiencing substantial pressure on both revenue and margins. In 2014, 16 hospitals in the United States filed for bankruptcy. In 2015, at least 10 more hospitals filed Chapter 11. The reasons stated for the financial failures are usually increased costs to deliver medical care and smaller health networks. (Source: Value Healthcare Services, 2016).

The Looking Glass® platform suite of solutions, from Patient Engagement to Patient Care, HIM, CDI and Coding and Financial Management workflows delivers data-driven insights to help healthcare providers optimize revenue cycle management. Our integrated solutions and analytics enable providers to improve quality in the new value-based world.

Our clients have shifted their focus to the front-end of patient engagement to be more proactive in managing their patient population. They want to lower their patient financial services expenses and to improve financial clearance and point of sale collection execution before a patient receives care. Our Patient Engagement solutions enable us to deepen our front-end patient access offerings that are critically important to the process of assisting our clients in managing the risk inherent in their Accountable Care Organization relationships.

With the transition to ICD-10 coding last October, and the expansion by nearly tenfold the number of codes available for billing purposes, our HIM, Coding and Clinical Documentation Improvement (CDI) solutions become more important to help healthcare providers protect, and optimize revenue. These solutions also provide the mechanism to code quality indicators.

Our Clinical Analytics solution visualizes for clients their performance against those quality measures and provides drill down capabilities to analyze the root cause of quality variation. Clients can also use Looking Glass® Clinical Analytics to predictively model the population level impacts of a change in clinical practice.

Our Looking Glass® Financial Management solutions for revenue cycle management, including business analytics, accounts receivable, denials and audit management workflows, help clients better manage their collections and cash flow.

The healthcare industry continues to face sweeping changes and new standards of care that are putting greater pressure on healthcare providers to be more efficient in every aspect of their operations. These changes represent ongoing opportunities for our Company to work with our current clients and partner with various resellers to provide information technology solutions to help them meet these new requirements.

Results of Operations

Statements of Operations for the fiscal years ended January 31 (in thousands):

	2016	2015	$ Change	% Change
System sales	$ 2,946	$ 1,215	$ 1,731	142 %
Professional services	2,212	2,580	(368)	(14)%
Maintenance and support	15,145	16,157	(1,012)	(6)%
Software as a service	8,011	7,673	338	4 %
Total revenues	28,314	27,625	689	2 %
Cost of sales	11,401	13,004	(1,603)	(12)%
Selling, general and administrative	13,443	16,226	(2,783)	(17)%
Product research and development	9,093	9,756	(663)	(7)%
Impairment of intangible assets	—	1,952	(1,952)	(100)%
Total operating expenses	33,937	40,938	(7,001)	(17)%
Operating loss	(5,623)	(13,313)	7,690	(58)%
Other income (expense), net	1,340	415	925	223 %
Income tax benefit	(8)	887	(895)	(101)%
Net loss	$ (4,290)	$ (12,011)	$ 7,721	(64)%
Adjusted EBITDA(1)	$ 2,761	$ (987)	$ 3,748	380 %

(1) Non-GAAP measure meaning net earnings (loss) before net interest expense, tax expense (benefit), depreciation, amortization, stock-based compensation expense, transactional and other expenses that do not relate to our core operations. See "Use of Non-GAAP Financial Measures" below for additional information and reconciliation.

The following table sets forth, for each fiscal year indicated, certain operating data as percentages of total revenues:

Statements of Operations(1)

	Fiscal Year	
	2015	2014
System sales	10.4 %	4.4 %
Professional services	7.8	9.3
Maintenance and support	53.5	58.5
Software as a service	28.3	27.8
Total revenues	100.0 %	100.0 %
Cost of sales	40.3	47.1
Selling, general and administrative	47.5	58.7
Product research and development	32.1	35.3
Impairment of intangible assets	—	7.1
Total operating expenses	119.9	148.2
Operating loss	(19.9)	(48.2)
Other income (expense), net	4.7	1.5
Income tax benefit	—	3.2
Net loss	(15.2)%	(43.5)%
Cost of Sales to Revenues ratio, by revenue stream:		
Systems sales	94.3 %	291.1 %
Services, maintenance and support	35.6 %	34.9 %
Software as a service	30.5 %	38.1 %

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(1) Because a significant percentage of the operating costs are incurred at levels that are not necessarily correlated with revenue levels, a variation in the timing of systems sales and installations and the resulting revenue recognition can cause significant variations in operating results. As a result, period-to-period comparisons may not be meaningful with respect to the past results nor are they necessarily indicative of the future results of the Company in the near or long-term. The data in the table is presented solely for the purpose of reflecting the relationship of various operating elements to revenues for the periods indicated.

Comparison of fiscal year 2015 with 2014

Revenues

	Fiscal Year		2015 to 2014 Change	
(in thousands):	2015	2014	$	%
System Sales:				
Proprietary software	$ 2,927	$ 1,164	$ 1,763	151 %
Hardware and third-party software	19	51	(32)	(63)%
Professional services	2,212	2,580	(368)	(14)%
Maintenance and support	15,145	16,157	(1,012)	(6)%
Software as a service	8,011	7,673	338	4 %
Total Revenues	$ 28,314	$ 27,625	$ 689	2 %

Proprietary software — Proprietary software includes revenue from perpetual and term software license sales. Proprietary software revenues recognized in fiscal 2015 were $2,927,000 , as compared to $1,164,000 in fiscal 2014 . The increased fiscal 2015 revenues as compared to 2014 revenues is primarily attributable to $1,600,000 in Coding and CDI perpetual license fees recognized for one sale during fiscal 2015.

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Hardware and third-party software — Revenues from hardware and third-party software sales in fiscal 2015 were $19,000 , as compared to $51,000 in fiscal 2014 . Fluctuations from year to year are a function of client demand.

Professional services — Revenues from professional services in fiscal 2015 were $2,212,000 , as compared to $2,580,000 in fiscal 2014 . The decrease was primarily attributable to an increased focus on professional services components that are essential to the functionality of the software, for which revenues are deferred and recognized ratably over the term of the customer relationship. In addition, fluctuations over periods result from the nature of recognizing professional services revenues once certain milestones are met.

Maintenance and support — Revenues from maintenance and support in fiscal 2015 were $15,145,000 , as compared to $16,157,000 in fiscal 2014 . The decrease in maintenance and support in fiscal 2015 resulted primarily from customer cancellations and deferral of revenue based on collectibility considerations.

Software as a service (SaaS) — Revenues from SaaS in fiscal 2015 were $8,011,000 , as compared to $7,673,000 in fiscal 2014 . The year-to-year increase was attributable to go-lives that occurred during the 2015 fiscal year, which initiated revenue recognition.

Revenues from remarketing partners — Total revenue from GE Healthcare was $412,000 in fiscal 2015 , up from $335,000 in fiscal 2014 . The Company's remarketing agreement with GE Healthcare remains in effect, however, the Company has not obtained any net new clients from the relationship since fiscal 2010.

Cost of Sales

	Fiscal Year		2015 to 2014 Change	
(in thousands):	**2015**	**2014**	**$**	**%**
Cost of system sales	$ 2,778	$ 3,536	$ (758)	(21)%
Cost of professional services	3,144	3,459	(315)	(9)%
Cost of maintenance and support	3,037	3,088	(51)	(2)%
Cost of software as a service	2,442	2,920	(478)	(16)%
Total cost of sales	$ 11,401	$ 13,003	$ (1,602)	(12)%

Cost of system sales includes amortization and impairment of capitalized software expenditures, royalties, and the cost of third-party hardware and software. Cost of system sales, as a percentage of system sales, varies from period-to-period depending on hardware and software configurations of the systems sold. The decrease in expense in fiscal 2015 was primarily due to a reduction in software amortization expense. We incurred $2,748,000 and $3,352,000 in overall software amortization expense in fiscal 2015 and 2014 , respectively.

The cost of professional services includes compensation and benefits for personnel, and related expenses. The decrease from fiscal 2014 to 2015 was primarily due to the reduction in independent contractors and personnel expenses, as well as the increase in professional services components that are essential to the functionality of the software, for which direct costs are deferred and recognized ratably over the associated revenue recognition term.

The cost of maintenance and support includes compensation and benefits for client support personnel and the cost of third-party maintenance contracts. The decrease from fiscal 2014 to 2015 was primarily due to the reduction in support personnel.

The cost of SaaS is relatively fixed but subject to some fluctuation for the goods and services it requires. The decrease was primarily related to reduced personnel and rent expense due to the closure of our Cincinnati, OH office.

Selling, General and Administrative Expense

	Fiscal Year		2015 to 2014 Change	
(in thousands):	**2015**	**2014**	**$**	**%**
General and administrative expenses	$ 9,011	$ 11,799	$ (2,788)	(24)%
Sales and marketing expenses	4,432	4,283	149	3 %
Total selling, general, and administrative	$ 13,443	$ 16,082	$ (2,639)	(16)%

General and administrative expenses consist primarily of compensation and related benefits and reimbursable travel and living expenses related to the Company's executive and administrative staff, general corporate expenses, amortization of intangible assets, and occupancy costs. The decrease in expense in fiscal 2015 was primarily due to decreased bad debt expense and professional fees.

Sales and marketing expenses consist primarily of compensation and related benefits and reimbursable travel and living expenses related to the Company's sales and marketing staff, as well as advertising and marketing expenses, including trade shows and similar sales and marketing expenses. The increase in sales and marketing expense in fiscal 2015 over 2014 reflects an increase in total compensation for sales staff.

Product Research and Development

	Fiscal Year		2015 to 2014 Change	
(in thousands):	**2015**	**2014**	**$**	**%**
Research and development expense	$ 9,093	$ 9,756	$ (663)	(7)%
Capitalized software development cost	—	620	(620)	(100)%
Total research and development cost	$ 9,093	$ 10,376	$ (1,283)	(12)%

Product research and development expenses consist primarily of compensation and related benefits, the use of independent contractors for specific near-term development projects, and an allocated portion of general overhead costs, including occupancy. The decrease in total research and development cost from fiscal 2014 to 2015 was primarily due to a reduction in development staffing. Our development efforts shifted to solutions involving development costs that are not capitalized due to rapid release cycles. Research and development expenses in fiscal 2015 and 2014 , as a percentage of revenues, were 32% and 35% , respectively.

Impairment of intangible assets

	Fiscal Year		2015 to 2014 Change	
(in thousands):	**2015**	**2014**	**$**	**%**
Impairment of intangible assets	$ —	$ 1,952	$ (1,952)	(100)%

Management determined in fiscal 2014 that the concerted effort to rebrand the Company's solutions under a single, harmonized Looking Glass® marketing platform moving forward, eroded, in total, the value of the Meta Trade name. As a result, we recorded a $1,952,000 loss on impairment of intangible asset in fiscal 2014 .

Other Income (Expense)

	Fiscal Year		2015 to 2014 Change	
(in thousands):	**2015**	**2014**	**$**	**%**
Interest expense	$ (884)	$ (749)	$ (135)	18 %
Loss on early extinguishment of debt	—	(430)	430	(100)%
Miscellaneous income	2,224	1,592	632	40 %
Total other income	$ 1,340	$ 413	$ 927	224 %

Interest expense consists of interest and commitment fees on the line of credit, interest on the term loans, and interest on the 2013 note payable, and is inclusive of deferred financing cost and debt discount amortization. Amortization of deferred financing cost and debt discount were $ 71,000 in both fiscal 2015 and 2014 . Interest expense was higher in fiscal 2015 primarily as a result of higher principal outstanding and interest rate.

In fiscal 2014, we recorded a $115,000 loss related to the termination of the interest rate swap contract prior to its maturity and a $315,000 loss related to the repayment of the senior term loan to Fifth Third Bank upon entering into a new credit agreement with Wells Fargo Bank in November 2014.

The increase in miscellaneous income from 2014 to 2015 was primarily due to the receipt of $750,000 in cash from the Unibased escrow disbursement, partially offset by the royalty valuation adjustment. In fiscal 2015 and 2014 , valuation adjustments to our warrants liability included in miscellaneous income totaled $1,629,000 and $2,283,000 , respectively. In fiscal 2014, the income from valuation adjustment of warrants liability was partially offset by a $181,000 loss on disposals of fixed assets, a $235,000 loss related to vacating our Cincinnati office, and a $129,000 loss related to valuation adjustments to our royalty liability.

Provision for Income Taxes

We recorded tax expense of $8,000 and tax benefit of $887,000 in fiscal 2015 and 2014 , respectively. Please refer to Note 8 - "Income Taxes" to our consolidated financial statements included in Part II, Item 8 herein for details on current and deferred tax (expense) benefit for federal and state income taxes.

Backlog

	2015	2014
Company proprietary software	$ 21,586,000	$ 20,888,000
Third-party hardware and software	200,000	244,000
Professional services	5,803,000	7,485,000
Maintenance and support	23,292,000	21,304,000
Software as a service	16,264,000	22,574,000
Total	$ 67,145,000	$ 72,495,000

At January 31, 2016 , the Company had master agreements and purchase orders from clients and remarketing partners for systems and related services that have not been delivered or installed, which if fully performed, would generate future revenues of $67,145,000 compared with $72,495,000 at January 31, 2015 .

The Company's proprietary software backlog consists of signed agreements to purchase either perpetual software licenses or term licenses. Typically, perpetual licenses included in backlog are either not yet generally available or the software is generally available and the client has not taken possession of the software. Term licenses included in backlog consist of signed agreements where the client has already taken possession, but the payment for the software is bundled with maintenance and support fees over the life of the contract. The increase in backlog is due to renewals exceeding the amount recognized out of the prior period backlog.

Third-party hardware and software consists of signed agreements to purchase third-party hardware or third-party software licenses that have not been delivered to the client. These are products that the Company resells as components of the solution a client purchases and are expected to be delivered in the next twelve months as implementations commence.

Professional services backlog consists of signed contracts for services that have yet to be performed. Typically, backlog is recognized within twelve months of the contract signing. The decrease in professional services backlog is a result of revenue recognition exceeding bookings.

Maintenance and support backlog consists of maintenance agreements for licenses of the Company's proprietary software and third-party hardware and software with clients and remarketing partners for which either an agreement has been signed or a purchase order under a master agreement has been received. The Company includes in backlog the signed agreements through their respective renewal dates. Typical maintenance contracts are for a one-year term and are renewed annually. Clients typically prepay maintenance and support that is billed 30-60 days prior to the beginning of the maintenance period. The Company does not expect any significant client attrition over the next 12 months. Maintenance and support backlog at January 31, 2016 was $23,292,000 , as compared to $21,304,000 at January 31, 2015 . The increase in maintenance and support is due to renewals exceeding revenue recognized during the period. The Company expects to recognize $12,430,000 out of January 31, 2016 backlog in fiscal 2016 .

At January 31, 2016 , the Company had entered into SaaS agreements that are expected to generate revenues of $16,264,000 through their respective renewal dates in fiscal years 2016 through 2021. The Company expects to recognize $7,223,000 out of January 31, 2016 SaaS backlog in fiscal 2016 . Typical SaaS terms are one to seven years in length. SaaS backlog and terms are as follows:

(in thousands):	SaaS Backlog at January 31, 2016	Average Remaining Months in Term
7-year term	$ 1,010	32
6-year term	459	30
5-year term	9,943	22
4-year term	210	21
3-year term	4,269	18
Less than 3-year term	373	12
Total SaaS backlog	$ 16,264	

The commencement of revenue recognition for SaaS varies depending on the size and complexity of the system, the implementation schedule requested by the client and ultimately the official go-live on the system. Therefore, it is difficult for the Company to accurately predict the revenue it expects to achieve in any particular period.

All of the Company's master agreements are generally non-cancelable but provide that the client may terminate its agreement upon a material breach by the Company, or may delay certain aspects of the installation. There can be no assurance that a client will not cancel all or any portion of a master agreement or delay portions of the agreement. A termination or delay in one or more phases of an agreement, or the failure of the Company to procure additional agreements, could have a material adverse effect on the Company's financial condition and results of operations.

Use of Non-GAAP Financial Measures

In order to provide investors with greater insight, and allow for a more comprehensive understanding of the information used by management and the board of directors in its financial and operational decision-making, the Company has supplemented the Consolidated Financial Statements presented on a GAAP basis in this annual report on Form 10-K with the following non-GAAP financial measures: EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and Adjusted EBITDA per diluted share.

These non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of Company results as reported under GAAP. The Company compensates for such limitations by relying primarily on our GAAP results and using non-GAAP financial measures only as supplemental data. We also provide a reconciliation of non-GAAP to GAAP measures used. Investors are encouraged to carefully review this reconciliation. In addition, because these non-GAAP measures are not measures of financial performance under GAAP and are susceptible to varying calculations, these measures, as defined by the Company, may differ from and may not be comparable to similarly titled measures used by other companies.

EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share

We define: (i) EBITDA as net earnings (loss) before net interest expense, income tax expense (benefit), depreciation and amortization; (ii) Adjusted EBITDA as net earnings (loss) before net interest expense, income tax expense (benefit), depreciation, amortization, stock-based compensation expense, transaction expenses and other expenses that do not relate to our core operations; (iii) Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of GAAP net revenue; and (iv) Adjusted EBITDA per diluted share as Adjusted EBITDA divided by adjusted diluted shares outstanding. EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and Adjusted EBITDA per diluted share are used to facilitate a comparison of our operating performance on a consistent basis from period to period and provide for a more complete understanding of factors and trends affecting our business than GAAP measures alone. These measures assist management and the board and may be useful to investors in comparing our operating performance consistently over time as they remove the impact of our capital structure (primarily interest charges), asset base (primarily depreciation and amortization), items outside the control of the management team (taxes), and expenses that do not relate to our core operations including: transaction-related expenses (such as professional and advisory services), corporate restructuring expenses (such as severances), and other operating costs that are expected to be non-recurring. Adjusted EBITDA removes the impact of share-based compensation expense, which is another non-cash item. Adjusted EBITDA per diluted share includes incremental shares in the share count that are considered anti-dilutive in a GAAP net loss position.

The board of directors and management also use these measures as (i) one of the primary methods for planning and forecasting overall expectations and for evaluating, on at least a quarterly and annual basis, actual results against such expectations; and (ii) as a performance evaluation metric in determining achievement of certain executive and associate incentive compensation programs.

Our lender uses a measurement that is similar to the Adjusted EBITDA measurement described herein to assess our operating performance. The lender under our credit agreement requires delivery of compliance reports certifying compliance with financial covenants, certain of which are based on this measurement that is similar to the Adjusted EBITDA measurement reviewed by our management and board of directors.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin are not measures of liquidity under GAAP, or otherwise, and are not alternatives to cash flow from continuing operating activities, despite the advantages regarding the use and analysis of these measures as mentioned above. EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, and Adjusted EBITDA per diluted share as disclosed in this annual report on Form 10-K, have limitations as analytical tools, and you should not consider these measures in isolation, or as a substitute for analysis of our results as reported under GAAP; nor are these measures intended to be measures of liquidity or free cash flow for our discretionary use. Some of the limitations of EBITDA, and its variations are:

- EBITDA does not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA does not reflect the interest expense, or the cash requirements to service interest or principal payments under our credit agreements;
- EBITDA does not reflect income tax payments we are required to make; and
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized often will have to be replaced in the future, and EBITDA does not reflect any cash requirements for such replacements.

Adjusted EBITDA has all the inherent limitations of EBITDA. To properly and prudently evaluate our business, the Company encourages readers to review the GAAP financial statements included elsewhere in this annual report on Form 10-K, and not rely on any single financial measure to evaluate our business. We also strongly urge readers to review the reconciliation of these non-GAAP financial measures to the most comparable GAAP measure in this section, along with the Consolidated Financial Statements included elsewhere in this annual report on Form 10-K.

The following table sets forth a reconciliation of EBITDA and Adjusted EBITDA to net loss, a comparable GAAP-based measure, as well as Adjusted EBITDA per diluted share to loss per diluted share. All of the items included in the reconciliation from EBITDA and Adjusted EBITDA to net loss and the related per share calculations are either recurring non-cash items, or items that management does not consider in assessing our on-going operating performance. In the case of the non-cash items, management believes that investors may find it useful to assess the Company’s comparative operating performance because the measures without such items are less susceptible to variances in actual performance resulting from depreciation, amortization and other expenses that do not relate to our core operations and more reflective of other factors that affect operating performance. In the case of items that do not relate to our core operations, management believes that investors may find it useful to assess our operating performance if the measures are presented without these items because their financial impact does not reflect ongoing operating performance.

The following table reconciles EBITDA and Adjusted EBITDA to net loss, and Adjusted EBITDA per diluted share to loss per diluted share for the fiscal years ended January 31, 2016 and 2015 (amounts in thousands, except per share data):

	Fiscal Year	
Adjusted EBITDA Reconciliation	**2015**	**2014**
Net loss	$ (4,290)	$ (12,011)
Interest expense	884	749
Tax expense (benefit)	8	(887)
Depreciation	1,245	1,005
Amortization of capitalized software development costs (1)	3,073	3,678
Amortization of intangible assets	1,345	1,396
Amortization of other costs	136	166
EBITDA	2,402	(5,904)
Stock-based compensation expense	2,386	1,934
Loss on impairment of intangible assets	—	1,952
Loss on early extinguishment of debt	—	430
Loss on disposal of fixed assets	92	181
Non-cash valuation adjustments to assets and liabilities (2)	(1,669)	(2,154)
Transaction related professional fees, advisory fees, and other internal direct costs	93	182
Associate severances and other costs relating to transactions or corporate restructuring	206	901
Other non-recurring operating expenses (income) (3)	(750)	1,491
Adjusted EBITDA	$ 2,761	$ (987)
Adjusted EBITDA Margin (4)	10%	(4)%

Adjusted EBITDA per diluted share	**2015**	**2014**
Loss per share — diluted	$ (0.30)	$ (0.71)
Adjusted EBITDA per adjusted diluted share (5)	$ 0.15	$ (0.05)
Diluted weighted average shares	18,689,854	18,261,800
Includable incremental shares — adjusted EBITDA (6)	—	—
Adjusted diluted shares	18,689,854	18,261,800

(1) Fiscal 2015 includes $1,615,000 relating to internally developed legacy software, $326,000 relating to acquired internally developed software from Interpoint, $729,000 relating to internally developed software acquired from Meta, and $403,000 relating to internally developed software acquired from Unibased. Fiscal 2014 includes $2,220,000 relating to internally developed legacy software, $326,000 relating to acquired internally developed software from Interpoint, $729,000 relating to internally developed software acquired from Meta, and $403,000 relating to internally developed software acquired from Unibased.

(2) Fiscal 2015 and 2014 include valuation adjustments for warrants liability of $(1,629,000) and $(2,283,000) , respectively.

(3) Decrease in fiscal 2015 is due to receipt from disbursement of Unibased escrow account. Increase in fiscal 2014 is primarily due to professional services fees that are deemed non-recurring.

(4) Adjusted EBITDA as a percentage of GAAP net revenues.

(5) Adjusted EBITDA per adjusted diluted share for the Company's common stock is computed using the more dilutive of the two-class method or the if-converted method.

(6) The number of incremental shares that would be dilutive under profit assumption, only applicable under a GAAP net loss. If GAAP profit is earned in the current period, no additional incremental shares are assumed.

Application of Critical Accounting Policies

The following is a summary of the Company's most critical accounting policies. See Note 2 to our Consolidated Financial Statements included in Part II, Item 8 herein for a complete discussion of the significant accounting policies and methods used in the preparation of our Consolidated Financial Statements.

Revenue Recognition

The Company recognizes revenue for perpetual and term licenses in accordance with ASC 985-605, *Software-Revenue Recognition* and ASC 605-25 *Revenue Recognition — Multiple-element arrangements* . The Company commences revenue recognition when the following criteria all have been met:

- Persuasive evidence of an arrangement exists,
- Delivery has occurred or services have been rendered,
- The arrangement fees are fixed or determinable, and
- Collection is considered probable.

If the Company determines that any of the above criteria has not been met, the Company will defer recognition of the revenue until all the criteria have been met. If non-standard acceptance periods or non-standard performance criteria, cancellation or right of refund terms are required, revenue is recognized upon the satisfaction of such criteria, as applicable.

Multiple Element Arrangements

We record revenue for non-software related products and services pursuant to Accounting Standards Update No. 2009-13, Revenue Recognition (Topic 605), *"Multiple-Deliverable Revenue Arrangements — a consensus of the FASB Emerging Issues Task Force* " ("ASU 2009-13"). The Company follows this accounting guidance for revenue recognition of multiple deliverable revenue arrangements (meaning the delivery or performance of multiple products, services and/or rights to use assets) to determine whether such arrangements contain more than one unit of accounting. To qualify as a separate unit of accounting, the delivered item must have value to the client on a stand-alone basis (meaning the item can be sold separately by any vendor or the client could resell the item on a stand-alone basis). Additionally, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered items must be considered probable and substantially in the control of the vendor.

Allowance for Doubtful Accounts

Accounts and contract receivables are comprised of amounts owed the Company for solutions and services provided. Contracts with individual clients and resellers determine when receivables are due and payable. In determining the allowances for doubtful accounts, the unpaid receivables are reviewed monthly to determine the payment status based upon the most currently available information as to the status of the receivables. During these monthly reviews, the Company determines the required allowances for doubtful accounts for estimated losses resulting from the unwillingness or inability of its clients or resellers to make required payments.

Capitalized Software Development Costs

Software development costs are accounted for in accordance with either ASC 985-20 *Software — Costs of Software to be Sold, Leased or Marketed* , or ASC 350-40 *Internal-Use Software* . Costs associated with the planning and designing phase of software development are classified as research and development and are expensed as incurred. Once technological feasibility has been determined, a portion of the costs incurred in development, including coding, testing, and quality assurance, are capitalized until available for general release to clients, and subsequently reported at the lower of unamortized cost or net realizable value. Amortization is calculated on a solution-by-solution basis and is over the estimated economic life of the software. Amortization for our legacy software systems is provided on a solution-by-solution basis over the estimated economic life of the software, using the straight-line method. Amortization commences when a solution is available for general release to clients. Acquired internally developed software from acquisitions is amortized using the straight-line method. Unamortized capitalized costs determined to be in excess of the net realizable value of a solution are expensed at the date of such determination. The Company reviews, on an on-going basis, the carrying value of its capitalized software development expenditures, net of accumulated amortization.

Goodwill and Intangible Assets

Goodwill and other intangible assets were recognized in conjunction with the Interpoint, Meta, Clinical Looking Glass, and Unibased acquisitions. Identifiable intangible assets include purchased intangible assets with finite lives, which primarily consist of internally-developed software, client relationships, supplier agreements, non-compete agreements, customer contracts, and license agreements. Finite-lived purchased intangible assets are amortized over their expected period of benefit, which generally ranges from one to 15 years, using the straight-line and undiscounted expected future cash flows methods. The indefinite-lived intangible asset related to the Meta trade name, which was not amortized, but tested for impairment on at least an annual basis. In fiscal 2014 , the Meta trade name was deemed impaired and its corresponding balance was fully written off (see Note 7 - Goodwill and Intangible Assets to our consolidated financial statements included in Part II, Item 8 herein).

We assess the useful lives and possible impairment of existing recognized goodwill on at least an annual basis, and goodwill and intangible assets when an event occurs that may trigger such a review. Factors considered important which could trigger a review include:

- significant under performance relative to historical or projected future operating results;
- significant changes in the manner of use of the acquired assets or the strategy for the overall business;
- identification of other impaired assets within a reporting unit;
- disposition of a significant portion of an operating segment;
- significant negative industry or economic trends;
- significant decline in the Company's stock price for a sustained period; and
- a decline in the market capitalization relative to the net book value.

Determining whether a triggering event has occurred involves significant judgment by the Company.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and for tax credit and loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In assessing net deferred tax assets, we consider whether it is more likely than not that some or all of the deferred tax assets will not be realized. We establish a valuation allowance when it is more likely than not that all or a portion of deferred tax assets will not be realized. See Note 8 to our consolidated financial statements included in Part II, Item 8 herein for further details.

Common Stock Warrants

As of January 31, 2015 , the fair value of the common stock warrants was computed using Monte-Carlo simulations. The estimated fair value of the warrant liabilities as of January 31, 2016 was computed using the Black-Scholes option pricing model. Both valuations were based on assumptions regarding annual volatility, risk-free rate, dividend yield and expected life. The models also include assumptions to account for anti-dilutive provisions within the warrant agreement (see Note 2 - Significant Accounting Policies to our consolidated financial statements included in Part II, Item 8 herein).

Contractual Obligations

We have various contractual obligations and commitments to make future payments including debt agreements and operating lease obligations.

The following table summarizes our significant contractual obligations and commitments as of January 31, 2016 . Except as set forth in the following table, we do not have any material long-term purchase obligations or other long-term liabilities that are reflected on our consolidated balance sheet as of January 31, 2016 :

	Payments Due by Period				
(in thousands)	Less than 1 year	1-3 Years	3-5 Years	More than 5 years	Total
Long-term debt obligations	$ 674	$ 1,797	$ 6,064	$ —	$ 8,535
Interest expense on long-term debt	550	933	308	—	1,791
Capital lease obligations (1)	618	93	—	—	711
Operating lease obligations	971	2,046	1,471	964	5,452
Total contractual obligations	$ 2,813	$ 4,869	$ 7,843	$ 964	$ 16,489

(1) Future minimum lease payments include principal plus interest.

The estimated interest expense payments on long-term debt reflected in the table above were based on both the amount outstanding and the respective interest rates in effect as of January 31, 2016 . Interest expense on the senior term loan was computed based on an interest rate of 6.58% .

Liquidity and Capital Resources

The Company's liquidity is dependent upon numerous factors including: (i) the timing and amount of revenues and collection of contractual amounts from clients, (ii) amounts invested in research and development and capital expenditures, and (iii) the level of operating expenses, all of which can vary significantly from quarter-to-quarter. The Company's primary cash requirements include regular payment of payroll and other business expenses, principal and interest payments on debt, and capital expenditures. Capital expenditures generally include computer hardware and computer software to support internal development efforts or infrastructure in the SaaS data center. Operations are funded with cash generated by operations and borrowings under credit facilities. The Company believes that cash flows from operations and available credit facilities are adequate to fund current obligations for the next twelve months. Cash and cash equivalent balances at January 31, 2016 and 2015 were $9,882,000 and $6,523,000 , respectively. Continued expansion may require the Company to take on additional debt, or raise capital through issuance of equities, or a combination of both. There can be no assurance the Company will be able to raise the capital required to fund further expansion.

The Company has additional liquidity through the Credit Agreement described in more detail in Note 6 to our consolidated financial statements included in Part II, Item 8 herein. The Company's primary operating subsidiary has a $5,000,000 revolving line of credit that has not been drawn upon as of the date of this report. In order to draw upon the revolving line of credit, the Company's primary operating subsidiary must comply with customary financial covenants, including the requirement that the Company maintain minimum liquidity of at least $7,500,000. Pursuant to the Credit Agreement's definition, the liquidity of the Company's primary operating subsidiary as of January 31, 2016 was $14,882,000 , which satisfies the minimum liquidity financial covenant in the Credit Agreement.

The Credit Agreement also requires the Company to achieve certain minimum EBITDA levels, calculated pursuant to the Credit Agreement and measured on a quarter-end basis, of at least the required amounts in the table set forth in Note 6 to our consolidated financial statements included in Part II, Item 8 herein for the applicable period set forth therein. The required minimum EBITDA level for the period ended January 31, 2016 was $500,000 . The Company's actual EBITDA for this period was approximately $2,761,000 .

Based upon the borrowing base formula set forth in the Credit Agreement, as of January 31, 2016, the Company had access to the full amount of the $5,000,000 revolving line of credit.

The Credit Agreement expressly permits transactions between affiliates that are parties to the Credit Agreement, which includes the Company and its primary operating subsidiary, including loans made between such affiliate loan parties. However, the Credit Agreement prohibits the Company and its subsidiary from declaring or paying any dividend or making any other payment or distribution, directly or indirectly, on account of equity interests issued by the Company if such equity interests: (a) mature or are mandatorily redeemable pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the loans and all other obligations that are accrued and payable upon the termination of the Credit Agreement), (b) are redeemable at the option of the holder thereof, in whole or in part, (c) provide for the scheduled payments of dividends in cash, or (d) are or become convertible into or exchangeable for indebtedness or any other equity interests that would constitute disqualified equity interests pursuant to clauses (a) through (c) hereof, in each case, prior to the date that is 180 days after the maturity date of the Credit Agreement.

Significant cash obligations

	Fiscal Year	
(in thousands)	**2015**	**2014**
Term loans	$ 8,535	$ 10,000
Capital lease	686	1,365
Royalty liability	2,292	2,386

Please reference Note 3 — Acquisitions and Note 6 — Debt to our consolidated financial statements included in Part II, Item 8 for additional information.

Operating cash flow activities

	Fiscal Year	
(in thousands)	**2015**	**2014**
Net loss	$ (4,290)	$ (12,011)
Non-cash adjustments to net loss	6,763	8,499
Cash impact of changes in assets and liabilities	3,408	500
Annual operating cash flow	$ 5,881	$ (3,012)

The increase in net cash provided by operating activities in fiscal 2015 is primarily due to a reduction in loss, aided by the Company's effort to decrease expenses, and the collection of accounts receivable, due to the Company's efforts to resolve issues that were delaying payments.

The Company's clients typically have been well-established hospitals or medical facilities or major health information system companies that resell the Company's solutions, which have good credit histories and payments have been received within normal time frames for the industry. However, some healthcare organizations have experienced significant operating losses as a result of limits on third-party reimbursements from insurance companies and governmental entities. Agreements with clients often involve significant amounts and contract terms typically require clients to make progress payments. Adverse economic events, as well as uncertainty in the credit markets, may adversely affect the liquidity for some of our clients.

Investing cash flow activities

	Fiscal Year	
(in thousands)	**2015**	**2014**
Purchases of property and equipment	$ (518)	$ (2,125)
Capitalized software development costs	—	(620)
Payment for acquisitions, net of cash acquired	—	(6,058)
Annual investing cash flow	$ (518)	$ (8,803)

The decrease in cash used for investing activities is primarily a result of the cash expended to acquire the Unibased business, as well as asset purchases related to the expansion of our Atlanta office and the new Atlanta data center in the prior year. In addition, our development efforts shifted to solutions involving development costs that are not capitalized due to rapid release cycles.

The Company estimates that to replicate its existing internally-developed software would cost significantly more than the stated net book value of $6,124,000 , including acquired internally developed software of Interpoint, Meta, and Unibased, at January 31, 2016 . Many of the programs related to capitalized software development continue to have significant value to our current solutions and those under development, as the concepts, ideas, and software code are readily transferable and are incorporated into new solutions.

Financing cash flow activities

	Fiscal Year	
(in thousands)	**2015**	**2014**
Proceeds from term loans	$ —	$ 10,000
Principal repayments on term loans	(1,465)	(8,298)
Principal repayments on note payable	—	(900)
Payment of deferred financing costs	2	(573)
Other	(540)	184
Annual financing cash flow	$ (2,003)	$ 413

The increase in cash used in financing activities in fiscal 2015 over the prior year was primarily the result of net proceeds from term loans in fiscal 2014 with the closing of the Credit Agreement with Wells Fargo, as well as an increase in principal payments on capital lease obligations in the current year.

ITEM 7A. ***Quantitative and Qualitative Disclosures About Market Risk***

Foreign currency exchange risk . Certain of our contracts are denominated in Canadian dollars. As our Canadian sales have not historically been significant to our operations, we do not believe that changes in the Canadian dollar relative to the U.S. dollar will have a significant impact on our financial condition, results of operations or cash flows. We currently do not transact any other business in any currency other than the U.S. dollar. As we continue to grow our operations, we may increase the amount of our sales to foreign clients. Although we do not expect foreign currency exchange risk to have a significant impact on our future operations, we will assess the risk on a case-specific basis to determine whether any forward currency hedge instrument would be warranted.

Interest rate risk . We had outstanding borrowings on our term loan of $8,535,000 as of January 31, 2016 . The term loan bears interest at LIBOR plus an applicable margin. To the extent we do not hedge our variable rate debt, interest rates and interest expense could increase significantly. A hypothetical 100 basis point increase in LIBOR, which would represent potential interest rate change exposure on our outstanding term loan, would have resulted in an approximate $73,000 increase to our interest expense for the entire fiscal year ended January 31, 2016 .

ITEM 8. ***Financial Statements And Supplementary Data***

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SCHEDULE COVERED BY REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

All other financial statement schedules are omitted because they are not applicable or the required information is included in the consolidated financial statements or notes thereto.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders
Streamline Health Solutions, Inc.

We have audited the accompanying consolidated balance sheet of Streamline Health Solutions, Inc. and subsidiary as of January 31, 2016, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for the year then ended. Our audit also included the financial statement schedule of the Company listed in Schedule II. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Streamline Health Solutions, Inc. and subsidiary as of January 31, 2016 and the results of their operations and their cash flows for the year ended January 31, 2016, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ RSM US LLP

Atlanta, Georgia
April 20, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Streamline Health Solutions, Inc:

We have audited the accompanying consolidated balance sheet of Streamline Health Solutions, Inc. and subsidiary as of January 31, 2015, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for the year ended January 31, 2015. In connection with our audit of the consolidated financial statements, we also have audited the 2014 financial statement schedule II. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Streamline Health Solutions, Inc. and subsidiary as of January 31, 2015, and the results of their operations and their cash flows for the year ended January 31, 2015, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related 2014 financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP

Atlanta, Georgia
April 16, 2015

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

	January 31	
	2016	**2015**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 9,882,136	$ 6,522,600
Accounts receivable, net of allowance for doubtful accounts of $155,407 and $665,962, respectively	4,199,315	6,935,270
Contract receivables	119,697	191,465
Prepaid hardware and third party software for future delivery	5,858	55,173
Prepaid client maintenance contracts	956,913	935,858
Other prepaid assets	941,532	1,437,680
Deferred income taxes	—	220,004
Other current assets	97,986	207,673
Total current assets	16,203,437	16,505,723
Non-current assets:		
Property and equipment:		
Computer equipment	2,647,135	2,381,923
Computer software	801,895	964,857
Office furniture, fixtures and equipment	683,443	683,443
Leasehold improvements	729,348	724,015
	4,861,821	4,754,238
Accumulated depreciation and amortization	(2,407,746)	(1,617,423)
Property and equipment, net	2,454,075	3,136,815
Contract receivables, less current portion	8,711	43,553
Capitalized software development costs, net of accumulated amortization of $14,919,948 and $11,846,468, respectively	6,123,638	9,197,118
Intangible assets, net	8,155,325	9,500,317
Deferred financing costs, net of accumulated amortization of $84,531 and $13,677, respectively	270,147	387,199
Goodwill	16,184,667	16,184,667
Other non-current assets	746,018	823,723
Total non-current assets	33,942,581	39,273,392
	$ 50,146,018	$ 55,779,115

See accompanying notes to consolidated financial statements.

	January 31, 2016	January 31, 2015
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,136,779	$ 2,298,851
Accrued compensation	935,324	865,865
Accrued other expenses	328,551	563,838
Current portion of term loan	673,807	500,000
Deferred revenues	10,447,280	9,289,076
Current portion of capital lease obligation	592,642	781,961
Total current liabilities	14,114,383	14,299,591
Non-current liabilities:		
Term loan	7,861,084	9,500,000
Warrants liability	205,113	1,834,380
Royalty liability	2,291,888	2,385,826
Lease incentive liability, less current portion	369,406	342,129
Capital lease obligation	93,257	582,911
Deferred revenues, less current portion	1,212,709	964,933
Deferred income tax liabilities	—	229,579
Total non-current liabilities	12,033,457	15,839,758
Total liabilities	26,147,840	30,139,349
Series A 0% Convertible Redeemable Preferred Stock, $.01 par value per share, $8,849,985 redemption and liquidation value, 4,000,000 shares authorized, 2,949,995 issued and outstanding, net of unamortized preferred stock discount of $875,935 and $2,212,007, respectively	7,974,050	6,637,978
Stockholders' equity:		
Common stock, $.01 par value per share, 45,000,000 shares authorized; 18,783,540 and 18,553,389 shares issued and outstanding, respectively	187,836	185,534
Additional paid in capital	79,700,577	78,390,424
Accumulated deficit	(63,864,285)	(59,574,170)
Total stockholders' equity	16,024,128	19,001,788
	$ 50,146,018	$ 55,779,115

See accompanying notes to consolidated financial statements.

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

	Fiscal Year	
	2015	**2014**
Revenues:		
Systems sales	$ 2,946,304	$ 1,214,879
Professional services	2,212,002	2,580,167
Maintenance and support	15,145,480	16,157,371
Software as a service	8,010,672	7,672,990
Total revenues	28,314,458	27,625,407
Operating expenses:		
Cost of systems sales	2,778,041	3,536,495
Cost of professional services	3,143,881	3,458,984
Cost of maintenance and support	3,036,550	3,087,842
Cost of software as a service	2,442,143	2,920,403
Selling, general and administrative	13,442,799	16,225,574
Research and development	9,093,353	9,756,206
Impairment of intangible assets	—	1,952,000
Total operating expenses	33,936,767	40,937,504
Operating loss	(5,622,309)	(13,312,097)
Other income (expense):		
Interest expense	(884,226)	(748,969)
Loss on early extinguishment of debt	—	(429,849)
Miscellaneous income	2,224,423	1,592,449
Loss before income taxes	(4,282,112)	(12,898,466)
Income tax (expense) benefit	(8,003)	887,009
Net loss	(4,290,115)	(12,011,457)
Less: deemed dividends on Series A Preferred Shares	(1,336,072)	(1,038,310)
Net loss attributable to common shareholders	$ (5,626,187)	$ (13,049,767)
Basic net loss per common share	$ (0.30)	$ (0.71)
Number of shares used in basic per common share computation	18,689,854	18,261,800
Diluted net loss per common share	$ (0.30)	$ (0.71)
Number of shares used in diluted per common share computation	18,689,854	18,261,800

See accompanying notes to consolidated financial statements.

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

	Fiscal Year	
	2015	**2014**
Net loss	$ (4,290,115)	$ (12,011,457)
Other comprehensive gain (loss), net of tax:		
Fair value of interest rate swap liability	—	(3,436)
Reclassification adjustment for loss on settlement of interest rate swap liability realized in net loss	—	114,522
Other comprehensive income	$ —	$ 111,086
Comprehensive loss	$ (4,290,115)	$ (11,900,371)

See accompanying notes to consolidated financial statements.

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common stock shares	Common stock	Additional paid in capital	Accumulated deficit	Accumulated other comprehensive loss	Total stockholders' equity
Balance at January 31, 2014	18,175,787	$ 181,758	$ 76,983,088	$ (47,562,713)	$ (111,086)	$ 29,491,047
Stock issued pursuant to Employee Stock Purchase Plan and exercise of stock options	257,296	2,573	512,551	—	—	515,124
Restricted stock issued	120,306	1,203	(1,203)	—	—	—
Interest rate swap	—	—	—	—	111,086	111,086
Share-based compensation expense	—	—	1,934,298	—	—	1,934,298
Deemed dividends on Series A Preferred Stock	—	—	(1,038,310)	—	—	(1,038,310)
Net loss	—	—	—	(12,011,457)	—	(12,011,457)
Balance at January 31, 2015	18,553,389	$ 185,534	$ 78,390,424	$ (59,574,170)	$ —	$ 19,001,788
Stock issued pursuant to Employee Stock Purchase Plan and exercise of stock options	111,971	1,120	260,918	—	—	262,038
Restricted stock issued	118,180	1,182	(1,182)	—	—	—
Share-based compensation expense	—	—	2,386,489	—	—	2,386,489
Deemed dividends on Series A Preferred Stock	—	—	(1,336,072)	—	—	(1,336,072)
Net loss	—	—	—	(4,290,115)	—	(4,290,115)
Balance at January 31, 2016	18,783,540	$ 187,836	$ 79,700,577	$ (63,864,285)	$ —	$ 16,024,128

See accompanying notes to consolidated financial statements.

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Fiscal Year	
	2015	**2014**
Operating activities:		
Net loss	$ (4,290,115)	$ (12,011,457)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities, net of effect of acquisitions:		
Depreciation	1,245,400	1,005,283
Amortization of capitalized software development costs	3,073,479	3,677,991
Amortization of intangible assets	1,344,992	1,396,317
Amortization of other deferred costs	206,881	189,107
Amortization of debt discount	—	47,552
Valuation adjustment for warrants liability	(1,629,267)	(2,283,345)
Deferred tax expense (benefit)	(9,575)	(720,582)
Other valuation adjustments	(39,299)	128,855
Gain from early extinguishment of lease liability	(33,059)	—
Loss on impairment of intangible assets	—	1,952,000
Loss from early extinguishment of debt	—	315,327
Loss on disposal of fixed assets	92,448	180,793
Loss on exit of operating lease	—	234,823
Share-based compensation expense	2,386,490	1,934,298
Provision for accounts receivable	124,235	440,771
Changes in assets and liabilities, net of assets acquired:		
Accounts and contract receivables	2,718,330	2,157,977
Other assets	575,774	(637,348)
Accounts payable	(1,117,986)	600,263
Accrued expenses	(174,133)	(1,422,571)
Deferred revenues	1,405,980	(197,698)
Net cash provided by (used in) operating activities	5,880,575	(3,011,644)
Investing activities:		
Purchases of property and equipment	(518,254)	(2,125,240)
Capitalization of software development costs	—	(619,752)
Payment for acquisition, net of cash acquired	—	(6,058,225)
Net cash used in investing activities	(518,254)	(8,803,217)
Financing activities:		
Proceeds from term loan	—	10,000,000
Principal repayments on term loans	(1,465,109)	(8,297,620)
Principal repayments on note payable	—	(900,000)
Principal payments on capital lease obligation	(815,826)	(368,386)
Recovery (payment) of deferred financing costs	2,111	(573,002)
Proceeds from exercise of stock options and stock purchase plan	276,039	551,583
Net cash (used in) provided by financing activities	(2,002,785)	412,575
Increase (decrease) in cash and cash equivalents	3,359,536	(11,402,286)
Cash and cash equivalents at beginning of year	6,522,600	17,924,886
Cash and cash equivalents at end of year	$ 9,882,136	$ 6,522,600

	Fiscal Year	
	2015	2014
Supplemental cash flow disclosures:		
Interest paid	$ 917,212	$ 518,919
Income taxes paid (received)	$ (35,861)	$ (80,467)
Supplemental disclosure of non-cash financing activities:		
Deemed dividends on Series A Preferred Stock	$ 1,336,072	$ 1,038,310

See accompanying notes to consolidated financial statements.

STREAMLINE HEALTH SOLUTIONS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

January 31, 2016 and 2015

NOTE 1 — ORGANIZATION AND DESCRIPTION OF BUSINESS

Streamline Health Solutions, Inc. and subsidiary ("we", "us", "our", or the "Company") operates in one segment as a provider of healthcare information technology through the licensing of its Electronic Health Information Management, Patient Financial Services, Coding and Clinical Documentation Improvement and other Workflow software applications and the use of such applications by software as a service. The Company also provides implementation and consulting services to complement its software solutions. The Company's software and services enable hospitals and integrated healthcare delivery systems in the United States and Canada to capture, store, manage, route, retrieve, and process vast amounts of patient clinical, financial and other healthcare provider information.

Fiscal Year

All references to a fiscal year refer to the fiscal year commencing February 1 in that calendar year and ending on January 31 of the following year.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements include the accounts of Streamline Health Solutions, Inc. and its wholly-owned subsidiary, Streamline Health, Inc. All significant intercompany transactions are eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash demand deposits. Cash deposits are placed in Federal Deposit Insurance Corporation ("FDIC") insured financial institutions. Cash deposits may exceed FDIC insured levels from time to time. For purposes of the Consolidated Balance Sheets and Consolidated Statements of Cash Flows, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Receivables

Accounts and contract receivables are comprised of amounts owed to the Company for licensed software, professional services, including maintenance services and software as a service and are presented net of the allowance for doubtful accounts. The timing of revenue recognition may not coincide with the billing terms of the client contract, resulting in unbilled receivables or deferred revenues; therefore certain contract receivables represent revenues recognized prior to client billings. Individual contract terms with clients or resellers determine when receivables are due. For billings where the criteria for revenue recognition have not been met, deferred revenue is recorded until all revenue recognition criteria have been met.

Allowance for Doubtful Accounts

In determining the allowance for doubtful accounts, aged receivables are analyzed monthly by management. Each identified receivable is reviewed based upon the most recent information available, including client comments, if any, and the status of any open or unresolved issues with the client preventing the payment thereof. Corrective action, if necessary, is taken by the Company to resolve open issues related to unpaid receivables. During these monthly reviews, the Company determines the required allowances for doubtful accounts for estimated losses resulting from the unwillingness or inability of its clients or resellers to make required payments. The allowance for doubtful accounts was approximately $155,000 and $666,000 at January 31, 2016 and 2015 , respectively. The Company believes that its reserve is adequate, however results may differ in future periods.

Bad debt expense for fiscal years 2015 and 2014 was as follows:

	2015	2014
Bad debt expense	$ 124,000	$ 441,000

Concessions Accrual

In determining the concession accrual, the Company evaluates historical concessions granted relative to revenue. The concession accrual included in accrued other expenses on the Company's consolidated balance sheet was $54,000 and $58,000 as of January 31, 2016 and 2015 , respectively.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method, over the estimated useful lives of the related assets. Estimated useful lives are as follows:

Computer equipment and software	3-4 years
Office equipment	5 years
Office furniture and fixtures	7 years
Leasehold improvements	Term of lease

Depreciation expense for property and equipment in fiscal 2015 and 2014 was $1,245,000 and $1,005,000 , respectively.

Normal repair and maintenance is expensed as incurred. Replacements are capitalized and the property and equipment accounts are relieved of the items being replaced or disposed of, if no longer of value. The related cost and accumulated depreciation of the disposed assets are eliminated and any gain or loss on disposition is included in the results of operations in the year of disposal.

Leases

On April 10, 2012, the Company entered into an amended lease obligation to lease 8,582 square feet of office space at 1230 Peachtree St. NE in Atlanta, Georgia. The lease commenced upon taking possession of the space and would have ended 72 months thereafter. The Company took possession of the space during the third quarter of fiscal 2012. Upon relocation, the Company completely vacated the previously leased premises within the same building. The provisions of the lease provided for rent abatement for the first four months of the lease term. Upon taking possession of the premises, the rent abatement was aggregated with the total expected rental payments, and was amortized on a straight-line basis over the term of the lease.

On December 13, 2013, the Company entered into an amended lease obligation to lease 24,335 square feet of office space in the same building as the office space in Atlanta, Georgia. The lease commenced upon taking possession of the space and ends 102 months thereafter. The Company took possession of the new space during the second quarter of fiscal 2014. Upon relocation, the Company completely vacated the previously leased premises within the building. The provisions of the lease provided for rent abatement for the first eight months of the lease term. Upon taking possession of the premises, the rent abatement and the unamortized balance of deferred rent associated with the previously leased premises were aggregated with the total expected rental payments, and are being amortized on a straight-line basis over the term of the new lease.

On August 16, 2012, as part of the acquisition of Meta Health Technology, the Company assumed a lease agreement for office space of approximately 10,000 square feet, at 330 Seventh Ave., New York, New York. This lease term expired on August 31, 2014. During the third quarter of fiscal 2014, the Company relocated its New York office to 105 Madison Avenue, New York, New York. The lease commenced upon taking possession of the space and ends 63 months thereafter. The provisions of the lease for the new office space of 10,350 square feet provided for rent abatement for the first two months of the lease term. Upon taking possession of the premises, the rent abatement was aggregated with the total expected rental payments, and is being amortized on a straight-line basis over the term of the lease.

The Company has capital leases to finance office equipment and maintenance services purchases. The balance of fixed assets acquired under these capital leases is $1,652,000 and $1,515,000 as of January 31, 2016 and 2015 , respectively, and the balance of accumulated depreciation is $1,166,000 and $494,000 for the respective periods. The amortization expense of leased assets is included in depreciation expense.

Debt Issuance Costs

Costs related to the issuance of debt are capitalized and amortized to interest expense on a straight-line basis, which is not materially different from the effective interest method, over the term of the related debt.

Interest Rate Swap

In December 2013, the Company entered into an interest rate swap agreement to hedge against interest rate exposure of its variable rate debt obligation. The interest rate swap settled any accrued interest for cash on the first day of each calendar month until expiration. At such dates, the differences to be paid or received on the interest rate swaps was included in interest expense. The interest rate swap qualified for cash flow hedge accounting treatment and as such, the change in the fair values of the interest rate swap was recorded on the Company's consolidated balance sheet as an asset or liability with the effective portion of the interest rate swaps' gains or losses reported as a component of other comprehensive loss and the ineffective portion reported in net loss.

The fair value of the Company's interest rate swap was based on Level 2 inputs as described in ASC Topic 820, *Fair Value Measurements and Disclosures* , which include observable inputs such as dealer-quoted prices for similar assets or liabilities, and represented the estimated amount the Company would receive or pay to terminate the agreement taking into consideration various factors, including current interest rates, credit risk and counterparty credit risk.

During the third quarter of fiscal 2014, the interest rate swap was terminated prior to its maturity, and losses accumulated in other comprehensive loss were reclassified into earnings.

Impairment of Long-Lived Assets

The Company reviews the carrying value of long-lived assets whenever facts and circumstances exist that would suggest that assets might be impaired or that the useful lives should be modified. Among the factors the Company considers in making the evaluation are changes in market position and profitability. If facts and circumstances are present which may indicate impairment is probable, the Company will prepare a projection of the undiscounted cash flows of the specific asset and determine if the long-lived assets are recoverable based on these undiscounted cash flows. If impairment is indicated, an adjustment will be made to reduce the carrying amount of these assets to their fair value.

Capitalized Software Development Costs

Software development costs associated with the planning and designing phase of software development, including coding and testing activities necessary to establish technological feasibility, are classified as research and development and are expensed as incurred. Once technological feasibility has been determined, a portion of the costs incurred in development, including coding, testing, and quality assurance, are capitalized and subsequently reported at the lower of unamortized cost or net realizable value. The Company capitalized such costs, including interest, of $0 and $620,000 in fiscal 2015 and 2014 , respectively. The Company acquired $2,017,000 of internally developed software in 2014 through the acquisition of Unibased, which is described in Note 3 - Acquisitions, and $3,646,000 through the acquisition of Meta in 2012.

Amortization for the Company's legacy software systems is provided on a solution-by-solution basis over the estimated economic life of the software, typically five years, using the straight-line method. Amortization commences when a solution is available for general release to clients. Acquired internally developed software from the Interpoint, Meta, and Unibased acquisitions is amortized using the straight-line method.

Amortization expense on all internally developed software was $3,073,000 and $3,678,000 in fiscal 2015 and 2014 , respectively, and was included in the consolidated statements of operations as follows:

	Fiscal Year	
Amortization expense on internally developed software included in:	**2015**	**2014**
Cost of systems sales	$ 2,747,000	$ 3,352,000
Cost of software as a service	326,000	326,000
Total amortization expense on internally developed software	$ 3,073,000	$ 3,678,000

Research and development expense, net of capitalized amounts, was $9,093,000 and $9,756,000 in fiscal 2015 and 2014 , respectively.

Fair Value of Financial Instruments

The FASB's authoritative guidance on fair value measurements establishes a framework for measuring fair value, and expands disclosure about fair value measurements. This guidance enables the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. Under this guidance, assets and liabilities carried at fair value must be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value based on the short-term maturity of these instruments. Cash and cash equivalents are classified as Level 1. The carrying amount of the Company's long-term debt approximates fair value since the variable interest rates being paid on the amounts approximate the market interest rate. Long-term debt is classified as Level 2.

The table below provides information on our liabilities that are measured at fair value on a recurring basis:

	Total Fair Value	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
At January 31, 2016				
Warrants liability (1)	$ 205,000	$ —	$ —	$ 205,000
Royalty liability (2)	2,292,000	—	—	2,292,000
At January 31, 2015				
Warrants liability (3)	$ 1,834,000	$ —	$ —	$ 1,834,000
Royalty liability (2)	2,386,000	—	—	2,386,000

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(1) The initial fair value of warrants liability was determined by management with the assistance of an independent third-party valuation specialist, and by management thereafter. See Note 4 - Derivative Liabilities, and Note 14 - Private Placement Investment for further details. Changes in fair value of the warrants are recognized within miscellaneous income in the consolidated statements of operations.

(2) The initial fair value of royalty liability was determined by management with the assistance of an independent third-party valuation specialist, and by management thereafter. The fair value of the royalty liability is determined based on the probability-weighted revenue scenarios for the Looking Glass® Clinical Analytics solution licensed from Montefiore Medical Center (discussed in Note 3 - Acquisitions). Fair value adjustments are included within miscellaneous income in the consolidated statements of operations.

(3) The fair value of warrants liability as of January 31, 2015 was determined by management with the assistance of an independent third-party valuation specialist using Monte-Carlo simulations. See Note 4 - Derivative Liabilities for further details.

Revenue Recognition

The Company derives revenue from the sale of internally developed software either by licensing or by software as a service (SaaS), through the direct sales force or through third-party resellers. Licensed, locally-installed, clients utilize the Company's support and maintenance services for a separate fee, whereas SaaS fees include support and maintenance. The Company also derives revenue from professional services that support the implementation, configuration, training, and optimization of the applications. Additional revenues are also derived from reselling third-party software and hardware components.

The Company recognizes revenue in accordance with ASC 985-605, *Software-Revenue Recognition* and ASC 605-25 *Revenue Recognition — Multiple-Element Arrangements* . The Company commences revenue recognition when the following criteria all have been met:

- Persuasive evidence of an arrangement exists,
- Delivery has occurred or services have been rendered,
- The arrangement fees are fixed or determinable, and
- Collection is considered probable.

If we determine that any of the above criteria have not been met, we will defer recognition of the revenue until all the criteria have been met. Maintenance and support and SaaS agreements entered into are generally non-cancelable, or contain significant penalties for early cancellation, although clients typically have the right to terminate their contracts for cause if the Company fails to perform material obligations. However, if non-standard acceptance periods or non-standard performance criteria, cancellation or right of refund terms are required, revenue is recognized upon the satisfaction of such criteria, as applicable.

Multiple Element Arrangements

The Company applies the provisions of Accounting Standards Update No. 2009-13, Revenue Recognition (Topic 605), *"Multiple-Deliverable Revenue Arrangements — a consensus of the FASB Emerging Issues Task Force"* ("ASU 2009-13"). ASU 2009-13 amended the accounting standards for revenue recognition for multiple deliverable revenue arrangements to:

- Provide updated guidance on how deliverables of an arrangement are separated, and how consideration is allocated;
- Eliminate the residual method and require entities to allocate revenue using the relative selling price method and;
- Require entities to allocate revenue to an arrangement using the estimated selling price ("ESP") of deliverables if it does not have vendor specific objective evidence ("VSOE") or third party evidence ("TPE") of selling price.

Terms used in evaluation are as follows:

- VSOE — the price at which an element is sold as a separate stand-alone transaction
- TPE — the price of an element, charged by another company that is largely interchangeable in any particular transaction
- ESP — the Company's best estimate of the selling price of an element of the transaction

The Company follows accounting guidance for revenue recognition of multiple-element arrangements to determine whether such arrangements contain more than one unit of accounting. Multiple-element arrangements require the delivery or performance of multiple solutions, services and/or rights to use assets. To qualify as a separate unit of accounting, the delivered item must have value to the client on a stand-alone basis. Stand-alone value to a client is defined in the guidance as those that can be sold separately by any vendor or the client could resell the item on a stand-alone basis. Additionally, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item or items must be considered probable and substantially in the control of the vendor.

The Company has a defined pricing methodology for all elements of the arrangement and proper review of pricing to ensure adherence to Company policies. Pricing decisions include cross-functional teams of senior management, which uses market conditions, expected contribution margin, size of the client's organization, and pricing history for similar solutions when establishing the selling price.

Software as a Service

The Company uses ESP to determine the value for a software as a service arrangement as the Company cannot establish VSOE and TPE is not a practical alternative due to differences in functionality from the Company's competitors. Similar to proprietary license sales, pricing decisions rely on the relative size of the client purchasing the solution, and include calculating the equivalent value of maintenance and support on a present value basis over the term of the initial agreement period. Typically revenue recognition commences upon client go-live on the system, and is recognized ratably over the contract term.

Systems Sales

The Company uses the residual method to determine fair value for proprietary software licenses sold in a multi-element arrangement as the Company cannot establish fair value for all of the delivered elements. Typically pricing decisions for proprietary software rely on the relative size and complexity of the client purchasing the solution. Third-party components are resold at prices based on a cost plus margin analysis. The proprietary software and third-party components do not need any significant modification to achieve their intended use. When these revenues meet all the criteria for revenue recognition and are determined to be separate units of accounting, revenue is recognized. Typically, this is upon shipment of components or electronic download of software. Proprietary licenses are perpetual in nature, and license fees do not include rights to version upgrades, fixes or service packs.

Maintenance and Support Services

The maintenance and support components are not essential to the functionality of the software and clients renew maintenance contracts separately from software purchases at renewal rates materially similar to the initial rate charged for maintenance on the initial purchase of software. The Company uses VSOE of fair value to determine fair value of maintenance and support services. Generally, maintenance and support is calculated as a percentage of the list price of the proprietary license being purchased by a client. Clients have the option of purchasing additional annual maintenance service renewals each year for which rates are not materially different from the initial rate, but typically include a nominal rate increase based on the consumer price index. Annual maintenance and support agreements entitle clients to technology support, upgrades, bug fixes and service packs.

Term Licenses

We cannot establish VSOE of fair value of the undelivered element in term license arrangements. However, as the only undelivered element is post-contract customer support, the entire fee is recognized ratably over the contract term. Typically, revenue recognition commences once the client goes live on the system. Similar to proprietary license sales, pricing decisions rely on the relative size of the client purchasing the solution. The software portion of our coding and clinical documentation improvement solutions generally does not require material modification to achieve their contracted function.

Professional Services

Professional services components that are not essential to the functionality of the software, from time to time, are sold separately by the Company. Similar services are sold by other vendors, and clients can elect to perform similar services in-house. When professional services revenues are a separate unit of accounting, revenues are recognized as the services are performed based upon a proportional performance methodology.

Professional services components that are essential to the functionality of the software, and are not considered a separate unit of accounting, are recognized in revenue ratably over the life of the client, which approximates the duration of the initial contract term. The Company defers the associated direct costs for salaries and benefits expense for professional services contracts. These deferred costs will be amortized over the identical term as the associated SaaS revenues. As of January 31, 2016 and 2015 , the Company had deferred costs of $ 571,000 and $570,000 , respectively, net of accumulated amortization of $265,000 and $275,000 , respectively. Amortization expense of these costs was $136,000 and $166,000 in fiscal 2015 and 2014 , respectively.

The Company uses VSOE of fair value based on the hourly rate charged when services are sold separately, to determine fair value of professional services. The Company typically sells professional services on an hourly-fee basis. The Company monitors projects to assure that the expected and historical rate earned remains within a reasonable range to the established selling price.

Concentrations

Financial instruments, which potentially expose the Company to concentrations of credit risk, consist primarily of accounts receivable. The Company’s accounts receivable are concentrated in the healthcare industry. However, the Company’s clients typically are well-established hospitals, medical facilities, or major health information systems companies that resell the Company’s solutions that have good credit histories. Payments from clients have been received within normal time frames for the industry. However, some hospitals and medical facilities have experienced significant operating losses as a result of limits on third-party reimbursements from insurance companies and governmental entities and extended payment of receivables from these entities is not uncommon.

To date, the Company has relied on a limited number of clients and remarketing partners for a substantial portion of its total revenues. The Company expects that a significant portion of its future revenues will continue to be generated by a limited number of clients and its remarketing partners.

The Company currently buys all of its hardware and some major software components of its healthcare information systems from third-party vendors. Although there are a limited number of vendors capable of supplying these components, management believes that other suppliers could provide similar components on comparable terms.

Business Combinations

The assets acquired, liabilities assumed, and contingent consideration are recorded at their fair value on the acquisition date with subsequent changes recognized in earnings. These estimates are inherently uncertain and are subject to refinement. Management develops estimates based on assumptions as a part of the purchase price allocation process to value the assets acquired and liabilities assumed as of the business combination date. As a result, during the purchase price measurement period, which may be up to one year from the business combination date, the Company may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. After the purchase price measurement period, the Company will record adjustments to assets acquired or liabilities assumed subsequent to the purchase price measurement period in operating expenses in the period in which the adjustments were determined.

The Company records acquisition and transaction related expenses in the period in which they are incurred. Acquisition and transaction related expenses primarily consist of legal, banking, accounting and other advisory fees of third parties related to potential acquisitions.

Goodwill and Intangible Assets

Goodwill and other intangible assets were recognized in conjunction with the Interpoint, Meta, CLG, and Unibased acquisitions. Identifiable intangible assets include purchased intangible assets with finite lives, which primarily consist of internally developed software, client relationships, supplier agreements, non-compete agreements, customer contracts, and license agreements. Finite-lived purchased intangible assets are amortized over their expected period of benefit, which generally ranges from one to 15 years, using the straight-line and undiscounted expected future cash flows methods. The indefinite-lived intangible asset related to the Meta trade name was not amortized, but was tested for impairment on at least an annual basis. In fiscal 2014 , the Meta trade name was deemed impaired and its corresponding balance was fully written off (see Note 7 - Goodwill and Intangible Assets).

The Company assesses the useful lives and possible impairment of existing recognized goodwill and intangible assets when an event occurs that may trigger such a review. Factors considered important which could trigger a review include:

- significant under performance relative to historical or projected future operating results;
- significant changes in the manner of use of the acquired assets or the strategy for the overall business;
- identification of other impaired assets within a reporting unit;
- disposition of a significant portion of an operating segment;
- significant negative industry or economic trends;
- significant decline in the Company's stock price for a sustained period; and
- a decline in the market capitalization relative to the net book value.

Determining whether a triggering event has occurred involves significant judgment by the Company.

The Company assesses goodwill annually (as of November 1), or more frequently when events and circumstances, such as the ones mentioned above, occur indicating that the recorded goodwill may be impaired. The Company did not note any of the above qualitative factors, which would be considered a triggering event for impairment. In assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company assesses relevant events and circumstances that may impact the fair value and the carrying amount of a reporting unit. The identification of relevant events and circumstances and how these may impact a reporting unit's fair value or carrying amount involve significant judgments by management. These judgments include the consideration of macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, events which are specific to the Company, and trends in the market price of the Company's common stock. Each factor is assessed to determine whether it impacts the impairment test positively or negatively, and the magnitude of any such impact.

The two-step goodwill impairment test requires the Company to identify its reporting units and to determine estimates of the fair values of those reporting units as of the impairment testing date. Reporting units are determined based on the organizational structure the entity has in place at the date of the impairment test. A reporting unit is an operating segment or component business unit with the following characteristics: (a) it has discrete financial information, (b) segment management regularly reviews its operating results (generally an operating segment has a segment manager who is directly accountable to and maintains regular contact with the chief operating decision maker to discuss operating activities, financial results, forecasts, or plans for the segment), and (c) its economic characteristics are dissimilar from other units (this contemplates the nature of the products and services, the nature of the production process, the type or class of customer for the products and services, and the methods used to distribute the products and services).

The Company determined that it has one operating segment and one reporting unit.

To conduct a quantitative two-step goodwill impairment test, the fair value of the reporting unit is first compared to its carrying value. If the reporting unit's carrying value exceeds its fair value, the Company performs the second step and records an impairment loss to the extent that the carrying value of goodwill exceeds its implied fair value. The Company estimates the fair value of its reporting unit using a blend of market and income approaches. The market approach consists of two separate methods, including reference to the Company's market capitalization, as well as the guideline publicly traded company method. The market capitalization valuation method is based on an analysis of the Company's stock price on and around the testing date, plus a control premium. The guideline publicly traded company method was made by reference to a list of publicly traded software companies providing services to healthcare organizations, as determined by management. The market value of common equity for each comparable company was derived by multiplying the price per share on the testing date by the total common shares outstanding, plus a control premium. Selected valuation multiples are then determined and applied to appropriate financial statistics based on the Company's historical and forecasted results. The Company estimates the fair value of its reporting unit using the income approach, via discounted cash flow valuation models which include, but are not limited to, assumptions such as a “risk-free” rate of return on an investment, the weighted average cost of capital of a market participant, and future revenue, operating margin, working capital and capital expenditure trends. Determining the fair values of reporting units and goodwill includes significant judgment by management, and different judgments could yield different results.

The Company performed its annual assessment of goodwill during the fourth quarter of fiscal 2015 , using the two-step approach described above. The first step of the goodwill impairment test, used to identify potential impairment, compares the fair value of a reporting unit with its carrying amount, including goodwill. Based on the analysis performed for step one, the fair value of the reporting unit exceeded the carrying amount of the reporting unit, including goodwill, and, therefore, an impairment loss was not recognized. As the Company passed step one of the analysis, step two was not required.

Severances

From time to time, we will enter into termination agreements with associates that may include supplemental cash payments, as well as contributions to health and other benefits for a specific time period subsequent to termination. In fiscal 2015 and 2014 , we incurred $43,000 and $666,000 in severance expenses. At January 31, 2016 and 2015 , we had accrued for $26,000 and $159,000 in severances, respectively.

Equity Awards

The Company accounts for share-based payments based on the grant-date fair value of the awards with compensation cost recognized as expense over the requisite vesting period. The Company incurred total annual compensation expense related to stock-based awards of $2,386,000 and $1,934,000 in fiscal 2015 and 2014 , respectively.

The fair value of the stock options granted in fiscal 2015 and 2014 was estimated at the date of grant using a Black-Scholes option pricing model. Option pricing model input assumptions such as expected term, expected volatility, and risk-free interest rate impact the fair value estimate. Further, the forfeiture rate impacts the amount of aggregate compensation. These assumptions are subjective and are generally derived from external (such as, risk-free rate of interest) and historical data (such as, volatility factor, expected term, and forfeiture rates). Future grants of equity awards accounted for as stock-based compensation could have a material impact on reported expenses depending upon the number, value and vesting period of future awards.

The Company issues restricted stock awards in the form of Company common stock. The fair value of these awards is based on the market close price per share on the day of grant. The Company expenses the compensation cost of these awards as the restriction period lapses, which is typically a one -year service period to the Company.

Common Stock Warrants

As of January 31, 2016 , the fair value of the common stock warrants was computed using the Black-Scholes option pricing model. The estimated fair value of the warrant liabilities as of January 31, 2015 was computed using Monte-Carlo simulations. Both valuations were based on assumptions regarding annual volatility, risk-free rate, dividend yield and expected life. The models also include assumptions to account for anti-dilutive provisions within the warrant agreement.

Other Comprehensive Income

Total other comprehensive income for fiscal years 2015 and 2014 was approximately zero and $111,000 , respectively. Total other comprehensive income relates to the change in the unrealized loss on the Company's interest rate swap arrangement. The Company's interest rate swap arrangement is further described in Note 6 - Debt.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and for tax credit and loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In assessing net deferred tax assets, the Company considers whether it is more likely than not that some or all of the deferred tax assets will not be realized. The Company establishes a valuation allowance when it is more likely than not that all or a portion of deferred tax assets will not be realized. See Note 8 - Income Taxes for further details.

The Company provides for uncertain tax positions and the related interest and penalties based upon management's assessment of whether certain tax positions are more likely than not to be sustained upon examination by tax authorities. At January 31, 2016 , the Company believes it has appropriately accounted for any uncertain tax positions. As part of the Meta acquisition, the Company assumed a current liability for an uncertain tax position. The Company has recorded zero reserves for uncertain tax positions and corresponding interest and penalties as of both January 31, 2016 and January 31, 2015 .

Net Loss Per Common Share

The Company presents basic and diluted earnings per share ("EPS") data for its common stock. Basic EPS is calculated by dividing the net loss attributable to shareholders of the Company by the weighted average number of shares of common stock outstanding during the period. Diluted EPS is calculated based on the profit or loss attributable to shareholders and the weighted average number of shares of common stock outstanding adjusted for the effects of all potential dilutive common stock issuances related to options, unvested restricted stock, warrants and convertible preferred stock. Potential common stock dilution related to outstanding stock options, unvested restricted stock and warrants is determined using the treasury stock method, while potential common stock dilution related to Series A Convertible Preferred Stock is determined using the "if converted" method.

The Company's unvested restricted stock awards and Series A Convertible Preferred stock are considered participating securities under ASC 260, "Earnings Per Share" which means the security may participate in undistributed earnings with common stock. The Company's unvested restricted stock awards are considered participating securities because they entitle holders to non-forfeitable rights to dividends or dividend equivalents during the vesting term. The holders of the Series A Preferred Stock would be entitled to share in dividends, on an as-converted basis, if the holders of common stock were to receive dividends, other than dividends in the form of common stock. In accordance with ASC 260, a company is required to use the two-class method when computing EPS when a company has a security that qualifies as a "participating security." The two-class method is an earnings allocation formula that determines EPS for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. In determining the amount of net earnings to allocate to common stock holders, earnings are allocated to both common and participating securities based on their respective weighted-average shares outstanding for the period. Diluted EPS for the Company's common stock is computed using the more dilutive of the two-class method or the if-converted method.

In accordance with ASC 260, securities are deemed to not be participating in losses if there is no obligation to fund such losses. For the years ended January 31, 2016 and 2015 , the unvested restricted stock awards and the Series A Preferred Stock were deemed not to be participating since there was a net loss from operations for the years ended January 31, 2016 and 2015 . As of both January 31, 2016 and 2015 , there were 2,949,995 shares of preferred stock outstanding, each share is convertible into one share of the Company's common stock. For the years ended January 31, 2016 and 2015 , the Series A Convertible Preferred Stock would have an anti-dilutive effect if included in Diluted EPS and, therefore, was not included in the calculation. As of January 31, 2016 and 2015 , there were 112,380 and 120,306 unvested restricted shares of common stock outstanding, respectively. These unvested restricted shares were excluded from the calculation as their effect would have been antidilutive.

The following is the calculation of the basic and diluted net loss per share of common stock:

	Fiscal Year	
	2015	2014
Net loss	$ (4,290,115)	$ (12,011,457)
Less: deemed dividends on Series A Preferred Stock	(1,336,072)	(1,038,310)
Net loss attributable to common shareholders	$ (5,626,187)	$ (13,049,767)
Weighted average shares outstanding used in basic per common share computations	18,689,854	18,261,800
Stock options and restricted stock	—	—
Number of average shares used in diluted per common share computation	18,689,854	18,261,800
Basic net loss per share of common stock	$ (0.30)	$ (0.71)
Diluted net loss per share of common stock	$ (0.30)	$ (0.71)

Diluted net loss per share excludes the effect of 2,411,879 and 2,437,323 outstanding stock options in fiscal 2015 and 2014 , respectively. The inclusion of these shares would have been anti-dilutive. For fiscal 2015 and 2014, the outstanding common stock warrants of 1,400,000 would have an anti-dilutive effect if included in Diluted EPS and, therefore, were not included in the calculation.

Loss Contingencies

We are subject to the possibility of various loss contingencies arising in the course of business. We consider the likelihood of the loss or impairment of an asset or the incurrence of a liability as well as our ability to reasonably estimate the amount of loss in determining loss contingencies. An estimated loss contingency is accrued when it is probable that a liability has been incurred or an asset has been impaired and the amount of loss can be reasonably estimated. We regularly evaluate current information available to us to determine whether to accrue for a loss contingency and adjust any previous accrual.

Recent Accounting Pronouncements

In August 2014, the FASB issued an accounting standard update relating to disclosures of uncertainties about an entity's ability to continue as a going concern. The update provides guidance about management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures in the event that there is such substantial doubt. The update will be effective for us on February 1, 2017.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. In July 2015, the FASB delayed the effective date by one year and the guidance will now be effective for us on February 1, 2018. Early adoption is permitted. The guidance is to be applied using one of two retrospective application methods. We are currently evaluating the impact of the adoption of this accounting standard update on our internal processes, operating results, and financial reporting.

In April 2015, the FASB issued an accounting standard update relating to simplifying the presentation of debt issuance costs. The amendments in this update require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The update will be effective for us on February 1, 2016.

In September 2015, the FASB issued an accounting standard update relating to the accounting for business combinations. The amendments in this update require that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. The amendments in this update require that the acquirer record, in the same period's financial statements, the effect on earnings of changes in depreciation, amortization, or other income effects, if any, as a result of the change to the provisional amounts, calculated as if the accounting had been completed at the acquisition date. The amendments in this update require an entity to present separately on the face of the income statement or disclose in the notes the portion of the amount recorded in current-period earnings by line item that would have been recorded in previous reporting periods if the adjustment to the provisional amounts had been recognized as of the acquisition date. The update will be effective for us on February 1, 2016.

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes* , to simplify the presentation of the deferred income taxes. The ASU requires that all deferred tax assets and liabilities, along with any related valuation allowance, be classified as noncurrent on the balance sheet. The guidance does not change the existing requirement that only permits offsetting within a tax-paying component of an entity. This guidance is effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods, but may be adopted earlier. The Company elected to early adopt ASU 2015-17 prospectively in the fourth quarter of fiscal 2015. As a result, all deferred tax assets and liabilities will be presented as noncurrent on the consolidated balance sheet as of January 31, 2016. There was no impact on our results of operations as a result of the adoption of ASU 2015-17.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The ASU is effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. The update will be effective for us on February 1, 2019. Early adoption of the update is permitted. The Company is evaluating the impact of the adoption of this update on our consolidated financial statements and related disclosures.

NOTE 3 — ACQUISITIONS

On October 25, 2013, we entered into a Software License and Royalty Agreement (the “Royalty Agreement”) with Montefiore Medical Center (“Montefiore”) pursuant to which it entered into an agreement for an exclusive, worldwide 15 -year license of Montefiore’s proprietary clinical analytics platform solution, Clinical Looking Glass® (“CLG”), now known as our Looking Glass® Clinical Analytics solution. In addition, Montefiore assigned to us the existing license agreement with a customer using CLG. As consideration under the Royalty Agreement, Streamline paid Montefiore a one-time initial base royalty fee of $3,000,000 , and we are obligated to pay on-going quarterly royalty amounts related to future sublicensing of CLG by Streamline. Additionally, Streamline has committed that Montefiore will receive at least an additional $3,000,000 of on-going royalty payments within the first six and one-half years of the license term. As of January 31, 2016 and 2015 , the present value of this royalty liability was $2,292,000 and $2,386,000 , respectively.

On February 3, 2014, we completed the acquisition of Unibased Systems Architecture, Inc. (“Unibased”), a provider of patient access solutions, including enterprise scheduling and surgery management software, for healthcare organizations throughout the United States, pursuant to an Agreement and Plan of Merger dated January 16, 2014 (the “Merger Agreement”). The total purchase price for Unibased was $6,500,000 , subject to net working capital and other customary adjustments. A portion of the total purchase price was withheld in escrow as described in the Merger Agreement for certain transaction and indemnification of claimed damages. In April 2015, the Company received $750,000 from the cash withheld in escrow, which is included in miscellaneous income.

Pursuant to the Merger Agreement, we acquired all of the issued and outstanding common stock of Unibased, and Unibased became a wholly-owned subsidiary of Streamline. Under the terms of the Merger Agreement, Unibased stockholders received cash for each share of Unibased common stock held. The preliminary purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date as follows:

		Balance at February 3, 2014
Assets purchased:		
Cash	$	59,000
Accounts receivable		221,000
Other assets		61,000
Internally-developed software		2,017,000
Client relationships		647,000
Trade name		26,000
Goodwill (1)		4,251,000
Total assets purchased		7,282,000
Liabilities assumed:		
Accounts payable and accrued liabilities		362,000
Deferred revenue obligation, net		793,000
Deferred income taxes		9,000
Net assets acquired	$	6,118,000
Cash paid	$	6,118,000

(1) Goodwill represents the excess of purchase price over the estimated fair value of net tangible and intangible assets acquired, which is not deductible for tax purposes.

The operating results of Unibased are not material for proforma disclosure.

NOTE 4 — DERIVATIVE LIABILITIES

As discussed further in Note 14 - Private Placement Investment, in conjunction with the 2012 private placement investment, the Company issued common stock warrants exercisable for up to 1,200,000 of common stock at an exercise price of $3.99 per share. The warrants were initially classified in stockholders' equity as additional paid-in capital at the allocated amount, net of allocated transaction costs, of $1,425,000 . Effective October 31, 2012, upon stockholder approval of anti-dilution provisions that reset the warrant's exercise price if a dilutive issuance occurs, the warrants were reclassified as non-current derivative liabilities. The fair value of the warrants was $4,139,000 at October 31, 2012, with the difference between the fair value and carrying value recorded to additional paid-in capital. Effective as of the reclassification as derivative liabilities, the warrants are re-valued at each reporting date, with changes in fair value recognized in earnings each reporting period as a credit or charge to miscellaneous income (expense). The fair value of the warrants at January 31, 2016 and 2015 was $205,000 and $1,834,000 , respectively. The change in fiscal 2015 and 2014 reflects $1,629,000 and $2,283,000 , respectively, of miscellaneous income recognized in the consolidated statements of operations as a result of decreases in the fair value of the warrants. The estimated fair value of the warrant liabilities as of January 31, 2016 was computed using the Black-Scholes option pricing model based on the following assumptions: annual volatility of 60.1% ; risk-free rate of 0.6% , dividend yield of 0.0% and expected life of two years. The estimated fair value of the warrant liabilities as of January 31, 2015 was computed using Monte-Carlo simulations based on the following assumptions: annual volatility of 55% ; risk-free rate of 0.8% , dividend yield of 0.0% and expected life of three years.

NOTE 5 — OPERATING LEASES

The Company rents office and data center space and equipment under non-cancelable operating leases that expire at various times through fiscal year 2022 . Future minimum lease payments under non-cancelable operating leases for the next five fiscal years and thereafter are as follows:

	Facilities	Equipment	Fiscal Year Totals
2016	$ 969,000	$ 2,000	$ 971,000
2017	1,007,000	—	1,007,000
2018	1,039,000	—	1,039,000
2019	967,000	—	967,000
2020	504,000	—	504,000
Thereafter	964,000	—	964,000
Total	$ 5,450,000	$ 2,000	$ 5,452,000

Rent and leasing expense for facilities and equipment was $1,274,000 and $1,652,000 for fiscal years 2015 and 2014 , respectively.

NOTE 6 — DEBT

Term Loan and Line of Credit

In December 2013, we amended and restated our previously outstanding senior credit agreement and amended the subordinated credit agreement with Fifth Third Bank to increase the senior term loan to $ 8,500,000 , reduce the interest rates, and extend the maturity of the senior term loan and the $ 5,000,000 revolving line of credit to December 1, 2018 and December 1, 2015, respectively. In January 2014, we paid the subordinated term loan in full. The outstanding senior term loan was secured by substantially all of our assets. The senior term loan principal balance was payable in monthly installments of $101,000 , which started in January 2014 and would have continued through the maturity date, with the full remaining unpaid principal balance due at maturity. Borrowings under the senior term loan bore interest at a rate of LIBOR plus 5.25% . However, as a result of our interest rate swap, the interest rate was fixed at 6.42% until October 27, 2014, when the interest rate swap agreement was terminated. Accrued and unpaid interest on the senior term loan was due monthly through maturity. We paid $116,000 in closing fees in connection with this senior term loan, which was recorded as a debt discount and amortized to interest expense over the term of the loan using the effective interest method.

Borrowings under the revolving line of credit bore interest at a rate equal to LIBOR plus 3.50% . We paid a commitment fee of 0.40% on the unused revolving line of credit on a quarterly basis.

On November 21, 2014, we entered into a Credit Agreement (the “Credit Agreement”) with Wells Fargo Bank, N.A., as administrative agent, and other lender parties thereto. Pursuant to the Credit Agreement, the lenders agreed to provide a $10,000,000 senior term loan and a $5,000,000 revolving line of credit to our primary operating subsidiary. Amounts outstanding under the Credit Agreement bear interest at either LIBOR or the base rate, as elected by the Company, plus an applicable margin. Subject to the Company’s leverage ratio, the applicable LIBOR rate margin varies from 4.25% to 5.25% , and the applicable base rate margin varies from 3.25% to 4.25% . Pursuant to the terms of the amendment to the Credit Agreement entered into as of April 15, 2015, going forward the applicable LIBOR rate margin varies from 4.25% to 6.25% , and the applicable base rate margin varies from 3.25% to 5.25% . The term loan and line of credit mature on November 21, 2019 and provide support for working capital, capital expenditures and other general corporate purposes, including permitted acquisitions. At closing, the Company repaid indebtedness under its prior credit facility using approximately $7,400,000 of the proceeds provided by the term loan. The prior credit facility with Fifth Third Bank was terminated concurrent with the entry of the Credit Agreement and unamortized debt financing costs and discount of $315,000 associated with the terminated debt was included in loss on early extinguishment of debt. Financing costs of $355,000 associated with the new credit facility are being amortized over its term on a straight-line basis, which is not materially different from the effective interest method.

The Credit Agreement includes customary financial covenants, including the requirements that the Company maintain minimum liquidity and achieve certain minimum EBITDA levels (as defined in the Credit Agreement). In addition, the credit facility prohibits the Company from paying dividends on the common and preferred stock. In addition to the changes to the rate margins referenced above, the April 2015 amendment to the Credit Agreement reset the financial covenants. As such, the Company is required to maintain minimum liquidity of at least (i) $5,000,000 through April 15, 2015, (ii) $6,500,000 from April 16, 2015 through and including July 30, 2015, (iii) $7,000,000 from July 31, 2015 through and including January 30, 2016, and (iv) $7,500,000 from January 31, 2016 through and including the maturity date of the credit facility.

The following table shows our future minimum EBITDA covenant thresholds, as modified by the amendment to the Credit Agreement:

For the four-quarter period ended	Minimum EBITDA
April 30, 2015	$ (2,500,000)
July 31, 2015	(1,750,000)
October 31, 2015	(750,000)
January 31, 2016	500,000

For the four-quarter period ending April 30, 2016, and fiscal quarters thereafter, the minimum EBITDA will be determined within 30 days following delivery of, and based upon, the projections then most recently delivered by the Company.

As of January 31, 2016 , the Company had no outstanding borrowings under the revolving line of credit, and had accrued $2,000 in unused balance commitment fees.

Note Payable

In November 2013, as part of the settlement of the earn-out consideration in connection with the 2011 Interpoint acquisition, we issued an unsecured, subordinated three -year note in the amount of $900,000 ("Note Payable") that would have matured on November 1, 2016 and accrued interest on the unpaid principal amount outstanding at a per annum rate equal to 8% . Annual principal payments of $300,000 were due on November 1, 2014, 2015 and 2016. At closing of the Credit Agreement with Wells Fargo described above, we repaid our indebtedness under this note using approximately $600,000 of the proceeds provided by the term loan.

Outstanding principal balances on debt consisted of the following at:

	January 31, 2016	January 31, 2015
Senior term loan	$ 8,535,000	$ 10,000,000
Capital lease	686,000	1,365,000
Total	9,221,000	11,365,000
Less: Current portion	1,266,000	1,282,000
Non-current portion of long-term debt	$ 7,955,000	$ 10,083,000

Future repayments of long-term debt by fiscal year consisted of the following at January 31, 2016 :

	Senior Term Loan	Capital Lease (1)	Total
2016	$ 674,000	$ 618,000	$ 1,292,000
2017	898,000	93,000	991,000
2018	898,000	—	898,000
2019	6,064,000	—	6,064,000
Total repayments	$ 8,534,000	$ 711,000	$ 9,245,000

(1) Future minimum lease payments include principal plus interest.

Interest Rate Swap

As of January 31, 2014, the Company maintained one effective hedging relationship via one distinct interest rate swap agreement (maturing December 1, 2020), which required the Company to pay interest at a fixed rate of 6.42% and receive interest at a variable rate. This interest rate swap agreement was designated to hedge $ 8,500,000 of a variable rate debt obligation. The one-month LIBOR rate on each reset date determined the variable portion of the interest rate swap for the following month. The interest rate swap settled any accrued interest for cash on the first day of each calendar month, until expiration. At such dates, the differences to be paid or received on the interest rate swap were included in interest expense. No premium or discount was incurred upon the Company entering into the interest rate swap, because the pay and receive rates on the interest rate swap represented prevailing rates for the counterparty at the time the interest rate swap was entered into.

The interest rate swap qualified for cash flow hedge accounting treatment and as such, the Company had effectively hedged its exposure to variability in the future cash flows attributable to the one-month LIBOR on its $ 8,500,000 of variable rate obligation. The change in the fair value of the interest rate swap was recorded on the Company's consolidated balance sheet as an asset or liability with the effective portion of the interest rate swap's gains or losses reported as a component of other comprehensive loss and the ineffective portion reported in earnings (interest expense). As of January 31, 2014, the

Company had a fair value liability of approximately $111,000 for the effective portion of the interest rate swap. During the third quarter of fiscal 2014, the interest rate swap was terminated prior to its maturity, and losses accumulated in other comprehensive loss were reclassified into earnings.

NOTE 7 — GOODWILL AND INTANGIBLE ASSETS

The goodwill activity is summarized as follows:

	Goodwill
Balance January 31, 2014	$ 11,934,000
Goodwill acquired during fiscal 2014	4,251,000
Balance January 31, 2015 and January 31, 2016	$ 16,185,000

Intangible assets, net, consist of the following:

	January 31, 2016			
	Estimated Useful Life	Gross Assets	Accumulated Amortization	Net Assets
Definite-lived assets:				
Trade name	1 year	$ 26,000	$ 26,000	$ —
Client relationships	10-15 years	5,932,000	2,220,000	3,712,000
Covenants not to compete	0.5-15 years	856,000	667,000	189,000
Supplier agreements	5 years	1,582,000	1,094,000	488,000
License agreement	15 years	4,431,000	665,000	3,766,000
Total		$ 12,827,000	$ 4,672,000	$ 8,155,000

	January 31, 2015			
	Estimated Useful Life	Gross Assets	Accumulated Amortization	Net Assets
Definite-lived assets:				
Trade name	1 year	$ 26,000	$ 26,000	$ —
Client relationships	10-15 years	5,932,000	1,548,000	4,384,000
Covenants not to compete	0.5-15 years	856,000	606,000	250,000
Supplier agreements	5 years	1,582,000	778,000	804,000
License agreement	15 years	4,431,000	369,000	4,062,000
Total		$ 12,827,000	$ 3,327,000	$ 9,500,000

In fiscal 2014, management determined that the concerted effort to rebrand the Company's solutions under a single, harmonized Looking Glass® marketing platform moving forward, eroded, in total, the value of the Meta Trade name. As a result, the Company recorded a $1,952,000 loss, which is reflected in Impairment of intangible assets on the Consolidated Statements of Operations.

Amortization over the next five fiscal years for intangible assets is estimated as follows:

	Annual Amortization Expense
2016	$ 1,298,000
2017	1,088,000
2018	863,000
2019	826,000
2020	791,000
Thereafter	3,289,000
Total	$ 8,155,000

NOTE 8 — INCOME TAXES

Income taxes consist of the following:

	Fiscal Year	
	2015	2014
Current tax (expense) benefit:		
Federal	$ —	$ 131,816
State	(17,578)	34,611
	(17,578)	166,427
Deferred tax benefit:		
Federal	8,838	663,681
State	737	56,901
	9,575	720,582
Current and deferred tax (expense) benefit	$ (8,003)	$ 887,009

The income tax (expense) benefit for income taxes differs from the amount computed using the federal statutory income tax rate as follows:

	Fiscal Year	
	2015	2014
Federal tax benefit at statutory rate	$ 1,455,816	$ 4,385,479
State and local taxes, net of federal benefit (expense)	(267,997)	325,966
Change in valuation allowance	(1,629,786)	(4,030,864)
Permanent items:		
Incentive stock options	(513,708)	(421,366)
Transaction costs	—	(5,291)
Escrow refund	255,000	—
Change in fair value of warrants liability	553,951	776,337
Other	(28,914)	(44,719)
Reserve for uncertain tax position	—	164,127
Other	167,635	(262,660)
Income tax (expense) benefit	$ (8,003)	$ 887,009

The Company provides deferred income taxes for temporary differences between assets and liabilities recognized for financial reporting and income tax purposes. The income tax effects of these temporary differences and credits are as follows:

	January 31,	
	2016	2015
Deferred tax assets:		
Allowance for doubtful accounts	$ 58,379	$ 245,252
Deferred revenue	244,163	372,275
Accruals	203,291	174,658
Net operating loss carryforwards	15,179,685	14,905,174
Stock compensation expense	592,654	438,659
Property and equipment	78,295	—
AMT credit	102,144	102,144
Other	17,794	8,912
Total deferred tax assets	16,476,405	16,247,074
Valuation allowance	(14,184,030)	(12,554,242)
Net deferred tax assets	2,292,375	3,692,832
Deferred tax liabilities:		
Property and Equipment	—	(21,755)
Definite-lived intangible assets	(2,292,375)	(3,671,077)
Indefinite-lived intangibles	—	(9,575)
Total deferred tax liabilities	(2,292,375)	(3,702,407)
Net deferred tax liabilities	$ —	$ (9,575)

At January 31, 2016 , the Company had U.S. federal net operating loss carry forwards of $ 44,347,000 , which expire at various dates through fiscal 2035. The Company also has an Alternative Minimum Tax net operating loss carry forward of $ 39,656,000 , which has an unlimited carry forward period. The Company also had state net operating loss carry forwards of $ 16,144,000 , which expire on or before fiscal 2035.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. The Company established a valuation allowance of $14,184,000 and $12,554,000 at January 31, 2016 and 2015 , respectively. The increase in the valuation allowance of $1,630,000 was driven primarily by losses incurred during the year ended January 31, 2016 . Management believes it is more likely than not the Company will realize the remaining deferred tax assets, net of existing valuation allowances, in future years.

Due to the reporting requirements of ASC 718, $1,592,000 of the net operating loss carryforward (tax effected $588,000) is not recorded on the Company's balance sheet because the loss was created by the tax benefits of stock option exercises, which cannot be recognized for book purposes until the benefit has been realized by actually reducing taxes payable. When recognized, the tax benefit of these losses will be accounted for as a credit to additional paid in capital rather than a reduction of the income tax provision.

The Company and its subsidiary are subject to U.S. federal income tax as well as income taxes in multiple state and local jurisdictions. The Company has concluded all U.S. federal tax matters for years through January 31, 2011. All material state and local income tax matters have been concluded for years through January 31, 2010.

The Company did not have a reserve for uncertain tax positions as of both January 31, 2016 and 2015 . As of both January 31, 2016 and 2015 , the Company had no accrued interest and penalties associated with unrecognized tax benefits.

A reconciliation of the beginning and ending amounts of gross unrecognized tax benefits (excluding interest and penalties) is as follows:

	2015	2014
Beginning of fiscal year	$ —	$ 121,000
Additions for tax positions of prior years	—	—
Reductions for tax positions of prior years	—	—
Reductions attributable to lapse of statute of limitations	—	(121,000)
End of fiscal year	$ —	$ —

NOTE 9 — MAJOR CLIENTS

During fiscal year 2015 , no individual client accounted for 10% or more of our total revenues. Two clients represented 13% and 12% , respectively, of total accounts receivable as of January 31, 2016 .

During fiscal year 2014 , no individual client accounted for 10% or more of our total revenues. Two clients represented 16% and 10% , respectively, of total accounts receivable as of January 31, 2015 .

NOTE 10 — EMPLOYEE RETIREMENT PLAN

The Company has established a 401(k) retirement plan that covers all associates. Company contributions to the plan may be made at the discretion of the board of directors. The Company matches 100% up to the first 4% of compensation deferred by each associate in the 401(k) plan. The total compensation expense for this matching contribution was $499,000 and $440,000 in fiscal 2015 and 2014 , respectively.

NOTE 11 — EMPLOYEE STOCK PURCHASE PLAN

The Company has an Employee Stock Purchase Plan under which associates may purchase up to 1,000,000 shares of common stock. Under the plan, eligible associates may elect to contribute, through payroll deductions, up to 10% of their base pay to a trust during any plan year, i.e., January 1 through December 31 of the same year. Semi-annually, typically in January and July of each year, the plan issues for the benefit of the employees shares of common stock at the lesser of (a) 85% of the fair market value of the common stock on the first day of the vesting period, January 1 or July 1, or (b) 85% of the fair market value of the common stock on the last day of the vesting period, June 30 or December 31 of the same year. At January 31, 2016 , 528,164 shares remain that can be purchased under the plan.

The Company recognized compensation expense of $20,000 and $14,000 for fiscal years 2015 and 2014 , respectively, under this plan.

During fiscal 2015 , 27,071 shares were purchased at the price of $2.38 per share and 42,050 shares were purchased at the price of $1.20 per share; during fiscal 2014 , 11,141 shares were purchased at the price of $4.08 per share and 9,900 shares were purchased at the price of $3.68 per share. The cash received for shares purchased from the plan was $115,000 and $82,000 in fiscal 2015 and 2014 , respectively.

The purchase price at June 30, 2016, will be 85% of the lower of (a) the closing price on January 4, 2016 ($1.41) or (b) the closing price on June 30, 2016.

NOTE 12 — STOCK BASED COMPENSATION

Stock Option Plans

The Company’s Amended and Restated 2013 Stock Incentive Plan (the “2013 Plan”) authorizes the Company to issue up to 4,500,000 equity awards (stock options, stock appreciation rights or “SAR’s”, and restricted stock) to directors and associates of the Company. The 2013 Plan replaced the 2005 Incentive Compensation Plan (the “2005 Plan”). Outstanding awards under the 2005 Plan continue to be governed by the terms of the 2005 Plan until exercised, expired or otherwise terminated or canceled, but no further equity awards are allowed to be granted under the 2005 Plan. The options granted under the 2013 Plan and 2005 Plan have terms of ten years or less, and typically vest and become fully exercisable ratably over three years of continuous service to the Company from the date of grant. At January 31, 2016 and 2015 , options to purchase 2,186,879 and 1,737,323 shares of the Company’s common stock, respectively, have been granted and are outstanding. There are no SAR’s outstanding.

In fiscal 2015 and 2014, inducement grants were approved by the Company's Board of Directors pursuant to NASDAQ Marketplace Rule 5635(c)(4). The terms of the grants were nearly identical to the terms and conditions of the Company’s stock incentive plans in effect at the time of each inducement grant.

For the year ended January 31, 2016 , no stock options were issued, 405,417 options expired, 69,583 options were forfeited, and no stock options were exercised. For the year ended January 31, 2015 , 300,000 stock options were issued, 125,694 options expired, 99,722 were forfeited, and 205,556 were exercised. At January 31, 2016 and 2015 , there were 225,000 and 700,000 options outstanding, respectively. Please see "Restricted Stock" section for information on the restricted shares.

A summary of stock option activity follows:

	Options	Weighted Average Exercise Price	Remaining Life in Years	Aggregate intrinsic value
Outstanding as of February 1, 2015	2,437,323	$ 4.52		
Granted	1,011,828	3.02		
Exercised	(75,000)	2.15		
Expired	(704,326)	3.67		
Forfeited	(257,946)	4.97		
Outstanding as of January 31, 2016	2,411,879	$ 4.16 (1)	8.09	$ 4,003,719
Exercisable as of January 31, 2016	1,000,037	$ 4.75 (2)	6.82	$ 1,660,061
Vested or expected to vest as of January 31, 2016	1,990,872	$ 4.25	7.90	$ 3,304,848

(1) The exercise prices range from $1.53 to $8.17 , of which 207,924 shares are between $1.53 and $2.00 per share, 862,938 shares are between $2.08 and $4.00 per share, and 1,341,017 shares are between $4.02 and $8.17 per share.

(2) The exercise prices range from $1.53 to $8.17 , of which 97,924 shares are between $1.53 and $2.00 per share, 268,356 shares are between $2.08 and $4.00 per share, and 633,757 shares are between $4.02 and $8.17 per share.

For fiscal 2015 and 2014 , the weighted average grant date fair value of options granted during the year was $1.64 and $2.90 , respectively, and the total intrinsic value of options exercised during the year was $125,000 and $990,000 , respectively.

The fiscal 2015 and 2014 stock-based compensation was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted average assumptions for each fiscal year:

	2015	2014
Expected life	6 years	6 years
Risk-free interest rate	1.51%	1.35%
Weighted average volatility factor	0.59	0.60
Dividend yield	—	—
Forfeiture rate	30%	22%

At January 31, 2016 , there was $1,588,000 of unrecognized compensation cost related to non-vested stock-option awards. That cost is expected to be recognized over a remaining weighted average period of 1.8 years. The expense associated with stock option awards was $1,783,000 and $1,655,000 , respectively, for fiscal 2015 and 2014 . Cash received from the exercise of options and purchases pursuant to the Employee Stock Purchase Plan was $276,000 and $552,000 , respectively, in fiscal 2015 and 2014 .

The 2005 Plan and the 2013 Plan contain change in control provisions whereby any outstanding equity awards under the plans subject to vesting, which have not fully vested as of the date of the change in control, shall automatically vest and become immediately exercisable. One of the change in control provisions is deemed to occur if there is a change in beneficial ownership, or authority to vote, directly or indirectly, securities representing 20% or more of the total of all of the Company's then outstanding voting securities, unless through a transaction arranged by, or consummated with the prior approval of the Board of Directors. Other change in control provisions relate to mergers and acquisitions or a determination of change in control by the Company's Board of Directors.

Restricted Stock

The Company is authorized to grant restricted stock awards to associates and directors under the 2013 Plan. The Company has also issued restricted stock as inducement grants to certain new employees. The restrictions on the shares granted generally lapse over a one -year term of continuous employment from the date of grant. The grant date fair value per share of restricted stock, which is based on the closing price of our common stock on the grant date, is expensed on a straight-line basis as the restriction period lapses. The shares represented by restricted stock awards are considered outstanding at the grant date, as the recipients are entitled to voting rights. A summary of restricted stock award activity for fiscal 2014 and 2015 is presented below:

	Non-vested Number of Shares	Weighted Average Grant Date Fair Value
Non-vested balance at January 31, 2014	29,698	$ 6.01
Granted	120,306	4.31
Vested	(29,698)	6.65
Forfeited/expired	—	—
Non-vested balance at January 31, 2015	120,306	$ 4.31
Granted	118,180	2.62
Vested	(120,306)	4.31
Forfeited/expired	(5,800)	4.31
Non-vested balance at January 31, 2016	112,380	$ 2.62

At January 31, 2016 , there was $77,000 of unrecognized compensation cost related to restricted stock awards. That cost is expected to be recognized over a remaining period of one year or less.

The expense associated with restricted stock awards was $582,000 and $265,000 , respectively, for fiscal 2015 and 2014 .

NOTE 13 — COMMITMENTS AND CONTINGENCIES

Litigation

The Company is, from time to time, a party to various legal proceedings and claims, which arise in the ordinary course of business. Other than the matter described below, the Company is not aware of any legal matters that could have a material adverse effect on the Company's consolidated results of operations, financial position, or cash flows.

On February 12, 2014, the Company entered into a strategic alliance agreement with CentraMed, Inc. ("CentraMed"). On May 6, 2014, the Company signed an asset purchase agreement with CentraMed. This purchase agreement provided for the Company's purchase of substantially all of CentraMed's assets related to its business of providing healthcare analytics and consulting services to hospitals, physicians, and other providers. The agreement provided the Company the right to terminate the agreement in a number of circumstances, including if the Company was not satisfied, in its sole and absolute discretion, with the results of its due diligence review; the Company's senior lender did not consent to the transactions contemplated by the agreement; or the Company's Board did not authorize the transactions contemplated by the agreement. On January 12, 2015, the Company terminated the purchase agreement in accordance with its termination rights.

On March 9, 2015, CentraMed asserted claims against the Company for breach of contract, misrepresentation, tortious interference with contracts and prospective economic relationships and bad faith in connection with the strategic alliance agreement and the asset purchase agreement. On March 24, 2015, the Company rejected the aforementioned claims and denied any liability to CentraMed. The Company intends to contest vigorously any action instituted against it by CentraMed. Because of the many questions of fact and law that may arise, the outcome of this matter is uncertain at this point. Based on the information available to us at present, we cannot reasonably estimate a range of loss for this matter and, accordingly, we have not accrued any liability associated with this matter.

NOTE 14 – PRIVATE PLACEMENT INVESTMENT

On August 16, 2012, the Company completed a $12,000,000 private placement investment ("private placement investment") with affiliated funds and accounts of Great Point Partners, LLC, and Noro-Moseley Partners VI, L.P., and another investor. The investment consisted of the following instruments: issuance of 2,416,785 shares of a new Series A 0% Redeemable Convertible Preferred Stock ("Series A Preferred Stock") at $3.00 per share, common stock warrants ("warrants") exercisable for up to 1,200,000 shares of the Company's common stock at an exercise price of $3.99 per share, and convertible subordinated notes payable in the aggregate principal amount of $5,699,577 , which upon stockholder approval, converted into 1,583,210 shares of Series A Preferred Stock. The proceeds were allocated among the instruments based on their relative fair values as follows:

	Adjusted Fair Value at August 16, 2012	Proceeds Allocation at August 16, 2012	
Instruments:			
Series A Preferred Stock	$ 9,907,820	$ 6,546,146	(1)
Convertible subordinated notes payable	5,699,577	3,765,738	(2)
Warrants	2,856,000	1,688,116	(3)
Total investment	$ 18,463,397	$ 12,000,000	

(1) The Series A Preferred Stock convert on a 1 :1 basis into common stock, but differ in value from common stock due to the downside protection relative to common stock in the event the Company liquidates, and the downside protection, if, after four years, the holder has not converted and the stock is below $3.00 . The fair value of Series A Preferred Stock was determined using a Monte-Carlo simulation following a Geometric Brownian Motion, using the following assumptions: annual volatility of 75% , risk-free rate of 0.9% and dividend yield of 0.0% . The model also utilized the following assumptions to account for the conditions within the agreement: after four years, if the simulated common stock price fell below a price of $3.00 per share, the convertible preferred stock would automatically convert to common stock on a 1 :1 basis moving forward at a price of exactly $3.00 per share and a forced conversion if the simulated stock price exceeded $8.00 per share.

(2) The fair value of convertible subordinated notes payable was determined based on its current yield as compared to that of those currently outstanding in the marketplace. Management reviewed the convertible note agreement and determined that the note's interest rate is a reasonable representative of a market rate; therefore the face or principal amount of the loan is a reasonable estimate of its fair value.

(3) The fair value of the common stock warrants was determined using a Monte-Carlo simulation following a Geometric Brownian motion, using the following assumptions: annual volatility of 75% , risk-free rate of 0.9% , dividend yield of 0.0% and expected life of 5 years. Because the dilutive down-round financing was subject to stockholder approval, which had not happened at the time of the valuation, the model utilized the assumption that the down-round financing would not occur within the simulation.

The Company incurred legal, placement and other adviser fees of $1,894,000 , including $754,000 in costs for warrants issued to placement agents. The total transaction costs were allocated among the instruments of the private placement investment based on their relative fair values as follows: $611,000 to subordinated convertible notes as deferred financing costs, $1,020,000 to Series A Preferred Stock as discount on Series A Preferred Stock and $263,000 to warrants as a charge to additional paid in capital.

Series A Convertible Preferred Stock

In connection with the private placement investment, the Company issued 2,416,785 shares of Series A Preferred Stock at $3.00 per share. Each share of the Series A Preferred Stock is convertible into one share of the Company's common stock. The price per share of Series A Preferred Stock and the conversion price for the common stock was less than the "market value" of the common stock of $3.82 (as defined in the rules of the Nasdaq Stock Market) on the date of execution of the definitive agreements. The Series A Preferred Stock does not pay a dividend, however, the holders are entitled to receive dividends on shares of Preferred Stock equal (on an as-if-converted-to-common-stock basis) to and in the same form as dividends (other than dividends in the form of common stock) actually paid on shares of the common stock. The Series A Preferred Stock has voting rights on a modified as-if-converted-to-common-stock-basis. The Series A Preferred Stock has a non-participating liquidation right equal to the original issue price plus accrued unpaid dividends, which are senior to the Company's common stock. The Series A Preferred Stock can be converted to common shares at any time by the holders, or at the option of the Company if the arithmetic average of the daily volume weighted average price of the common stock for the ten day period prior to the measurement date is greater than $8.00 per share, and the average daily trading volume for the sixty day period immediately prior to the measurement date exceeds 100,000 shares. The conversion price is $3.00 per share, subject to certain adjustments.

The allocation of the proceeds and transaction costs based on relative fair values of the instruments resulted in recognition of a discount on the Series A Preferred Stock of $4,410,000 , including a discount attributable to a beneficial conversion feature of $2,686,000 , which is being amortized from the date of issuance to the earliest redemption date. For the years ended January 31, 2016 and 2015 , the Company recognized $1,336,000 and $1,038,000 , respectively, of amortization of the discount on Series A Preferred Stock as deemed dividends charged to additional paid in capital, computed under the effective interest rate method. The value of the beneficial conversion feature is calculated as the difference between the effective conversion price of the Series A Preferred Stock and the fair market value of the common stock into which the Series A Preferred Stock are convertible at the commitment date.

On November 1, 2012, upon shareholder approval, the convertible subordinated notes were converted into shares of Series A Convertible Preferred Stock. The convertible subordinated notes had an aggregate principal amount of $5,699,577 and converted into an aggregate of 1,583,210 shares of Preferred Stock. The Company recorded a loss upon conversion of $5,913,000 , which represented the difference between the aggregate fair value of the Preferred Stock issued of $9,183,000 , based on a $5.80 fair value per share, and the total of carrying value of the notes and unamortized deferred financing cost of $ 3,270,000 . The shares of Series A Preferred Stock issued for the conversion of notes payable are recorded at their aggregate redemption value of $4,750,000 with the difference between the fair value and redemption value of $4,433,000 recorded as additional paid in capital. The fair value of the Preferred Stock was determined using a Monte-Carlo simulation based on the following assumptions: annual volatility of 75% , risk-free rate of 0.8% , and dividend yield of 0.0% . The model also utilized the following assumptions to account for the conditions within the agreement: after four years , if the simulated common stock price fell below a price of $3.00 per share, the convertible preferred stock would automatically convert to common stock on a 1 :1 basis moving forward at a price of exactly $3.00 per share and a forced conversion if the simulated stock price exceeded $8.00 per share.

The following table sets forth the activity of the Series A Preferred Stock, classified as temporary equity, during the periods presented:

	Number of Shares	Series A Preferred Stock
Series A Preferred Stock, January 31, 2014	2,949,995	$ 5,599,668
Accretion of Preferred Stock discount	—	1,038,310
Series A Preferred Stock, January 31, 2015	2,949,995	6,637,978
Accretion of Preferred Stock discount	—	1,336,072
Series A Preferred Stock, January 31, 2016	2,949,995	$ 7,974,050

At any time following August 31, 2016, subject to the Subordination and Intercreditor among the preferred stockholders, the Company and Wells Fargo, each share of Series A Preferred Stock is redeemable at the option of the holder for an amount equal to the initial issuance price of $3.00 (adjusted to reflect stock splits, stock dividends or like events) plus any accrued and unpaid dividends thereon. The Series A Preferred Stock are classified as temporary equity as the securities are redeemable solely at the option of the holder.

In fiscal 2013, 1,050,000 shares of the Company's Series A Convertible Preferred Stock were converted into Common Stock. As a result, Series A Convertible Preferred Stock was reduced by $3,150,000 , with the offsetting increase to Common Stock and Additional Paid-in Capital. As of January 31, 2016 and 2015 , 2,949,995 shares of Series A Convertible Preferred Stock remained outstanding.

Common Stock Warrants

In conjunction with the private placement investment, the Company issued common stock warrants exercisable for up to 1,200,000 of the Company's common stock at an exercise price of $3.99 per share. The warrants can be exercised in whole or in part until February 16, 2018 . The warrants also include a cashless exercise option which allows the holder to receive a number of shares of common stock based on an agreed upon formula in exchange for the warrant rather than paying cash to exercise. The proceeds, net of transaction costs, allocated to the warrants of $1,425,000 were classified as equity on August 16, 2012, the date of issuance.

Effective October 31, 2012, upon shareholder approval of anti-dilution provisions that reset the warrants' exercise price if a dilutive issuance occurs, the warrants were reclassified as derivative liabilities. The provisions require the exercise price to reset to the lower price at which the dilutive issuance is consummated, if the dilutive issuance occurs prior to the second anniversary of the warrants' issuance. If a dilutive issuance occurs after the second anniversary of the warrants' issuance, then the exercise price will be reset in accordance with a weighted average formula that provides for a partial reset, based on the number of shares raised in the dilutive issuance relative to the number of common stock equivalents outstanding at the time of the dilutive issuance. The change in fair value of the warrants was accounted for as an adjustment to stockholders' equity for the period between the date of the contract's last classification as equity to the date of reclassification to liability. The fair value of the warrants was $4,139,000 at October 31, 2012. These warrants have been accounted for as derivative liabilities effective October 31, 2012, and as such, are re-valued at each reporting date, with changes in fair value recognized in earnings each reporting period as a charge or credit to other expenses.

On October 19, 2012, the Company also issued 200,000 warrants to its placement agents as a portion of the fees for services rendered in connection with the private placement investment. The warrants are exercisable through April 30, 2018 at a stated exercise price of $4.06 per share and can be exercised in whole or in part. The warrants also include a cashless exercise option that allows the holder to receive a number of shares of common stock based on an agreed upon formula in exchange for the warrants rather than paying cash to exercise. The warrants have no reset provisions. The warrants had a grant date fair value of $754,000 , and are classified as equity on the consolidated balance sheet. The estimated fair value of the warrants was determined by using Monte-Carlo simulations based on the following assumptions: annual volatility of 75% ; risk-free rate of 0.9% , dividend yield of 0.0% and expected life of five years.

The following table sets forth the warrants issued and outstanding as of January 31, 2016 :

	Number of Shares Issuable	Weighted Average Exercise Price
Warrants - private placement	1,200,000	$ 3.99
Warrants - placement agent	200,000	4.06
Total	1,400,000	$ 4.00

The fair value of the private placement warrants was $205,000 and $1,834,000 at January 31, 2016 and 2015 , respectively. No warrants were exercised or canceled during fiscal 2015 and 2014.

NOTE 15 — SUBSEQUENT EVENTS

We have evaluated subsequent events through April 20, 2016 and have determined that there are no subsequent events after January 31, 2016 for which disclosure is required.

Schedule II

Valuation and Qualifying Accounts and Reserves

Streamline Health Solutions, Inc.
For the two years ended January 31, 2016

Description	Balance at Beginning of Period	Additions: Charged to Costs and Expenses	Additions: Charged to Other Accounts	Deductions	Balance at End of Period
			(in thousands)		
Year ended January 31, 2016:					
Allowance for doubtful accounts	$ 666	$ 48	$ —	$ (559)	$ 155
Year ended January 31, 2015:					
Allowance for doubtful accounts	$ 267	$ 441	$ 1	$ (43)	$ 666

ITEM 9. ***Changes In And Disagreements With Accountants On Accounting And Financial Disclosure***

None.

ITEM 9A. ***Controls And Procedures***

Conclusions Regarding the Effectiveness of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that there is reasonable assurance that the information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure based on the definition of "disclosure controls and procedures" in Exchange Act Rules 13a-15(e) and 15d-15(e). In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, projections of any evaluation of effectiveness of our disclosure controls and procedures to future periods are subject to the risk that controls or procedures may become inadequate because of changes in conditions, or that the degree of compliance with the controls or procedures may deteriorate.

As of the end of the period covered by this report, an evaluation was performed under the supervision and with the participation of the Company's senior management, including the Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of the design and operation of the Company's disclosure controls and procedures to provide reasonable assurance of achieving the desired objectives of the disclosure controls and procedures. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed by, and under the supervision of, our Chief Executive Officer and Chief Financial Officer and effected by management and our Board of Directors to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Internal control over financial reporting includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Company.
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP and that receipts and expenditures of the Company are being made in accordance with authorization of our management and our Board of Directors.

- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Also, projections of any evaluation of the effectiveness of our internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management, with the participation of the chief executive officer and chief financial officer, assessed the effectiveness of the Company's internal control over financial reporting as of January 31, 2016, using criteria established in *Internal Control - Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and concluded that the Company's internal control over financial reporting was effective as of January 31, 2016.

This annual report on Form 10-K does not include an attestation report of our independent public accounting firm regarding internal control over financial reporting. Management's report is not subject to attestation by our independent public accounting firm pursuant to SEC rules that permit us to provide only management's report in this annual report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting during the fourth fiscal quarter ended January 31, 2016 that has materially affected, or is reasonably likely to materially affect, internal control over financial reporting.

ITEM 9B. ***Other Information***

None.

PART III

ITEM 10. ***Directors, Executive Officers And Corporate Governance***

Information regarding directors, executive officers and corporate governance will be set forth in the proxy statement for our 2016 annual meeting of stockholders and is incorporated herein by reference.

ITEM 11. ***Executive Compensation***

Information regarding executive compensation will be set forth in the proxy statement for our 2016 annual meeting of stockholders and is incorporated herein by reference.

ITEM 12. ***Securities Ownership Of Certain Beneficial Owners And Management And Related Stockholder Matters***

Information regarding security ownership of certain beneficial owners and management and related stockholder matters will be set forth in the proxy statement for our 2016 annual meeting of stockholders and is incorporated herein by reference.

ITEM 13. ***Certain Relationships, Related Transactions And Directors Independence***

Information regarding certain relationships and related transactions and director independence will be set forth in the proxy statement for our 2016 annual meeting of stockholders and is incorporated herein by reference.

ITEM 14. ***Principal Accounting Fees And Services***

Information regarding principal accountant fees and services will be set forth in the proxy statement for our 2016 annual meeting of stockholders and is incorporated herein by reference.

PART IV

ITEM 15. ***Exhibits, Financial Statement Schedules***

See Index to Consolidated Financial Statements and Schedule Covered by Reports of Registered Public Accounting Firms included in Part II, Item 8 of this annual report on Form 10-K.

(b). Exhibits

See Index to Exhibits contained in this annual report on Form 10-K.

SIGNATURES

Pursuant to the requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STREAMLINE HEALTH SOLUTIONS, INC.

By: / S / DAVID W. SIDES

David W. Sides
Chief Executive Officer

DATE: April 20, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities and on the date indicated.

/ S / DAVID W. SIDES David W. Sides	Chief Executive Officer and Director (Principal Executive Officer)	April 20, 2016
/s/ JONATHAN R. PHILLIPS Jonathan R. Phillips	Director	April 20, 2016
/s/ MICHAEL K. KAPLAN Michael K. Kaplan	Director	April 20, 2016
/s/ ALLEN S. MOSELEY Allen S. Moseley	Director	April 20, 2016
/s/ MICHAEL G. VALENTINE Michael G. Valentine	Director	April 20, 2016
/s/ JUDITH E. STARKEY Judith E. Starkey	Director	April 20, 2016
/s/ NICHOLAS A. MEEKS Nicholas A. Meeks	Chief Financial Officer (Principal Financial Officer)	April 20, 2016
/s/ MICHAEL W. HALLORAN Michael W. Halloran	Controller (Principal Accounting Officer)	April 20, 2016

INDEX TO EXHIBITS

EXHIBITS

3.1	Certificate of Incorporation of Streamline Health Solutions, Inc. f/k/a/ LanVision Systems, Inc., as amended through August 19, 2014 (Incorporated by reference from Exhibit 3.1 of the Form 10-Q, as filed with the SEC on September 15, 2014).
3.2	Bylaws of Streamline Health Solutions, Inc., as amended and restated through March 28, 2014, (Incorporated by reference from Exhibit 3.1 of Form 8-K, as filed with the Commission on April 3, 2014).
3.3	Certificate of Designation of Preferences, Rights and Limitations of Series A 0% Convertible Preferred Stock of Streamline Health Solutions, Inc. (Incorporated by reference from Exhibit 10.1 of the Form 8-K, as filed with the Commission on November 1, 2012).
4.1	Specimen Common Stock Certificate of Streamline Health Solutions, Inc. (Incorporated by reference from the Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996).
10.1#	Streamline Health Solutions, Inc. 1996 Employee Stock Purchase Plan, as amended and restated effective July 1, 2013 (Incorporated by reference from the Registration Statement on Form S-8, File Number 333-188763, as filed with the Commission on May 22, 2013).
10.2(a)#	2005 Incentive Compensation Plan of Streamline Health Solutions, Inc. (Incorporated by reference from Exhibit 10.1 of the Form 8-K, as filed with the Commission on May 26, 2005).
10.2(b)#	Amendment No. 1 to 2005 Incentive Compensation Plan of Streamline Health Solutions, Inc.(Incorporated by reference to Annex 1 of Definitive Proxy Statement on Schedule 14A, as filed with the Commission on April 13, 2011).
10.2(c)#	Amendment No. 2 to 2005 Incentive Compensation Plan of Streamline Health Solutions, Inc. (Incorporated by reference to Exhibit 4.3 of Registration Statement on Form S-8, as filed with the Commission on November 15, 2012).
10.3#	Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (Incorporated by reference from Appendix A to the Definitive Proxy Statement on Schedule 14A, as filed with the Commission on July 21, 2014).
10.3(a)#	Form of Restricted Stock Award Agreement for Non-Employee Directors (Incorporated by reference from Exhibit 10.2 of the Form 8-K, as filed with the Commission August 25, 2014).
10.3(b)#	Form of Restricted Stock Award Agreement for Executives (Incorporated by reference from Exhibit 10.3 of the Form 8-K, as filed with the Commission August 25, 2014).
10.3(c)#	Form of Stock Option Agreement for Executives (Incorporated by reference from Exhibit 10.4 of the Form 8-K, as filed with the Commission August 25, 2014).
10.4#	Employment Agreement dated September 10, 2014 by and between Streamline Health Solutions, Inc. and David W. Sides (Incorporated by reference from Exhibit 10.1 of the Form 10-Q, as filed with the Commission on December 9, 2014).
10.4(a)#	Amendment to Employment Agreement dated January 8, 2015 by and between Streamline Health Solutions, Inc. and David W. Sides (Incorporated by reference from Exhibit 10.2 of the Form 8-K, as filed with the Commission on January 9, 2015).
10.4(b)#*	Amendment No. 2 to Employment Agreement dated April 19, 2016 by and between Streamline Health Solutions, Inc. and David W. Sides.
10.5#	Employment Agreement among Streamline Health Solutions, Inc., Streamline Health, Inc. and Nicholas A. Meeks effective May 22, 2013 (Incorporated by reference from Exhibit 10.2 of the Form 8-K, as filed with the Commission on May 20, 2013).
10.5(a)#	Amendment No. 1 to Employment Agreement dated June 4, 2015 between Streamline Health Solutions, Inc. and Nicholas A. Meeks (Incorporated by reference from Exhibit 10.1 of the Form 10-Q, as filed with the Commission on June 9, 2015).
10.5(b)#*	Amendment No. 2 to Employment Agreement dated April 19, 2016 between Streamline Health Solutions, Inc. and Nicholas A. Meeks.

10.6#	Employment Agreement dated September 8, 2013 between Streamline Health Solutions, Inc. and Jack W. Kennedy Jr. (Incorporated by reference from Exhibit 10.1 of the Form 10-Q, as filed with the Commission on December 16, 2013).
10.6(a)#	Amendment No. 1 to Employment Agreement dated March 6, 2014 between Streamline Health Solutions, Inc. and Jack W. Kennedy Jr. (Incorporated by reference from Exhibit 10.14(b) of the Form 10-K, as filed with the Commission on June 13, 2014).
10.6(b)#	Amendment No. 2 to Employment Agreement dated June 4, 2015 between Streamline Health Solutions, Inc. and Jack W. Kennedy Jr. (Incorporated by reference from Exhibit 10.3 of the Form 10-Q, as filed with the Commission on June 9, 2015).
10.6(c)#	Amendment No. 3 to Employment Agreement dated December 4, 2015 between Streamline Health Solutions, Inc. and Jack W. Kennedy Jr. (Incorporated by reference from Exhibit 10.1 of the Form 10-Q, as filed with the Commission on December 10, 2015).
10.7#	Employment Agreement dated February 3, 2014 by and between Streamline Health Solutions, Inc. and Randolph W. Salisbury (Incorporated by reference from Exhibit 10.24 of the Form 10-K, as filed with the Commission on June 13, 2014).
10.7(a)#	Amendment No. 1 to Employment Agreement dated June 4, 2015 between Streamline Health Solutions, Inc. and Randolph W. Salisbury (Incorporated by reference from Exhibit 10.2 of the Form 10-Q, as filed with the Commission on June 9, 2015).
10.8#*	Employment Agreement dated March 15, 2016 between Streamline Health Solutions, Inc. and Shaun L. Priest.
10.9#	Form of Indemnification Agreement for all directors and officers of Streamline Health Solutions, Inc. (Incorporated by reference from Exhibit 10.1 of the Form 8-K, as filed with the Commission on June 7, 2006).
10.10	Reseller Agreement between IDX Information Systems Corporation and Streamline Health Solutions, Inc. entered into on January 30, 2002 (Incorporated by reference from Exhibit 10.11 of the Form 10-K for the fiscal year ended January 31, 2002, as filed with the Commission on April 29, 2002).
10.10(a)	First Amendment to the Reseller Agreement between IDX Information Systems Corporation and Streamline Health Solutions, Inc. entered into on May 3, 2002 (Incorporated by reference from Exhibit 10 of the Form 10-Q for the quarter ended April 30, 2002, as filed with the Commission on June 4, 2002).
10.11	Software License and Royalty Agreement dated October 25, 2013 between Streamline Health, Inc. and Montefiore Medical Center (Incorporated by reference from Exhibit 10.2 of the Form 10-Q, as filed with the Commission on December 16, 2013).
10.12	Credit Agreement dated as of November 21, 2014 by and among Wells Fargo Bank, N.A., the lenders party thereto, Streamline Health Solutions, Inc. and Streamline Health, Inc. (Incorporated by reference from Exhibit 10.2 of the Form 10-Q, as filed with the Commission on December 9, 2014).
10.12(a)*	Subordination and Intercreditor Agreement dated as of November 21, 2014 by and among each subordinated creditor signatory thereto, Streamline Health Solutions, Inc. and Wells Fargo Bank, N.A.
10.12(b)	Waiver and First Amendment to Credit Agreement dated as of April 15, 2015 by and among Wells Fargo Bank, N.A., the lenders party thereto, Streamline Health Solutions, Inc. and Streamline Health, Inc. (Incorporated by reference from Exhibit 10.13(a) of the Form 10-K, as filed with the Commission on April 16, 2015).
10.13	Settlement Agreement and Mutual Release dated as of November 20, 2013 by and among Streamline Health Solutions, Inc., IPP Acquisition, LLC, IPP Holding Company, LLC, W. Ray Cross, as seller representative, and each of the members of IPP Holding Company, LLC named therein (Incorporated by reference from Exhibit 10.3 of the Form 10-Q, as filed with the Commission on December 16, 2013).
10.14	Subordinated Promissory Note dated November 20, 2013 made by IPP Acquisition, LLC and Streamline Health Solutions, Inc. (Incorporated by reference from Exhibit 10.4 of the Form 10-Q, as filed with the Commission on December 16, 2013).
10.15	Securities Purchase Agreement, among Streamline Health Solutions, Inc, and each purchaser identified on the signature pages thereto, dated August 16, 2012 (Incorporated by reference from Exhibit 10.4 of the Form 8-K, as filed with the Commission on August 21, 2012).

14.1	Code of Business Conduct and Ethics (Incorporated by reference from Exhibit 14.1 of the Form 10-K, as filed with the Commission on April 16, 2015).
21.1*	Subsidiaries of Streamline Health Solutions, Inc.
23.1*	Consent of Independent Registered Public Accounting Firm - RSM US LLP
23.2*	Consent of Independent Registered Public Accounting Firm - KPMG LLP
31.1*	Certification by Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification by Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification by Chief Executive Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification by Chief Financial Officer pursuant to U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from Streamline Health Solutions, Inc.'s Annual Report on Form 10- K for the fiscal year ended January 31, 2016 filed with the SEC on April 20, 2016, formatted in XBRL includes: (i) Consolidated Balance Sheets at January 31, 2016 and 2015, (ii) Consolidated Statements of Operations for the two years ended January 31, 2016, (iii) Consolidated Statements of Changes in Stockholders' Equity for the two years ended January 31, 2016, (iv) Consolidated Statements of Cash Flows for the two years ended January 31, 2016, and (v) the Notes to Consolidated Financial Statements.

* Filed herewith.

\# Management Contracts and Compensatory Arrangements.

Our SEC file number reference for documents filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, is 000-28132.

Exhibit 10.8

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (together with Exhibit A, the "Agreement") is entered into as of March 15, 2016, by and between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the "Company"), and Shaun L. Priest, a resident of the state of Georgia ("Executive").

RECITALS:

WHEREAS, the Company and Executive hereby agree that Executive will serve as an 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 Executive, and 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), Executive will be employed as Senior Vice President, Chief Growth 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 Executive's services to the Company hereunder. While employed hereunder, Executive will do all things necessary, legal and incident to the above positions, and otherwise will perform such executive-level functions, as the Chief Executive Officer of the Company (the "CEO"), to whom Executive will report, or the Board of Directors of the Company (the "Board") may establish from time to time.

3. COMPENSATION AND BENEFITS

Subject to such modifications as may be contemplated by Exhibit A and approved from time to time by the Board or the Compensation Committee of the Board (the "Committee"), and unless otherwise consented to by Executive, Executive 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 Executive for all travel and out-of-pocket expenses reasonably incurred or paid by Executive in connection with the performance of Executive's duties as an employee of the Company upon compliance with the Company's procedures for expense reimbursement, including the presentation of expense statements or receipts or such other supporting documentation as the Company may reasonably require. All expenses eligible for reimbursements in connection with the Executive's employment with the Company must be incurred by Executive during the term of employment and must be in accordance with the Company's expense reimbursement policies. The amount of reimbursable expenses incurred in one taxable year 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 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**

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

7. **CONFIDENTIAL INFORMATION AND TRADE SECRETS**

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

For the purpose of this Agreement, "Confidential Information" 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 Executive has lawfully acquired from a source other than through his employment with the Company, or information which is required to be disclosed pursuant to any law, regulation or rule of any governmental body or authority or court order (in which event Executive 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). 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 Executive in conjunction with Executive's employment, which information the Company is obligated to treat as confidential. Confidential Information does not include information voluntarily disclosed to the public by the Company, except where such public disclosure has been made by the Executive without authorization from the Company, or which has been independently developed and disclosed by others, or which has otherwise entered the public domain through lawful means.

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

(a) To the extent that the Confidential Information rises to the level of a trade secret under applicable law, then Executive 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 Executive's performance of Executive's duties while employed with the Company.

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

Executive agrees that, upon the request of the Company, or in any event immediately upon termination of his employment for whatever reason, Executive will immediately deliver up to the Company or its designee all Confidential Information in Executive's possession or control, and all notes, records, memoranda, correspondence, files and other papers, and all copies thereof, relating to or containing

Confidential Information. Executive does not have, nor can Executive acquire, any property or other rights in Confidential Information.

8. **PROPERTY OF THE COMPANY**

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

9. **PROTECTIVE COVENANTS**

(a) Non-Solicitation of Customers or Clients . During Executive's employment and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, Executive agrees not to solicit, directly or 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 Executive has had material contact during Executive's employment with the Company, for the purpose of providing products or services that are competitive with those provided by the Company. As used in this paragraph, "material contact" means the contact between Executive and each customer, client or vendor, or potential customer, client or vendor (i) with whom or which Executive dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by Executive, (iii) about whom Executive obtained confidential information in the ordinary course of business as a result of Executive's association with the Company, or (iv) who receives products or services authorized by the Company, the sale or provision of which products or services results or resulted in compensation, commissions or earnings for Executive within two years prior to the date of the Executive's termination.

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

(c) Non-Compete . During Executive's employment with the Company and for a period of two (2) years following the date of any voluntary or involuntary termination of Executive's employment for any reason, and provided that the Company is not in default of its obligations specified in Sections 11 and 13 hereof, Executive agrees not to, directly or indirectly, compete with the Company, as an officer, director, member, principal, partner, shareholder, owner, manager, supervisor, administrator, employee, consultant or independent contractor, by working for a competitor to, or engaging in competition with, the Business, in the Territory, in a capacity in which Executive performs duties and responsibilities that are the same as or similar to the duties performed by Executive while employed by the Company, provided that the foregoing will not prohibit Executive from owning not more than 5% of the outstanding stock of a corporation subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The "Territory" 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 Delaware	Maryland	North Carolina	Virginia
Florida	Massachusetts	North Dakota	Washington
Georgia	Michigan	Ohio	West Virginia
Hawaii	Minnesota	Oklahoma	Wisconsin
Idaho	Mississippi	Oregon	Wyoming
Illinois	Missouri	Pennsylvania	
	Montana	Rhode Island	

; provided, however, that the Territory described herein is a good faith estimate of the geographic area that is now applicable as the area in which the Company does or will do business during the term of Executive's employment, and the Company and Executive agree that this non-compete covenant 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-year period preceding termination of 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 March ______, 2017 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew in successive one- year periods (each a "Renewal Period"), unless Executive or the Company notifies the other party at least 60 days prior to the end of the Initial Term or the applicable Renewal Period that this Agreement 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 Executive's employment hereunder will be terminated on the death of Executive, effective as of the date of Executive's death. In such event, the Company will pay to the estate of Executive the sum of (i) accrued but unpaid base salary earned prior to Executive's death (to be paid in accordance with normal practices of the Company) and (ii) expenses incurred by Executive prior to his death for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post-termination benefits.

(b) Continued Disability. This Agreement and Executive's employment hereunder may be terminated, at the option of the Company, upon a Continued Disability (as defined herein) of Executive. For the purposes of this Agreement, and unless otherwise required under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), "Continued Disability" will be defined as the inability or incapacity (either mental or physical) of Executive to continue to perform Executive's duties hereunder for a continuous period of one hundred twenty (120) working days, or if, during any calendar year of the Term hereof because of disability, Executive will have been unable to perform Executive's duties hereunder for a total period of one hundred eighty (180) working days regardless of whether or not such days are consecutive. The determination as to whether Executive is unable to perform the essential functions of Executive's job will be made by the Board or the Committee in its reasonable discretion; *provided, however,* that if Executive is not satisfied with the decision of the Board or the Committee, Executive will submit to examination by three competent physicians who practice in the metropolitan area in which the Company maintains its principal executive office, one of whom will be selected by the Company, another of whom will be selected by Executive, with the third to be selected by the physicians so selected. The determination of a majority of the physicians so selected will supersede the determination of the Board or the Committee and will be final and conclusive. In the event of the termination of Executive's employment due to Continued Disability, the Company will pay to Executive the sum of (i) accrued but unpaid base salary earned prior to the date of the Executive's termination of employment due to Continued Disability (paid in accordance with the normal practices of the Company), and (ii) expenses incurred by Executive prior to his termination of employment for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post-termination benefits.

(c) Termination by the Company for Good Cause, by Executive Other Than for Good Reason, or upon Non-Renewal of the Term by Executive. Notwithstanding any other provision of this Agreement, the Company may at any time terminate this Agreement and Executive's employment hereunder for Good Cause, Executive may at any time terminate his employment other than for Good Reason (as defined in Section 11(d) herein), or Executive may notify the Company that he will not renew the Term. For this purpose, "Good Cause" 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 30 days after written notice from the Company to Executive. Notice of a termination by the Company for Good Cause will be delivered in writing to Executive stating the Good Cause for such action. If the employment of Executive is terminated by the Company for Good Cause, if Executive terminates employment for any reason other than for Good Reason (including, but not limited to, resignation), or if Executive notifies the Company he will not renew the Term, then, the Company will pay to Executive the sum of (i) accrued but unpaid salary through the termination date (paid in accordance with the normal practices of the Company), and (ii) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and Executive will be entitled to no severance or other post- termination benefits.

(d) Termination by the Company without Good Cause or by Executive for Good Reason . The Company may terminate this Agreement and Executive's employment at any time, including for reasons other than Good Cause (as "Good Cause" is defined in Section 11(c) above), Executive may terminate his employment at any time, including for Good Reason, or the Company may elect not to renew the Term. For the purposes herein, "Good Reason" will mean (i) a material diminution of Executive's base salary; (ii) a material diminution in Executive's authority, duties, or responsibilities; (iii) a material change in geographic location at which the Executive must primarily perform services, from Metropolitan Atlanta, Georgia; or (iv) any other action or inaction that constitutes a material breach of the terms of this Agreement; provided that Executive's termination will not be treated as for Good Reason unless Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice. In the event that (i) the Company terminates the employment of Executive during the Term for reasons other than for Good Cause, death or Continued Disability or (ii) Executive terminates employment for Good Reason, then the Company will pay Executive the sum of (A) accrued but unpaid salary through the termination date (paid in accordance with the normal practices of the Company), (B) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to (x) six months' base salary or (y) if such termination occurs in the Initial Term, the amount of base salary for the period commencing on the effective date of termination and ending on the last day of said term, whichever is greater ((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 Executive's execution (and non-revocation) of a form of general release of claims as is acceptable to the Board or the Committee if the general release form is provided to the Executive within one month of the Executive's date of termination, in 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 Executive's termination of employment (or such earlier date following the date of Executive's termination of employment, if any, as may be required under applicable wage payment laws), but in no event later than the fifteenth (15^{th}) day of the third (3^{rd}) month following the Executive's date of termination. The "separation pay limit" will mean two (2) times the lesser of: (1) the sum of Executive's annualized compensation based upon the annual rate of pay for services provided to the Company for the calendar year immediately preceding the calendar year in which Executive's date of termination of employment occurs (adjusted for any increase during that calendar year that was expected to continue indefinitely if Executive had not terminated employment); and (2) the maximum dollar amount of compensation that may be taken into account under a tax-qualified retirement plan under Code Section 401(a)(17) for the year in which his termination of employment occurs. The lump-sum payment to be made to Executive pursuant to this Section 4(a)(ii) is intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(4) for short-term deferrals. The remaining portion of the severance payment described in clause (C) above will be paid in periodic installments over the 15-month period commencing on the first post-termination payroll date following expiration of the revocation period described above and 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 Executive later than December 31 of the second calendar year following the calendar year in which Executive's date of termination of employment occurs. The payments to be made to Executive pursuant to the immediately preceding sentence are intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(9)(iii) for separation pay plans (*i.e.,* the so-called "two times" pay exemption). For the sake of clarity, no election by the Company not to renew the Term will trigger any rights to severance or other benefits.

(e) Payment of COBRA Premiums . In the event that the Company terminates Executive's employment for any reason other than Good Cause or Executive terminates his employment for Good Reason, then, provided that 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 Executive's termination and continuing until the earlier of the end of the six-month period following his termination date or the first of the month immediately following the Company's receipt of notice from Executive terminating such coverage, Executive (and any qualified dependents) will be entitled to coverage under such plans (as may be amended during the period of coverage) in which 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 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 Executive. 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 Executive is being provided with health insurance under this Agreement at the Company's expense will be credited against Executive's period of COBRA coverage, if any. Further, if at any time during the period Executive is entitled to premium payments under this Section 11(e), Executive becomes entitled to receive health insurance from a subsequent employer, the Company's obligation to continue premium payments to Executive shall terminate immediately.

12. **ADVICE TO PROSPECTIVE EMPLOYERS**

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

13. **CHANGE IN CONTROL**

(a) In the event of a Change in Control (as defined herein) of the Company, (i) all stock options, restricted stock, and all other equity awards granted to Executive prior to the Change in Control will immediately vest in full, (ii) if, within 90 days prior to a Change in Control, the Company terminates the employment of Executive for reasons other than for Good Cause, death or Continued Disability, or Executive terminates employment for Good Reason, then, the Company 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 Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to twelve 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 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 Executive's termination of employment, and (iii) if, within 12 months following a Change in Control, the Company terminates the employment of Executive for reasons other than for Good Cause, death or Continued Disability or 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 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 Executive's termination of employment. In the event 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 Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice.

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

(i) A change in control of the direction and administration of the Company's business of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act, as in effect on the date hereof and any successor provision of the regulations under the 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 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 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 Executive each hereby acknowledge and agree as follows:

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

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

1230 Peachtree Street NE
Suite 600
Atlanta, Georgia 30309
Attn: Chief Executive Officer

(b) In the case of Executive, if addressed to Executive at the most recent address on file with the Company, currently 4340 River Bottom Drive, Norcross, Georgia 30092.

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 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.

19. **COUNTERPARTS**

This Agreement may be signed in counterparts (and delivered via facsimile transmission or by digitally scanned signature delivered electronically), and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

20. **ENTIRE AGREEMENT**

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

21. **DISPUTE RESOLUTION**

Except as set forth in Section 14 above, any and all disputes arising out of or in connection with the execution, interpretation, performance or non-performance of this Agreement or any agreement or other instrument between, involving or affecting the parties (including the validity, scope and enforceability of this arbitration clause), will be submitted to and resolved by arbitration. The arbitration will be conducted pursuant to the terms of the Federal Arbitration Act and the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. Either party may notify the other party at any time of the existence of a controversy potentially requiring arbitration by certified mail, and the parties will attempt in good faith to resolve their differences within fifteen (15) days after the receipt of such notice. If the dispute cannot be resolved within the fifteen-day period, either party may file a written demand for arbitration with the American Arbitration Association. The place of arbitration will be Atlanta, Georgia.

/s/ SLP /s/ DS

Initialed by Executive Initialed by the Company

22. **GOVERNING LAW; FORUM SELECTION**

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

23. **CODE SECTION 409A**

Notwithstanding any other provision in this Agreement to the contrary, if and to the extent that Code Section 409A is deemed to apply to any benefit under this Agreement, it is the general intention of the Company that such benefits will, to the extent practicable, comply with, or be exempt from, Code Section 409A, and this Agreement will, to the extent practicable, be construed in accordance therewith. Deferrals of benefits distributable pursuant to this Agreement that are otherwise exempt from Code Section 409A in a manner that would cause Code Section 409A to apply will not be permitted unless such deferrals are in compliance with Code Section 409A. In the event that the Company (or a successor thereto) has any stock which is publicly traded on an established securities market or otherwise and Executive is determined to be a “specified employee” (as defined under Code Section 409A), any payment that is deemed to be deferred compensation under Code Section 409A to be made to the Executive upon a separation from service may not be made before the date that is six months after Executive’s separation from service (or death, if earlier). To the extent that Executive becomes subject to the six-month delay rule, all payments that would have been made to Executive during the six months following his separation from service that are not otherwise exempt from Code Section 409A, if any, will be accumulated and paid to Executive during the seventh month following his separation from service, and any remaining payments due will be made in their ordinary course as described in this Agreement. For the purposes herein, the phrase “termination of employment” or similar phrases will be interpreted in accordance with the term “separation from service” as defined under Code Section 409A if and to the extent required under Code Section 409A. Further, (i) in the event that Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions 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, this Agreement has been executed by the parties hereto effective as of the date first above written.

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ DAVID W. SIDES

David W. Sides

President and Chief Executive Officer

EXECUTIVE

/s/ SHAUN L. PRIEST

Shaun L. Priest

EXHIBIT A TO EMPLOYMENT AGREEMENT ("AGREEMENT") DATED AS OF MARCH 15, 2016, BETWEEN STREAMLINE HEALTH SOLUTIONS, INC. AND SHAUN L. PRIEST -- COMPENSATION AND BENEFITS

1. Start Date. Executive's start date will be April 6, 2016.

2. Base Salary. Base Salary will be paid at an annualized rate of $200,000, which will be subject to annual review and adjustment by the Committee or the Board but will not be reduced below $200,000. Such amounts will be payable to Executive in accordance with the normal payroll practices of the Company.

3. Annual Bonus. Target annual bonus and target goals will be set by the Committee annually and based on a combination of individual and Company performance. Target annual bonus (prorated for any partial period) will be $220,000. 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 14 of the fiscal year following the fiscal year during which Executive's right to the annual bonus vests.

4. Benefits. 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 vacation days and personal days totaling an aggregate of 20 days per annum.

5. Grant of Stock Option and Restricted Stock. Executive will receive the following grants of equity incentives:

   (a) a grant of a stock option for 75,000 shares of common stock of the Company, as of the start date referred to in paragraph 1 above, with an option exercise price equal to the closing price on the date of grant of such stock as reported by NASDAQ CM. Such option will have a 10-year term, will vest monthly in 36 substantially equal installments commencing on the first month after the grant date (such vesting to be subject to the continued employment of Executive). Such option will be considered an "inducement grant" under Nasdaq listed company rules, but will otherwise be subject to the terms and conditions of the Company's Amended and Restated 2013 Stock Incentive Plan and the related option agreement.

   (b) a grant of 50,000 shares of restricted stock that will vest in four equal annual installments beginning on the one-year anniversary of the start date referred to in paragraph 1 above. Such grant will be made pursuant to and otherwise subject to the terms and conditions of the Company's Amended and Restated 2013 Stock Incentive Plan and the related restricted stock grant agreement.

Exhibit 10.12(a)

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this " Agreement ") is entered into as of November 21, 2014 by and among each "Subordinated Creditor" that is a signatory hereto in its capacity as an owner of Preferred Stock (as defined below) (collectively, the " Subordinated Creditors " and each a " Subordinated Creditor "), Streamline Health Solutions, Inc., a Delaware corporation (" Company "), and Wells Fargo Bank, National Association, a national banking association, as Agent for all Senior Lenders party to the Senior Credit Agreement described below and all Bank Product Providers.

RECITALS

A. Company, as parent, Streamline Health, Inc., an Ohio corporation, as borrower (" Borrower "), Agent and Senior Lenders have entered into a Credit Agreement of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time, the " Senior Credit Agreement ") pursuant to which, among other things, Senior Lenders have agreed, subject to the terms and conditions set forth in the Senior Credit Agreement, to make certain loans and financial accommodations to Company and certain of its affiliates. All of Company's and its affiliates' obligations to Agent and Senior Lenders under the Senior Credit Agreement and the other Senior Debt Documents are secured by liens on and security interests in the Collateral (as hereinafter defined).

B. Company and its affiliates may from time to time obtain Bank Products (as hereinafter defined) and become liable for the Bank Product Obligations (as hereinafter defined) secured by liens and security interests in the Collateral.

C. Subordinated Creditors are the owners of 100% of the issued and outstanding Series A 0% Convertible Preferred Stock (the " Preferred Stock "). Pursuant to that certain Certificate of Designation of Preferences and Rights and Limitations of Series A 0% Convertible Preferred Stock of Company filed with the Secretary of State of the State of Delaware on August 16, 2012 (the " Certificate of Designation "), Company agreed to redeem or repurchase the Preferred Stock upon the request of the holders of the Preferred Stock in accordance with the terms thereof.

D. As an inducement to and as one of the conditions precedent to the agreement of Agent and Senior Lenders to consummate the transactions contemplated by the Senior Credit Agreement, Agent and Senior Lenders have required the execution and delivery of this Agreement by each Subordinated Creditor and Company in order to set forth the relative rights and priorities of Agent, Senior Lenders and Subordinated Creditors under the Senior Debt Documents and the Subordinated Debt Documents (as defined below).

NOW, THEREFORE, in order to induce Agent and Senior Lenders to consummate the transactions contemplated by the Senior Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions** . The following terms shall have the following meanings in this Agreement:

" Affiliate " shall mean, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly, through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of equity interests, by contract or otherwise; provided , that (a) any Person which owns, directly or indirectly, 10% or more of the equity interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

" Agent " shall mean Wells Fargo Bank, National Association, as Agent for the Senior Lenders and the Bank Product Providers, or any other Person appointed by the holders of the Senior Debt as administrative agent for purposes of the Senior Debt Documents and this Agreement.

" Bank Product " shall mean any one or more of the following financial products or accommodations extended to Company or its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards")), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, or (f) transactions under Hedge Agreements.

" Bank Product Documents " shall mean those agreements entered into from time to time by Company or any of its subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

" Bank Product Obligations " shall mean (a) all obligations, liabilities, reimbursement obligations, fees, and/or expenses owing by Company or its subsidiaries to any Bank Product Provider pursuant to or evidenced by the Bank Product Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Senior Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Company or its subsidiaries.

" Bank Product Provider " shall mean Wells Fargo Bank, National Association or any of its affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider.

" Bankruptcy Code " shall mean Title 11 of the United States Code, as amended from time to time and any successor or statute and all rules and regulations promulgated thereunder.

" Cash Management Services " shall mean any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfers (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements.

" Collateral " shall mean all of the existing or hereafter acquired property, whether real, personal or mixed, of Company and each other Loan Party (as such term is defined in the Senior Credit Agreement).

" Common Stock " shall have the meaning set forth in the Certificate of Designation.

" Disposition " shall mean, with respect to any interest in property, the sale, lease, license or other disposition of such interest in such property

" Distribution " shall mean, with respect to any security, indebtedness or obligation, (a) any payment or distribution by any Person of cash, securities or other property, by set-off or otherwise, on account of such security, indebtedness or obligation, (b) any redemption, purchase or other acquisition of such security, indebtedness or obligation by any Person or (c) the granting of any lien or security interest to or for the benefit of the holders of such security, indebtedness or obligation in or upon any property of any Person. Notwithstanding the foregoing, no conversion of the Preferred Stock by Company, whether at the election of any Subordinated Creditor or Company, into Common Stock shall be deemed to be a Distribution.

" Enforcement Action " shall mean (a) to take from or for the account of Company or any guarantor of the Subordinated Debt, by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by Company or any such guarantor with respect to the Subordinated Debt, (b) to initiate or participate with others in any suit, action or proceeding against Company or any such guarantor to (i) to sue for or enforce payment of or to collect the whole or any part of the Subordinated Debt, (ii) commence or join with other Persons to commence a Proceeding with respect to the Subordinated Debt, or (iii) commence judicial enforcement of any of the rights and remedies under the Subordinated Debt Documents or applicable law with respect to the Subordinated Debt, (c) to accelerate the Subordinated Debt, (d) to take any action to enforce any rights or remedies with respect to the Subordinated Debt, (e) to exercise any put option or to cause Company or any such guarantor to honor any redemption or mandatory prepayment obligation under any Subordinated Debt Document, or (f) to exercise any rights or remedies of a secured party under the

Subordinated Debt Documents or applicable law or take any action under the provisions of any state or federal law, including, without limitation, the Uniform Commercial Code, or under any contract or agreement, to enforce, foreclose upon, take possession of or sell any property or assets of Company or any such guarantor. Notwithstanding the foregoing, neither (i) shall any conversion of the Preferred Stock by Company, whether at the election of a Subordinated Creditor or Company, into Common Stock of Company nor (ii) shall any action taken by any Subordinated Creditor solely to enforce the Certificate of Designation in connection with any such conversion, in either case be deemed to be an Enforcement Action hereunder.

" Hedge Agreements " shall mean a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

" Hedge Obligations " shall mean any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Company or its subsidiaries under, owing pursuant to, or existing in respect of Hedge Agreements entered into with Hedge Providers.

" Hedge Provider " shall mean Wells Fargo Bank, National Association or any of its affiliates.

" Paid in Full ," " Payment in Full ," " paid in full " or " payment in full " shall mean, as of any date of determination with respect to the Senior Debt that: (a) all of such Senior Debt (other than (i) contingent indemnification obligations not yet due and payable or with respect to which a claim has not been asserted, (ii) obligations not yet due and payable with respect to letters of credit issued pursuant to the Senior Debt Documents (it being understood that such obligations include commissions, interest, fees, charges, costs and expenses that accrue subsequent to such date of determination in respect of undrawn or drawn letters of credit) and (iii) Bank Product Obligations (other than Hedge Obligations) not yet due and payable but including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Senior Debt) under Hedge Agreements provided by Hedge Providers) has been paid in full in immediately available funds, (b) no Person has any further right to obtain any loans, letters of credit or other extensions of credit under the Senior Debt Documents, (c) any and all letters of credit issued under the Senior Debt Documents have been cancelled and returned (backed by standby letters of credit (issued by a bank, and in form and substance, acceptable to Agent) or cash collateralized, in each case in an amount equal to 105% of the face amount of such letters of credit in accordance with the terms of such documents), (d) any and all Bank Product Obligations (other than Hedge Obligations) have been cancelled (or backed by standby letters of credit (issued by a bank, and in form and substance, acceptable to Agent) or cash collateralized, in each case in an amount reasonably determined by Agent as sufficient to satisfy the estimated credit exposure with respect to the applicable Bank Product Obligations), and (e) any costs, expenses and contingent indemnification obligations which are not yet due and payable but with respect to which a claim has been or may reasonably be expected to be asserted by Agent or a Senior Lender, are backed by standby letters of credit (issued by a bank, and in form and substance, acceptable to Agent) or cash collateralized, in each case in an amount reasonably estimated by Agent to be the amount of costs, expenses and contingent indemnification obligations that may become due and payable.

" Permitted Refinancing " shall mean any refinancing or replacement of the Senior Debt under the WF Loan Documents (or any Permitted Refinancing Senior Debt Documents).

" Permitted Refinancing Senior Debt Documents " shall mean any financing documentation which replaces the WF Loan Documents (or any Permitted Refinancing Senior Debt Documents) and pursuant to which the Senior Debt under the WF Loan Documents (or any Permitted Refinancing Senior Debt Documents) is refinanced or replaced, whether by the same or any other agent, lender or group of lenders, as such financing documentation may be amended, supplemented or otherwise modified from time to time in compliance with this Agreement.

" Person " shall mean any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, governmental, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

" Proceeding " shall mean any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

" Reorganization Subordinated Securities " shall mean any debt or equity securities of Company or any other Person that are distributed to the Subordinated Creditors in respect of the Subordinated Debt pursuant to a confirmed plan of reorganization or adjustment and that (a) are subordinated in right of payment to the Senior Debt (or any debt or equity securities issued in substitution of all or any portion of the Senior Debt) to at least the same extent as the Subordinated Debt is subordinated to the Senior Debt, (b) do not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the Senior Debt has at least the same benefit of the obligation of such Person, and (c) do not have any terms, and are not subject to or entitled to the benefit of any agreement or instrument that has terms that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the Senior Debt.

" Senior Debt " shall mean (a) all obligations, liabilities and indebtedness of every nature of Company, Borrower and their respective affiliates from time to time owed to Agent or any Senior Lender under the Senior Debt Documents, including, without limitation, the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of a Proceeding under the Bankruptcy Code, together with any interest, fees, costs and expenses accruing thereon after the commencement of a Proceeding, without regard to whether or not such interest, fees, costs and expenses are allowed and (b) all Bank Product Obligations. Senior Debt shall be considered to be outstanding whenever any loan commitment under any Senior Debt Document is outstanding.

" Senior Debt Documents " shall mean the WF Loan Documents and, after the consummation of any Permitted Refinancing, the Permitted Refinancing Senior Debt Documents.

" Senior Lenders " shall mean the holders of the Senior Debt.

" Subordinated Debt " shall mean any and all of the obligations and amounts payable by Company to any Subordinated Creditor in connection with any repurchase or redemption of the Preferred Stock as evidenced by or incurred pursuant to the Subordinated Debt Documents.

" Subordinated Debt Documents " shall mean the Certificate of Designation, any guaranty with respect to the Subordinated Debt, and all other documents, agreements and instruments now existing or hereinafter entered into evidencing or pertaining to all or any portion of the Subordinated Debt.

" WF Loan Documents " shall mean the Senior Credit Agreement and all other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented or otherwise modified from time to time.

2. **Subordination** .

2.1. Subordination of Subordinated Debt to Senior Debt . Company covenants and agrees, and each Subordinated Creditor likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Debt Documents, that the payment of any and all of the Subordinated Debt shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of the Senior Debt. Each holder of Senior Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt in reliance upon the provisions contained in this Agreement.

2.2. Liquidation, Dissolution, Bankruptcy . In the event of any Proceeding involving Company:

(a) All Senior Debt shall first be paid in full before any Distribution, whether in cash, securities or other property, shall be made to any Subordinated Creditor on account of any Subordinated Debt (other than a distribution of Reorganization Subordinated Securities if Subordinated Creditors and Agent have entered into such supplements to or modifications to this Agreement as Agent may reasonably request to reflect the continued subordination of the Reorganization Subordinated Securities to the Senior Debt (or notes or other securities issued in substitution of all or a portion thereof) to the same extent as provided herein).

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Debt (other than a distribution of Reorganization Subordinated Securities if Subordinated Creditors and Agent have entered into such supplements to or modifications to this Agreement as Agent may reasonably request to reflect the continued subordination of the Reorganization Subordinated Securities to the Senior Debt (or notes or other securities issued in substitution of all or a portion thereof) to the same extent as provided herein) shall be paid or delivered directly to Agent (to be held and/or applied by Agent in accordance with the terms of the Senior Debt Documents) until all Senior Debt is paid in full. Each Subordinated Creditor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to Agent. Each Subordinated Creditor also irrevocably authorizes and empowers Agent, in the name of such Subordinated Creditor, to demand, sue for, collect and receive any and all such Distributions.

(c) Each Subordinated Creditor agrees to execute, verify, deliver and file any proofs of claim in respect of the Subordinated Debt requested by Agent in connection with any such Proceeding and hereby irrevocably authorizes, empowers and appoints Agent its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim upon the failure of such Subordinated Creditor promptly to do so prior to 30 days before the expiration of the time to file any such proof of claim and (ii) vote such claim in any such Proceeding upon the failure of such Subordinated Creditor to do so prior to 15 days before the expiration of the time to vote any such claim; provided , Agent shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim. In the event that Agent votes any claim in accordance with the authority granted hereby, such Subordinated Creditor shall not be entitled to change or withdraw such vote.

(d) Each Subordinated Creditor agrees that it will consent to, and not object to or oppose any use of cash collateral consented to by Agent or any financing provided by any Senior Lender to Company (or any financing provided by any other Person consented to by Agent) (collectively, " DIP Financing ") on such terms and conditions as Agent, in its sole discretion, may decide. In connection therewith, Company may grant to Agent and Senior Lenders or such other lender, as applicable, liens and security interests upon all of the property of Company, which liens and security interests (i) shall secure payment of all Senior Debt (whether such Senior Debt arose prior to the commencement of any Proceeding or at any time thereafter) and all other financing provided by any Senior Lender or consented to by Agent during the Proceeding and (ii) shall be superior in priority to the liens and security interests, if any, in favor of any Subordinated Creditor on the property of Company. If, in connection with any cash collateral use or DIP Financing, any liens and security interests on the Collateral held by Agent are subject to a surcharge or are subordinated to an administrative priority claim, a professional fee "carve out," or fees owed to the United States Trustee, then the liens on the Collateral of such Subordinated Creditor shall also be subordinated to such interest or claim and shall remain subordinated to the liens and security interests on the Collateral of Agent consistent with this Agreement. Each Subordinated Creditor agrees that it will consent to, and not object to or oppose, a sale or other disposition of any property securing all of any part of any Senior Debt free and clear of security interests, liens or other claims of such Subordinated Creditor under the Bankruptcy Code, including Sections 363, 365 and 1129 of the Bankruptcy Code, if Agent has consented to such sale or disposition. Each Subordinated Creditor agrees not to assert any right it may have in any Proceeding arising from Company's use, sale or other disposition of Collateral and agrees that it will not seek (or support any other Person seeking) to have any stay, whether automatic or otherwise, lifted with respect to any Collateral without the prior written consent of Agent. Each Subordinated Creditor agrees that such Subordinated Creditor will not, and will not permit, any of its Affiliates to, directly or indirectly provide, participate in or otherwise support, any financing in a Proceeding to Company without the prior written consent of Agent. No Subordinated Creditor will object to or oppose any adequate protection sought by Agent or any Senior Lender or object to or oppose any motion by Agent to lift the automatic stay or any other stay in any Proceeding. Except for replacement liens on Collateral subordinated to the liens of Agent on such Collateral, no Subordinated Creditor will seek or assert any right it may have for adequate protection of its interest in any Collateral. Each Subordinated Creditor waives any claim it may now or hereafter have arising out of Agent's or Senior Lenders' election, in any Proceeding, of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Company, as debtor in possession. Each Subordinated Creditor further agrees that it shall not, without Agent's prior written consent, commence or continue any Proceeding, propose any plan of reorganization, arrangement or proposal or file any motion, pleading or material in support of any motion or plan of reorganization, arrangement or proposal that would materially impair the rights of the Senior Lenders, is in conflict with the terms of this Agreement, or is opposed by Senior Lenders or Agent, or oppose any plan of reorganization or liquidation supported by Agent.

(e) The Senior Debt shall continue to be treated as Senior Debt and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Lenders and Subordinated Creditors even if all or part of the Senior Debt or the security interests securing the Senior Debt are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Proceeding.

2.3. Subordinated Debt Payment Restrictions . Notwithstanding the terms of the Subordinated Debt Documents, Company hereby agrees that it may not make, and each Subordinated Creditor hereby agrees that it will not accept, any Distribution (other than Reorganization Subordinated Securities as provided in Section 2.2) with respect to the Subordinated Debt until the Senior Debt is paid in full.

2.4. Subordinated Debt Standstill Provisions . Until the Senior Debt is paid in full, no Subordinated Creditor shall, without the prior written consent of Agent, take any Enforcement Action with respect to the Subordinated Debt or under any Subordinated Debt Document until 180 days have passed from the Maturity Date (as such term is defined in the Senior Credit Agreement) and in any event no earlier than 15 days after Agent's receipt of written notice of such Subordinated Creditor's intention to take any such Enforcement Action. Any Distributions or other proceeds of any Enforcement Action obtained by any Subordinated Creditor shall in any event be held in trust by it for the benefit of Agent and Senior Lenders and promptly paid or delivered to Agent for the benefit of Senior Lenders in the form received until the Senior Debt is paid in full.

2.5. Incorrect Payments . If any Distribution on account of the Subordinated Debt not permitted to be made by Company or accepted by any Subordinated Creditor under this Agreement is received by any Subordinated Creditor, such Distribution shall not be commingled with any of the assets of such Subordinated Creditor, shall be held in trust by such Subordinated Creditor for the benefit of Senior Secured Parties and shall be promptly paid over to Agent for application (in accordance with the Senior Debt Documents) to the payment of the Senior Debt then remaining unpaid, until all of the Senior Debt is paid in full.

2.6. Subordination of Liens and Security Interests; Agreement Not to Contest; Sale of Collateral; Release of Liens . Until the Senior Debt has been paid in full, any liens and security interests of any Subordinated Creditor in the Collateral which may exist shall be and hereby are subordinated for all purposes and in all respects to the liens and security interests of Agent and Senior Lenders in the Collateral, regardless of the time, manner or order of perfection of any such liens and security interests and regardless of the validity, perfection or enforceability of such liens and security interests of Agent. Each Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Debt, the Senior Debt Documents, or the liens and security interests of Agent and Senior Lenders in the Collateral securing the Senior Debt. In the event that Company desires to sell, lease, license or otherwise dispose of any interest in any of the Collateral (including the equity interests of Company) and Agent consents to such Disposition, each Subordinated Creditor shall be deemed to have consented to such Disposition and such Disposition shall be free and clear of any liens and security interests of such Subordinated Creditor in such Collateral (and if such Disposition involves the equity interests of Company, each Subordinated Creditor shall release Company from any guaranty or other obligation owing to such Subordinated Creditor) and any purchaser of any Collateral may rely on this Agreement as evidence of such Subordinated Creditor's consent to such Disposition and that such Disposition is free and clear of any liens and security interests of such Subordinated Creditor in such Collateral (and if such Disposition involves the equity interests of Company, that Company is released from any guaranty or other obligation owing to any Subordinated Creditor). In the event that any Subordinated Creditor obtains any liens or security interests in the Collateral, such Subordinated Creditor shall (or shall cause its agent to) promptly execute and deliver to Agent such termination statements and releases as Agent shall request to effect the release of the liens and security interests of such Subordinated Creditor in such Collateral in accordance with this subsection 2.6 . In furtherance of the foregoing, each Subordinated Creditor hereby irrevocably appoints Agent its attorney-in-fact, with full authority in the place and stead of such Subordinated Creditor and in the name of such Subordinated Creditor or otherwise, to execute and deliver any document or instrument which such Subordinated Creditor may be required to deliver pursuant to this subsection 2.6 .

2.7. Sale, Transfer or other Disposition of Subordinated Debt .

(a) No Subordinated Creditor shall sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Debt or any Subordinated Debt

Document: (i) without giving prior written notice of such action to Agent, and (ii) unless, prior to the consummation of any such action, the transferee thereof shall execute and deliver to Agent an agreement joining such transferee as a party to this Agreement as a Subordinated Creditor or an agreement substantially identical to this Agreement, providing for the continued subordination of the Subordinated Debt to the Senior Debt as provided herein and for the continued effectiveness of all of the rights of Agent and Senior Lenders arising under this Agreement.

(b) Notwithstanding the failure of any transferee to execute or deliver an agreement substantially identical to this Agreement, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Debt, and the terms of this Agreement shall be binding upon the successors and assigns of Subordinated Creditor, as provided in Section 9 hereof.

2.8. [*Intentionally Omitted*].

2.9. Obligations Hereunder Not Affected . All rights and interest of Senior Secured Parties hereunder, and all agreements and obligations of Subordinated Creditors and Company hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any document evidencing any of the Senior Debt;

(b) any change in the time, manner or place of payment of, or any other term of, all or any of the Senior Debt, or any other permitted amendment or waiver of or any release or consent to departure from any of the Senior Debt Documents;

(c) any exchange, subordination, release or non-perfection of any collateral for all or any of the Senior Debt;

(d) any failure of any Senior Secured Party to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement or any Senior Debt Document other than this Agreement;

(e) any reduction, limitation, impairment or termination of the Senior Debt for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Company and each Subordinated Creditor hereby waive any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuiness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Debt; and

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, (i) Company in respect of the Senior Debt or (ii) any Subordinated Creditor in respect of this Agreement.

Each Subordinated Creditor acknowledges and agrees that Senior Secured Parties may in accordance with the terms of the Senior Debt Documents, without notice or demand and without affecting or impairing such Subordinated Creditor's obligations hereunder, (i) modify the Senior Debt Documents; (ii) take or hold security for the payment of the Senior Debt and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as Agent and Senior Lenders, in their sole discretion, may determine; (iv) release and substitute one or more endorsers, warrantors, borrowers or other obligors; and (v) exercise or refrain from exercising any rights against Company or any other Person. The Senior Debt shall continue to be treated as Senior Debt and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Secured Parties and Subordinated Creditors even if all or part of the Senior Debt or the security interests securing the Senior Debt are subordinated, set aside, avoided, invalidated or disallowed.

2.10. Marshaling. Each Subordinated Creditor hereby waives any rights it may have under applicable law to assert the doctrine of marshaling or to otherwise require any Senior Secured Party to marshal any property of Company or of any guarantor or other obligor of the Senior Debt for the benefit of any Subordinated Creditor.

2.11. Application of Proceeds from Sale or other Disposition of the Collateral. In the event of any Disposition (including a casualty loss or taking through eminent domain) of the Collateral, the proceeds resulting therefrom (including insurance proceeds) shall be applied to the Senior Debt in the order and manner set forth in the Senior Debt Documents until such time as the Senior Debt is Paid in Full.

2.12. Rights Relating to Agent's Actions with respect to the Collateral. Each Subordinated Creditor hereby waives, to the extent permitted by applicable law, any rights which it may have to enjoin or otherwise obtain a judicial or administrative order preventing Senior Secured Parties from taking, or refraining from taking, any action with respect to all or any part of the Collateral. Without limitation of the foregoing, each Subordinated Creditor hereby agrees (a) that it has no right to direct or object to the manner in which a Senior Secured Party applies the proceeds of the Collateral resulting from the exercise by Senior Secured Parties of rights and remedies under the Senior Debt Documents to the Senior Debt, (b) that it waives any right to object to any action or inaction by any Senior Secured Party with respect to exercising its rights or remedies under the Senior Debt Documents or with respect to the Collateral (including in connection with any foreclosure or enforcement of liens in respect of Collateral), and (c) no Senior Secured Party has assumed any obligation to act as the agent for Subordinated Creditor with respect to the Collateral. No Subordinated Creditor shall object to any proposed retention or acceptance of Collateral by a Senior Secured Party in full or partial satisfaction of such Senior Secured Party's Senior Debt and agrees that any such retention or acceptance by a Senior Secured Party shall be free and clear of any and all security interests and liens in favor of any Subordinated Creditor.

2.13. Insurance Proceeds. Until the Senior Debt has been Paid in Full, Agent shall have the sole and exclusive right, as against each Subordinated Creditor, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of such Collateral. All proceeds of such insurance shall inure to Senior Secured Parties, to the extent of the Senior Debt, and each Subordinated Creditor shall cooperate (if necessary) in a reasonable manner in effecting the payment of insurance proceeds to the holders of Senior Debt (or any representative thereof). In the event the requisite holders of Senior Debt (or any representative thereof), in their or its sole discretion or pursuant to agreement with Company, permits Company to utilize the proceeds of insurance, the consent of the holders of Senior Debt (or any representative thereof) shall be deemed to include the consent of each Subordinated Creditor.

3. **Modifications**.

3.1. Modifications to Senior Debt Documents. Senior Lenders may at any time and from time to time without the consent of or notice to any Subordinated Creditor, without incurring liability to any Subordinated Creditor and without impairing or releasing the obligations of any Subordinated Creditor under this Agreement, change the manner or place of payment or extend the time of payment of or renew or alter any of the terms of the Senior Debt, or amend in any manner any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to the Senior Debt.

3.2. Modifications to Subordinated Debt Documents. Until the Senior Debt has been paid in full, and notwithstanding anything to the contrary contained in the Subordinated Debt Documents, no Subordinated Creditor shall, without the prior written consent of Agent, amend, modify or supplement the Subordinated Debt Documents, the effect of which is to change or add any redemption or repurchase provisions with respect to the Subordinated Debt, including, without limitation, any change to the date of any mandatory redemption of the Preferred Stock such that the date would be earlier than any such date set forth in the Subordinated Debt Documents as in effect on the date hereof.

4. **Representations and Warranties**.

4.1. Representations and Warranties of Subordinated Creditor. Each Subordinated Creditor hereby represents and warrants to Agent and Senior Lenders, as to itself, severally and not jointly, that as of the date hereof: (a) such Subordinated Creditor (other than any Subordinated Creditor who is an individual) is a partnership, limited liability company or corporation, as applicable, duly formed and validly existing under the laws of its jurisdiction of formation or incorporation, as applicable, as set forth on Schedule 1 attached hereto; (b) such Subordinated Creditor has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all necessary action; (c) the execution of this Agreement by such Subordinated Creditor will not violate or conflict with the organizational documents of Subordinated Creditor or any law, regulation or order or require any consent or approval which has not been obtained; (d) the execution of this Agreement by Subordinated Creditor will not require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect); (e) this Agreement is the legal, valid and binding obligation of such Subordinated Creditor, enforceable against such Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; (f) such Subordinated Creditor is the sole owner, beneficially and of record, of its respective Subordinated Debt Documents and the Subordinated Debt; and (g) as of the date hereof, the aggregate outstanding amount of the Subordinated Debt held by such Subordinated Creditor is in the respective amount listed on Schedule 2 hereto opposite its legal name. Each Subordinated Creditor hereby represents, warrants and covenants to Agent and Lender Group that from and after the date hereof until all of the Senior Debt has been Paid in Full no portion of the Subordinated Debt shall be secured by any lien or security interest on any real or personal property of any of the Loan Parties.

4.2. Representations and Warranties of Agent . Agent hereby represents and warrants to Subordinated Creditors that as of the date hereof: (a) Agent is a national banking association; (b) Agent has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (c) the execution of this Agreement by Agent will not violate or conflict with the organizational documents of Agent, any material agreement binding upon Agent or any law, regulation or order or require any consent or approval which has not been obtained; and (d) this Agreement is the legal, valid and binding obligation of Agent, enforceable against Agent in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles.

5. **Subrogation; Recovery** . No Subordinated Creditor will exercise (i) any right of subrogation that it may now or hereafter have or obtain in respect of the rights of Agent or any other Senior Secured Party against Company, any guarantor of any of the Senior Debt or any of the Collateral or (ii) any right to participate in any claim or remedy of Agent and any other Senior Secured Party against Company, any guarantor of any of the Senior Debt or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, in each case until all of the Senior Debt has been Paid in Full. If Agent or any Senior Lender is required to disgorge any proceeds of Collateral, payment or other amount received by such Person (whether because such proceeds, payment or other amount is invalidated, declared to be fraudulent or preferential or otherwise) or turn over or otherwise pay any amount (a " Recovery ") to the estate or to any creditor or representative of Company or any other Person, then the Senior Debt shall be reinstated (to the extent of such Recovery) as if such Senior Debt had never been paid and to the extent any Subordinated Creditor has received proceeds, payments or other amounts to which such Subordinated Creditor would not have been entitled under this Agreement had such reinstatement occurred prior to receipt of such proceeds, payments or other amounts, such Subordinated Creditor shall turn over such proceeds, payments or other amounts to Agent for reapplication to the Senior Debt. A Distribution made pursuant to this Agreement to Agent or Senior Lenders which otherwise would have been made to a Subordinated Creditor is not, as between Company and any Subordinated Creditor, a payment by Company to or on account of the Senior Debt.

6. **Modification** . Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by Agent and Subordinated Creditors, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on any party hereto in any event not specifically required hereunder shall not entitle the party receiving such notice or demand to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

7. **Further Assurances** . Each party to this Agreement promptly will execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be necessary or desirable in order to effect fully the purposes of this Agreement.

8. **Notices** . Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier service or certified or registered United States mail and shall be deemed to have been given (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. (Massachusetts time) or, if not, on the next succeeding business day; (c) if delivered by overnight courier, one business day after delivery to such courier properly addressed; or (d) if by United States mail, four business days after deposit in the United States mail, postage prepaid and properly addressed.

Notices shall be addressed as follows:

If to any Subordinated Creditor (other than Noro-Moseley Partners):

c/o Great Point Partners, LLC
165 Mason Street, 3rd Floor
Greenwich, Connecticut 06830
Attention: Managing Director
Telecopy: (203) 971-3320

With a copy to:

Morrison Cohen, LLP
909 Third Avenue
New York, New York 10022
Attention: David Scherl, Esq.
Telecopy: (212) 735-8708

If to Noro-Moseley Partners:

3284 Northside Parkway, NW
Suite 525
Atlanta, Georgia 30327
Attention: Allen Moseley
Telecopy: (404) 239-9280

If to Company:

1230 Peachtree Street N.E., Suite 600
Atlanta, Georgia 30309
Attention: Senior Vice President and Chief Legal Counsel
Telecopy: (404) 446-0059

With a copy to:

Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, Georgia 30308

Attention: Hazen Dempster, Esq.
Telecopy: (404) 962-6544

If to Agent or Senior Lenders:

Wells Fargo Bank, National Association
One Boston Place, 18th Floor
Boston, Massachusetts 02108
Attention: Portfolio Manager – Streamline Health Solutions
Telecopy: (866) 617-9313

With a copy to:

Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
Attention: Maria T. McGuire, Esq.
Telecopy: (312) 863-7442

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section 8 .

9. **Successors and Assigns; Permitted Refinancing** . This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Agent, Senior Lenders, Subordinated Creditors and Company. To the extent permitted under the Senior Debt Documents, Senior Lenders may, from time to time, without notice to Subordinated Creditors, assign or transfer any or all of the Senior Debt or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Debt shall, subject to the terms hereof, be and remain Senior Debt for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Debt or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Debt, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto. Each Subordinated Creditor agrees that any party that consummates a Permitted Refinancing may rely on and enforce this Agreement. Each Subordinated Creditor further agrees that it will, at the request of Agent, enter into an agreement, in the form of this Agreement, mutatis mutandis , with the party that consummates the Permitted Refinancing; provided , that the failure of any such Subordinated Creditor to execute such an agreement shall not affect such party's right to rely on and enforce the terms of this Agreement.

10. **Relative Rights** . This Agreement shall define the relative rights of Senior Secured Parties and Subordinated Creditors. Nothing in this Agreement shall (a) impair, as among Company and Senior Secured Parties and as between Company and Subordinated Creditors, the obligation of Company with respect to the payment of the Senior Debt and the Subordinated Debt in accordance with their respective terms or (b) affect the relative rights of Senior Secured Parties or Subordinated Creditors with respect to any other creditors of Company.

11. **Conflict**. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Senior Debt Documents or the Subordinated Debt Documents, the provisions of this Agreement shall control and govern.

12. **Headings**. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

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

14. **Severability**. In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

15. **Continuation of Subordination; Termination of Agreement**. This Agreement shall be applicable both before and after the commencement of any Proceeding and all converted or succeeding cases in respect thereof. Accordingly, the provisions of this Agreement are intended to be and shall be enforceable as a subordination agreement within the meaning of Section 510 of the Bankruptcy Code. This Agreement shall remain in full force and effect until the payment in full of the Senior Debt after which this Agreement shall terminate without further action on the part of the parties hereto; provided, that if any payment is, subsequent to such termination, recovered from any holder of Senior Debt, this Agreement shall be reinstated; provided, further that a Permitted Refinancing shall not be deemed to be payment in full of the Senior Debt. Notwithstanding the foregoing, upon the conversion of all of the shares of Preferred Stock of a Subordinated Creditor into Common Stock, solely as it relates to such Subordinated Creditor, this Agreement shall terminate and be of no further force and effect.

16. **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

17. **CONSENT TO JURISDICTION**. EACH OF EACH SUBORDINATED CREDITOR AND COMPANY HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW YORK CITY OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MANHATTAN AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF EACH SUBORDINATED CREDITOR AND COMPANY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF EACH SUBORDINATED CREDITOR AND COMPANY HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE

UPON IT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH SUBORDINATED CREDITOR AND COMPANY AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE 10 DAYS AFTER THE SAME HAS BEEN POSTED.

18. **WAIVER OF JURY TRIAL** . EACH SUBORDINATED CREDITOR, COMPANY AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE SUBORDINATED DEBT DOCUMENTS OR ANY OF THE SENIOR DEBT DOCUMENTS. EACH SUBORDINATED CREDITOR, COMPANY AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE SENIOR DEBT DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH SUBORDINATED CREDITOR, COMPANY AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR JURY TRIAL RIGHTS.

IN WITNESS WHEREOF, each Subordinated Creditor, Company and Agent have caused this Agreement to be executed as of the date first above written.

SUBORDINATED CREDITORS :

BIOMEDICAL VALUE FUND, L.P.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

BIOMEDICAL INSTITUTIONAL VALUE FUND, L.P.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

BIOMEDICAL OFFSHORE VALUE FUND, LTD.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

WS INVESTMENTS II, LLC

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

DAVID J. MORRISON

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

CLASS D SERIES OF GEF-PS, L.P.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

LYRICAL MULTI-MANAGER FUND, L.P.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

LYRICAL MULTI-MANAGER OFFSHORE FUND,
L.P.

By: Great Point Partners, LLC,
its investment manager

By: /s/ David Kroin
Name: David Kroin
Title: Managing Director

NORO-MOSELEY PARTNERS VI, L.P.

By: /s/ Allen Moseley
Name: Allen Moseley
Title: Member

CHARLES D. MOSELEY

By: /s/ Charles D. Moseley

COMPANY :

STREAMLINE HEALTH SOLUTIONS, INC.,
a Delaware corporation

By: /s/ Nicholas Meeks
Name: Nicholas Meeks
Title: Senior Vice President / Chief Financial Officer

AGENT :

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: /s/ Stephen Carll
Name: Stephen Carll
Title: Authorized Signatory

SCHEDULE 1

Subordinated Creditors	Jurisdiction of Formation
Biomedical Value Fund, L.P.	Delaware
Biomedical Offshore Value Fund, Ltd.	Cayman Islands
Biomedical Institutional Value Fund, L.P.	Delaware
Class D Series of GEF-PS, L.P.	Delaware
Lyrical Multi-Manager Fund, L.P.	Delaware
Lyrical Multi-Manager Offshore Fund, L.P.	Cayman Islands
WS Investments II, LLC	Delaware
Charles Moseley	N/A
Noro-Moseley Partners VI, L.P.	Delaware

SCHEDULE 2

Subordinated Creditors	Jurisdiction of Formation
Biomedical Value Fund, L.P.	$1,245,456.00
Biomedical Offshore Value Fund, Ltd.	$763,293.00
Biomedical Institutional Value Fund, L.P.	$468,510.00
Class D Series of GEF-PS, L.P.	$713,292.00
Lyrical Multi-Manager Fund, L.P.	$381,720.00
Lyrical Multi-Manager Offshore Fund, L.P.	$163,593.00
WS Investments II, LLC	$114,123.00
Charles Moseley	$60,420.00
Noro-Moseley Partners VI, L.P.	$2,960,562.00

Exhibit 10.4(b)

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement is entered into as of April 19, 2016, by and between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the “Company”), and David W. Sides (“Executive”).

RECITALS:

WHEREAS, the Company and Executive entered into that certain Employment Agreement dated September 10, 2014 (as amended through the date hereof, the “Agreement”); and

WHEREAS, Company and Executive mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of Exhibit A to the Agreement shall be hereby deleted in its entirety and replaced with the following:

> Base Salary . With effect from March 1, 2016, Base Salary will be paid at an annualized rate of $340,000, which will be subject to annual review and adjustment by the Committee or the Board but will not be reduced below $340,000. Such amounts will be payable to Executive in accordance with the normal payroll practices of the Company.

2. This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

3. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term “Agreement” in this Amendment or the original Agreement shall include the terms contained in this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Employment Agreement as of the date first set forth above.

"Company"

STREAMLINE HEALTH SOLUTIONS, INC.

/s/ JACK W. KENNEDY JR.
By: Jack W. Kennedy Jr.

Title: Senior VP, Administration & Chief Legal Counsel

"Executive"

/s/ DAVID W. SIDES
By: David W. Sides

Exhibit 10.5(b)

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement is entered into as of April 19, 2016, by and between Streamline Health Solutions, Inc., a Delaware corporation with its headquarters in Atlanta, Georgia (the "Company"), and Nicholas A. Meeks ("Executive").

RECITALS:

WHEREAS, the Company and Executive entered into that certain Employment Agreement dated May 22, 2013 (the "Agreement"); and

WHEREAS, Company and Executive mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 11(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

Termination by the Company without Good Cause, by Executive for Good Reason, or upon Non-Renewal of the Term by the Company . The Company may terminate this Agreement and Executive's employment at any time, including for reasons other than Good Cause (as "Good Cause" is defined in Section 11(c) above), Executive may terminate his employment at any time, including for Good Reason, or the Company may elect not to renew the Term. For the purposes herein, "Good Reason" shall mean (i) a material diminution of Executive's base salary; (ii) a material diminution in Employee's authority, duties, or responsibilities; (iii) a material change in geographic location at which the Employee must perform services as of the Effective Date, which is Metropolitan Atlanta, Georgia; or (iv) any other action or inaction that constitutes a material breach of the terms of this Agreement; provided that Executive's termination shall not be treated as a resignation for Good Reason unless Executive provides the Company with notice of the existence of the condition claimed to constitute Good Reason within 90 days of the initial existence of such condition and the Company fails to remedy such condition within 30 days following the Company's receipt of such notice. In the event that (i) the Company terminates the employment of Executive during the Term for reasons other than for Good Cause, death or Continued Disability or (ii) Executive terminates employment for Good Reason, then the Company will pay Executive the sum of (A) accrued but unpaid salary through the termination date (paid in accordance with the normal practices of the Company), (B) expenses incurred by Executive prior to his termination date for which Executive is entitled to reimbursement under (and paid in accordance with) Section 4 herein, and (C) provided that Executive is not in default of his obligations under Section 7, 8, or 9 herein, an amount equal to the aggregate of (X) Executive's annual base salary as in effect as of the date of such termination from employment, and (Y) an amount equal to the Executive's target annual bonus for the fiscal year during which termination occurs (A) through (C), collectively, the "Separation Benefits"). In such event, the payments described in (C) in the preceding sentence shall be made following Executive's execution (and non-revocation) of a form of general release of claims as is acceptable to the Board or the Committee if the general release form is provided to the Executive within one month of the Executive's date of termination. In any event, that portion of the severance payment described in clause (C) above that exceeds the "separation pay limit," if any, shall be paid to the Executive in a lump sum payment within thirty (30) days following the date of Executive's termination of employment (or such earlier date following the date of Executive's termination of employment, if any, as may be required under applicable wage payment laws), but in no event later than the fifteenth (15th) day of the third (3rd) month following the Executive's date of termination. The "separation pay limit" shall mean two (2) times the lesser of: (1) the sum of Executive's annualized compensation based upon the annual rate of pay for services provided to the Company for the calendar year immediately preceding the calendar year in which Executive's date of termination occurs of employment (adjusted for any increase during that calendar year that was expected to continue indefinitely if Executive had not terminated employment); and (2) the maximum dollar amount of compensation that may be taken into account under a tax-qualified retirement plan under Code Section 401(a)(17) for the year in which his termination of employment occurs. The lump-sum payment to be made to Executive pursuant to this Section 4(a)(ii) is intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(4) for short-term deferrals. The remaining portion of the severance payment described in clause (C) above shall be paid in periodic installments over the 15-month period commencing on the first post-termination payroll date following expiration of the revocation period described above and shall be paid in accordance with the normal payroll practices of the Company. Notwithstanding the foregoing, in no event shall such remaining portion of the severance payment described in clause (C) above be paid to Executive later than December 31 of the second calendar year following the calendar year in which Executive's date of termination of employment occurs. The payments to be made to Executive pursuant to the immediately preceding sentence are intended to be exempt from Code Section 409A under the exemption found in Regulation Section 1.409A-1(b)(9)(iii) for separation pay plans (i.e., the so-called "two times" pay exemption). For the sake of clarity, no election by the Company not to renew the Term shall trigger any rights to severance or other benefits.

2. Exhibit A to the Agreement shall be amended as follows:

a. Paragraph 1 of such Exhibit A is hereby deleted in its entirety and replaced with the following:

Base Salary . With effect from March 1, 2016, Base Salary will be paid at an annualized rate of $270,000, which will be subject to annual review and adjustment by the Committee or the Board but will not be reduced below $270,000. Such amounts will be payable to Executive in accordance with the normal payroll practices of the Company.

b. Paragraph 2 of such Exhibit A is hereby deleted in its entirety and replaced with the following:

Annual Bonus . Target annual bonus and target goals shall be set by the Committee annually. Target annual bonus will be 40% of Executive's then current annual base salary. The annual bonus will be paid pursuant to such conditions as are established by the Committee and, to the extent payable under a bonus plan, subject to such terms and conditions as may be set out in such plan. The annual bonus shall, if payable, be paid in cash no later than March 14 of the fiscal year following the fiscal year during which Executive's right to the annual bonus vests.

3. This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

4. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Employment Agreement as of the date first set forth above.

"Company"

STREAMLINE HEALTH SOLUTIONS, INC.

/s/ DAVID W. SIDES
By: David W. Sides
Title: President & Chief Executive Officer

"Executive"

/s/ NICHOLAS A. MEEKS
By: Nicholas A. Meeks

Exhibit 21.1

STREAMLINE HEALTH SOLUTIONS, INC.

SUBSIDIARIES OF STREAMLINE HEALTH SOLUTIONS, INC.

Name	**Jurisdiction of Incorporation**	**% Owned**
Streamline Health, Inc.	Ohio	100%

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-183899, 333-166843, 333-190045) on Form S-3 and (Nos. 333-184959, 333-28055, 333-18625, 333-20765, 333-125393, 333-174775, 333-188763, 333-188764, 333-208752) on Form S-8 of Streamline Health Solutions, Inc. of our report dated April 20, 2016, relating to our audit of the consolidated financial statements and the financial statement schedule, which appears in this Annual Report on Form 10-K of Streamline Health Solutions, Inc. for the year ended January 31, 2016.

/s/ RSM US LLP

Atlanta, Georgia
April 20, 2016

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Streamline Health Solutions, Inc.:

We consent to the incorporation by reference in the registration statements (Nos. 333-183899, 333-166843, 333-190045) on Form S-3 and (Nos. 333-184959, 333-28055, 333-18625, 333-20765, 333-125393, 333-174775, 333-188763, 333-188764, 333-208752) on Form S-8 of Streamline Health Solutions, Inc. of our report dated April 16, 2015, with respect to the consolidated balance sheet of Streamline Health Solutions, Inc. and subsidiary as of January 31, 2015, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for the year ended January 31, 2015, and related financial statement schedule, which report appears in the January 31, 2016 annual report on Form 10-K of Streamline Health Solutions, Inc.

/s/ KPMG LLP

Atlanta, Georgia
April 20, 2016

Exhibit 31.1

STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David W. Sides, certify that:

I have reviewed this annual report on Form 10-K of Streamline Health Solutions, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

Disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected or is reasonable expected to materially affect the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

April 20, 2016

/s/ David W. Sides

Chief Executive Officer and President

Exhibit 31.2

STREAMLINE HEALTH SOLUTIONS, INC.

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Nicholas A. Meeks, certify that:

I have reviewed this annual report on Form 10-K of Streamline Health Solutions, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

Disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected or is reasonable expected to materially affect the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

April 20, 2016

/s/ Nicholas A. Meeks
Chief Financial Officer

Exhibit 32.1
STREAMLINE HEALTH SOLUTIONS, INC.

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

I, David W. Sides, Chief Executive Officer and President of Streamline Health Solutions, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C Section 1350, that:

The annual report on Form 10-K of the Company for the annual period ended January 31, 2016 (the "Report") fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C 78m); and

The information contained in the Report fairly presents, in all material respects, the financial condition, and results of operations of the Company.

/s/ David W. Sides

Chief Executive Officer and
President
April 20, 2016

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2
STREAMLINE HEALTH SOLUTIONS, INC.

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

I, Nicholas A. Meeks, Chief Financial Officer of Streamline Health Solutions, Inc. (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C Section 1350, that:

The annual report on Form 10-K of the Company for the annual period ended January 31, 2016 (the “Report”) fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C 78m); and

The information contained in the Report fairly presents, in all material respects, the financial condition, and results of operations of the Company.

/s/ Nicholas A. Meeks

Chief Financial Officer
April 20, 2016

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.