

**SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**FORM S-8****REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933****Streamline Health Solutions, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**(State or other jurisdiction of  
incorporation or organization)**31-1455414**(I.R.S. Employer  
Identification No.)**1230 Peachtree Street, NE, Suite 600  
Atlanta, Georgia**

(Address of principal executive offices)

**30309**

(Zip Code)

**Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan  
New Employee Inducement Stock Option Awards**

(Full title of each plan)

**Jack W. Kennedy Jr.****Senior Vice President, Administration & Chief Legal Counsel****1230 Peachtree Street, NE, Suite 600****Atlanta, Georgia 30309****(404) 446-2052**

(Name and address of agent for service)

(Telephone number, including area code, of agent for service)

The Commission is requested to mail signed copies of all orders, notices and communications to:

**Paul Davis Fancher****Troutman Sanders LLP****600 Peachtree Street, N.E., Suite 5200****Atlanta, Georgia 30308-2216****(404) 885-3000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, 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 Smaller reporting company (Do not check if a smaller  
reporting company)**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value \$0.01 per share	1,600,000(2)	\$1.32(3)	\$2,112,000	\$212.68
Common Stock, par value \$0.01 per share	125,000(4)	\$6.14(5)	\$767,500	\$77.29
Common Stock, par value \$0.01 per share	75,000(6)	\$5.50(5)	\$412,500	\$41.54
Common Stock, par value \$0.01 per share	100,000(7)	\$4.57(5)	\$457,000	\$46.02
<b>Total</b>	<b>1,900,000</b>		<b>\$3,749,000</b>	<b>\$377.53</b>

(1) Pursuant to Rule 416(c) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (the "2013 Plan") and the new employee inducement stock option awards. Pursuant to Rule 416(a) under the Securities Act, this registration statement also includes an indeterminate number of additional shares that may be offered and issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(2) Includes 1,600,000 shares of Common Stock issuable under the 2013 Plan. The registrant previously registered 2,000,000 shares of Common Stock issuable under the 2013 Plan on a Form S-8 filed on May 22, 2013 (Reg. No. 333-188764).

(3) Pursuant to Rule 457(h)(1) under the Securities Act, the offering price is estimated solely for the purpose of calculating the registration fee on the basis of the average of the high and low prices of the registrant's Common Stock as reported on the NASDAQ Capital Market on December 22, 2015.

(4) Represents shares of Common Stock potentially issuable upon the exercise of a new employee inducement stock option award granted on February 3, 2014.

(5) Pursuant to Rule 457(h) under the Securities Act, the offering price for each new employee inducement stock option award is equal to the exercise price for such stock option.

(6) Represents shares of Common Stock potentially issuable upon the exercise of a new employee inducement stock option award granted on March 6, 2014.

(7) Represents shares of Common Stock potentially issuable upon the exercise of a new employee inducement stock option award granted on September 10, 2014.

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### Explanatory Note

Streamline Health Solutions, Inc. (the “Company”) has prepared this registration statement in accordance with the requirements of Form S-8 under the Securities Act of 1933, as amended (the “Securities Act”), to register (i) 1,600,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), issuable pursuant to the Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (the “2013 Plan”) and (ii) 300,000 shares of Common Stock issuable under previously-announced new employee inducement stock option awards granted on February 3, 2014, March 6, 2014 and September 10, 2014 (the “Inducement Awards”). The 2013 Plan, including the shares available for issuance under the 2013 Plan, was approved by the Company’s stockholders on August 19, 2014. The new employee inducement stock option awards did not require stockholder approval pursuant to Rule 4350(i)(1)(A)(iv) of the NASDAQ Stock Market Marketplace Rules.

#### Part I — Information Required in the Section 10(a) Prospectus

**Item 1. Plan Information. †**

**Item 2. Registrant Information and Employee Plan Annual Information. †**

† The documents constituting Part I of this registration statement have been or will be sent or given to participants as specified by Rule 428(b) (1) under the Securities Act. These documents and the documents incorporated by reference into this registration statement pursuant to Item 3 of Part II of this form, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Upon written or oral request, the Company will provide, without charge, the documents incorporated by reference in Item 3 of Part II of this registration statement. The Company also will provide without charge, upon written or oral request, other documents required to be delivered to employees pursuant to Rule 428(b) under the Securities Act. Requests for the above mentioned information should be directed to: Streamline Health Solutions, Inc., 1230 Peachtree Street, NE, Suite 600, Atlanta, Georgia, 30309, Attention: Secretary, telephone number (404) 446-2052.

#### Part II — Information Required in the Registration Statement

**Item 3. Incorporation of Documents by Reference.**

The following documents filed with the Securities and Exchange Commission (the “SEC”) are hereby incorporated by reference into this registration statement as of their respective dates of filing:

- (a) The Company’s Annual Report on Form 10-K for the year ended January 31, 2015, filed on April 16, 2015;
- (b) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended April

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30, 2015, filed on June 9, 2015;

- (c) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 2015, filed on September 3, 2015;
- (d) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended October 31, 2015, filed on December 10, 2015;
- (e) The Company’s Current Reports on Form 8-K filed on May 29, 2015 and December 16, 2015; and

(f) The description of the Company’s Common Stock included in Amendment No. 2 to the Company’s Registration Statement on Form 8-A filed with the SEC on December 23, 2015, including any amendment or report filed for the purpose of updating such description.

All documents filed subsequent to the date of this registration statement by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment which indicates that all shares of Common Stock offered hereby have been sold or which deregisters any shares of such Common Stock then remaining unsold, also shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from their respective dates of filing. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein, or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any statement contained in this registration statement shall be deemed to be modified or superseded to the extent that a statement contained in a subsequently filed document which is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 145(a) of the Delaware General Corporation Law (the “DGCL”) provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact he or she is or was a director, officer,

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employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL.

Article Ninth of the Company’s Certificate of Incorporation, as amended to date (the “Certificate of Incorporation”), contains provisions permitted by Section 102(b)(7) of the DGCL, which eliminate personal liability of members of the Company’s board of directors for violations of their fiduciary duty of care. Neither the DGCL nor the Certificate of Incorporation, however, limits the liability of a director for breaching his duty of loyalty, failing to act in good faith, engaging in intentional misconduct or knowingly violating a law, paying a dividend or approving a stock repurchase under circumstances where such payment or repurchase is not permitted under the statute, or obtaining an improper personal benefit. The Certificate of Incorporation states that if the DGCL is amended to authorize further elimination or limitation on director liability, such liability shall be limited to the fullest extent permitted by the amended DGCL.

Article Eighth of the Certificate of Incorporation and Article VII of the Company’s Bylaws, as amended to date (the “Bylaws”), provides that the Company will indemnify any

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person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Article Eighth of the Certificate of Incorporation and Article VII of the Bylaws further provide that the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Article Eighth of the Certificate of Incorporation and Article VII of the Bylaws further provide for indemnification against expenses (including attorneys’ fees) actually and reasonably incurred in connection with the defense of any claim, issue or matter to the extent that a director or officer of the Company or a person serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any such action, suit or proceeding.

In addition, Article Eighth of the Certificate of Incorporation and Article VII of the Bylaws provide that the right to indemnification and advancement of expenses shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under

any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. Furthermore, Article Eighth of the Certificate of Incorporation and Article VII of the Bylaws authorize the Company to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or

her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not we would have the power to indemnify such person against such liability under the provisions of Section 145 of the DGCL.

The Company has entered into indemnification agreements with each of its directors and officers. These agreements provide that the Company will indemnify each of its directors and officers to the fullest extent permitted by law.

The Company also maintains a directors' and officers' liability insurance policy that insures the Company's directors and officers against such liabilities as are customarily covered by such policies.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
3.1	Certificate of Incorporation of Streamline Health Solutions, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Form 10-Q filed on September 15, 2014)
3.2	Amended and Restated Bylaws (as amended through March 28, 2014) of Streamline Health Solutions, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Form 8-K filed on April 3, 2014)
5	Opinion of Troutman Sanders LLP
23.1	Consent of KPMG LLP
23.2	Consent of BDO USA, LLP
23.3	Consent of Troutman Sanders LLP (included in opinion filed as Exhibit 5)
24	Power of Attorney (included on signature page)
99.1	Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement on Schedule 14A filed on July 21, 2014)
99.2	New Employee Inducement Stock Option Award dated September 10, 2014 by and between Streamline Health Solutions, Inc. and David Sides
99.3	New Employee Inducement Stock Option Award dated March 6, 2014 by and between Streamline Health Solutions, Inc. and Lois Rickard
99.4	New Employee Inducement Stock Option Award dated February 3, 2014 by and between Streamline Health Solutions, Inc. and Randy Salisbury

**Item 9. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Atlanta, state of Georgia, on December 23, 2015.

Streamline Health Solutions, Inc.

By: /s/ Jack W. Kennedy Jr.

Name: Jack W. Kennedy Jr.

Title: Senior Vice President, Administration and  
Chief Legal Counsel

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David W. Sides, Nicholas A. Meeks and Jack W. Kennedy Jr., each as the true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on December 23, 2015.

Signature	Title
<u>/s/ David W. Sides</u> David W. Sides	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Nicholas A. Meeks</u> Nicholas A. Meeks	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Michael Halloran</u> Michael Halloran	Controller (Principal Accounting Officer)
<u>/s/ Jonathan R. Phillips</u> Jonathan R. Phillips	Chairman of the Board
<u>/s/ Michael K. Kaplan</u> Michael K. Kaplan	Director

<u>/s/ Allen S. Moseley</u> Allen S. Moseley	Director
<u>/s/ Judith E. Starkey</u> Judith E. Starkey	Director
<u>/s/ Michael G. Valentine</u> Michael G. Valentine	Director

### Exhibit Index

Exhibit No.	Description	Filed	
		Herewith	By Reference
3.1	Certificate of Incorporation of Streamline Health Solutions, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Form 10-Q filed on September 15, 2014)		X
3.2	Amended and Restated Bylaws (as amended through March 28, 2014) of Streamline Health Solutions, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Form 8-K filed on April 3, 2014)		X
5	Opinion of Troutman Sanders LLP	X	
23.1	Consent of KPMG LLP	X	
23.2	Consent of BDO USA, LLP	X	
23.3	Consent of Troutman Sanders LLP (included in opinion filed as Exhibit 5)	X	
24	Power of Attorney (included on signature page)	X	
99.1	Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement on Schedule 14A filed on July 21, 2014)		X
99.2	New Employee Inducement Stock Option Award dated September 10, 2014 by and between Streamline Health Solutions, Inc. and David Sides	X	
99.3	New Employee Inducement Stock Option Award dated March 6, 2014 by and between Streamline Health Solutions, Inc. and Lois Rickard	X	
99.4	New Employee Inducement Stock Option Award dated February 3, 2014 by and between Streamline Health Solutions, Inc. and Randy Salisbury	X	

# TROUTMAN SANDERS

TROUTMAN SANDERS LLP  
Attorneys at Law  
Bank of America Plaza  
600 Peachtree Street, NE  
Suite 5200  
Atlanta, Georgia 30308-2216  
404.885.3000 telephone  
404.885.3900 facsimile  
troutmansanders.com

December 23, 2015

Streamline Health Solutions, Inc.  
1230 Peachtree Street, NE, Suite 600  
Atlanta, Georgia 30309

Re: **Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as counsel to Streamline Health Solutions, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC") on or about December 23, 2015, for the purpose of registering under the Securities Act of 1933, as amended (the "Act"), 1,900,000 shares of Common Stock, par value \$0.01 per share (the "Shares"), of which (i) 1,600,000 Shares are issuable pursuant to the Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan (the "2013 Plan") and (ii) 300,000 Shares are issuable pursuant to new employee inducement stock option awards (the "Inducement Awards").

As counsel for the Company, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such instruments, certificates, records and documents, and have reviewed such questions of law, as we have deemed necessary or appropriate for purposes of this opinion. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted as copies and the authenticity of the originals of such latter documents. As to any facts material to our opinion, we have relied upon the aforesaid instruments, certificates, records and documents and inquiries of the Company's representatives.

Based upon the foregoing examination, we are of the opinion that the Shares have been duly authorized and, when issued by the Company in the manner contemplated by the 2013 Plan or the respective Inducement Award, as applicable, the Shares will be validly issued, fully paid and non-assessable.

In expressing the opinion set forth above, no opinion is expressed with respect to any law other than the General Corporation Law of the State of Delaware. We express no opinion as to the effect of the laws of any jurisdiction other than Delaware or as to the securities laws of any state (including, without limitation, Delaware), municipal law or the laws of any local agencies within any state, including, without limitation, Delaware.

ATLANTA BEIJING CHARLOTTE CHICAGO HONG KONG NEW YORK ORANGE COUNTY PORTLAND RALEIGH  
RICHMOND SAN DIEGO SAN FRANCISCO SHANGHAI TYSONS CORNER VIRGINIA BEACH WASHINGTON, DC

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Streamline Health Solutions, Inc.  
December 23, 2015  
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This opinion is limited to the matters expressly opined on herein, and no opinion may be implied or inferred beyond those expressly stated. This opinion is rendered as of the date hereof, and we make no undertaking and expressly disclaim any duty to supplement or update such opinion, if, after the date hereof, facts or circumstances come to our attention or changes in the law occur which could affect such opinion. This opinion is provided for use solely in connection with the transactions contemplated by the 2013 Plan and the Inducement Awards and may not be used, circulated, quoted or otherwise referred to for any other purpose without our prior express written consent.

We hereby consent to the filing of this opinion or copies thereof as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC thereunder.

Very truly yours,

/s/ Troutman Sanders LLP

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**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Streamline Health Solutions, Inc.:

We consent to the use of our reports dated April 16, 2015, with respect to the consolidated balance sheets of Streamline Health Solutions, Inc. and subsidiaries as of January 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for each of the years in the two-year period ended January 31, 2015, and related financial statement schedule, and the effectiveness of internal control over financial reporting as of January 31, 2015, incorporated herein by reference.

/s/ KPMG LLP

Atlanta, Georgia  
December 23, 2015

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Streamline Health Solutions, Inc.  
Atlanta, Georgia

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 26, 2013, relating to the consolidated financial statements and financial statement schedule of Streamline Health Solutions, Inc. appearing in the Company's Annual Report on Form 10-K for the year ended January 31, 2015.

/s/ BDO USA, LLP

Chicago, Illinois  
December 23, 2015

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**STREAMLINE HEALTH SOLUTIONS, INC.  
AMENDED AND RESTATED 2013 STOCK INCENTIVE PLAN**

**Stock Option Agreement for Executives**

THIS AGREEMENT (together with Schedule A, attached hereto, the "Agreement") is made effective as of the date specified as the "Grant Date" on Schedule A hereto (the "Grant Date") between STREAMLINE HEALTH SOLUTIONS, INC., a Delaware corporation (the "Company"), and David Sides, an executive Employee of the Company or an Affiliate (the "Participant").

**RECITALS:**

To induce Participant to become employed by the Company, and in consideration of the employment of the Participant and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Participant hereby agree as follows:

1. Inducement Grant. The Option (defined below) is made as an inducement grant pursuant to Rule 5635(c)(4) of the NASDAQ Listing Rules, subject to the terms and conditions set forth herein and in the Streamline Health Solutions, Inc. Amended and Restated 2013 Stock Incentive Plan, as it may be amended (the "Plan"). For the avoidance of doubt, this Stock Option is not issued under the Plan and does not reduce the share reserve under the Plan. However, for purposes of interpreting the applicable provisions of the Option, the terms and conditions of the Plan (other than those applicable to the share reserve) shall govern and apply to the Option as if the Option had actually been issued under the Plan. In the event of any conflict between the provisions in this Agreement and those of the Plan (other than those applicable to the share reserve), the provisions of the Plan shall govern, unless the Administrator determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. Grant of Option; Term of Option. The Company hereby grants to the Participant, as a matter of separate inducement and agreement in connection with his or her employment to the Company, and not in lieu of any salary or other compensation for his or her employment, the right and option (the "Option") to purchase all or any part of such aggregate number of shares (the "Shares") of common stock, \$.01 par value per share, of the Company (the "Common Stock") at a purchase price (the "Option Price") as specified on Schedule A, attached hereto, and subject to such other terms and conditions as may be stated herein or in the Plan or on Schedule A. The Participant expressly acknowledges that the terms of Schedule A shall be incorporated herein by reference and shall constitute part of this Agreement. The Company and the Participant further acknowledge that the Company's signature on the signature page hereof, and the Participant's signature on the Grant Letter contained in Schedule A, shall constitute their acceptance of all of the terms of this Agreement, including Schedule A. The Option shall be designated as an Incentive Option or Nonqualified Option, as stated on Schedule A. To the extent that the Option (or any portion thereof) is designated as an Incentive Option but does not qualify as an Incentive Option, the Option (or portion thereof) shall be treated as a Nonqualified Option. The term of the Option (the "Option Period") shall be specified in Schedule A and, except as otherwise provided in the Plan or this Agreement, the Option will expire if not exercised in full by the expiration date specified in Schedule A.

3. Stockholder Rights. The Participant and his or her legal representative, legatee or distributee shall not be deemed to be the holder of any Shares subject to the Option and shall not have any rights of a stockholder unless and until certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written notice of ownership in accordance with Applicable Law shall have been provided).

4. Exercise of Option. Subject to the terms of the Plan and this Agreement, the Option shall become exercisable on the date or dates set forth on Schedule A attached hereto. To the extent that the Option is exercisable but is not exercised, the Option shall accumulate and be exercisable by the Participant in whole or in part at any time prior to expiration of an Option, subject to the terms of the Plan and this Agreement. The Participant expressly acknowledges that the Option may vest and be exercisable only upon such terms and conditions as are provided in this Agreement and the Plan. Upon the exercise of an Option in whole or in part, payment of the Option Price in accordance with the provisions of the Plan and this Agreement, and satisfaction of such other conditions as may be established by the Administrator or this Agreement, including, but not limited to, payment of any withholding taxes or similar amounts pursuant to Section 9(a) of this Agreement, the Company shall as soon thereafter as practicable (and no more than thirty (30) days thereafter) deliver to the Participant a certificate or certificates for the Shares purchased. Except where prohibited by the Administrator or Applicable Law (and subject to such terms and conditions as may be established by the Administrator), payment of the Option Price shall be made in the form of cash or cash equivalent. The total number of Shares that may be acquired upon exercise of the Option shall be rounded down to the nearest whole share.

5. Effect of Change of Control. In the event that (a) the employment of the Participant is terminated within six months before (in which case vesting shall not occur until the effective date of the Change of Control) or one year (or such longer period after a Change of Control as may be stated in the Participant's change of control agreement, employment agreement or similar agreement, if applicable) after the effective date of a Change of Control and (b) such termination of employment is (i) by the Company or an Affiliate other than for Cause (and other than on the Participant's death or Disability) or (ii) by the Participant for Good Reason, then the Option shall become fully vested and exercisable upon the termination of the Participant's employment, whether or not then otherwise vested and exercisable. Any portion of the Option that vests, under this Section 5, upon the effective date of a Change of Control and after the employment of the Participant is terminated as described in this Section 5 must be exercised, if at all, prior to the first to occur of the following, whichever shall be applicable (after which time the Option shall terminate): (A) the close of the three-month period next succeeding the later of the Change of Control or the termination of the Participant's employment; or (B) the close of the Option Period. For clarification, for the purposes of this Section 5, the "Company" shall include any successor to the Company.

6. Effect of Termination of Employment. The Option shall not be exercised unless the Participant is, at the time of the exercise, in employment to the Company or an Affiliate and has been in employment to the Company or an Affiliate continuously since the date the Option was granted, subject to the following:

(a) The Option shall not be affected by any change in the terms, conditions or status of the Participant's employment, provided that the Participant continues to be in employment to the Company or an Affiliate.

(b) The employment relationship of the Participant shall be treated as continuing intact for any period that the Participant is on military or sick leave or other bona fide leave of absence, provided that the period of such leave does not exceed ninety (90) days, or, if longer, as long as the Participant's right to reemployment is guaranteed either by statute or by contract. The employment relationship of the Participant shall also be treated as continuing intact while the Participant is not in active employment because of a Disability.

(c) If the employment of the Participant is terminated because of death or Disability, the Option may be exercised only to the extent vested and exercisable on the Participant's Termination Date, and any portion of the Option that is not vested as of the Participant's

Termination Date shall terminate as of such date. The Option, to the extent vested, must be exercised, if at all, prior to the first to occur of the following, whichever shall be applicable (after which time the Option shall terminate): (A) the close of the one-year period next succeeding the Termination Date; or (B) the close of the Option Period. In the event of the Participant's death, the Option shall be exercisable by such person or persons as shall have acquired the right to exercise the Option by will or by the laws of intestate succession.

(d) If the employment of the Participant is terminated for any reason other than death, Disability or for Cause, the Option may be exercised to the extent exercisable on his or her Termination Date, and any portion of the Option that has not vested as of the Participant's Termination Date shall terminate as of such date (subject to Section 5 above upon a Change of Control). The Option, to the extent vested, must be exercised, if at all, prior to the first to occur of the following, whichever shall be applicable (after which time the Option shall terminate): (A) the close of the three-month period next succeeding the Termination Date; or (B) the close of the Option Period (subject to Section 5 above upon a Change of Control). If the Participant dies following such termination of employment and prior to the earlier of the dates specified in (A) or (B) of the first sentence of this subparagraph (d), the Participant shall be treated as having died while employed under subparagraph (c) immediately preceding (treating for this purpose the Participant's date of employment as the Termination Date). In the event of the Participant's death, such Option shall be exercisable by such person or persons as shall have acquired the right to exercise the Option by will or by the laws of intestate succession.

(e) If the employment of the Participant terminates for Cause, his or her Option shall lapse and no longer be exercisable as of notice of his or her Termination Date.

7. No Right of Continued Employment; Forfeiture of Option. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employ of the Company or an Affiliate, or to interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time. Except as otherwise expressly provided in the Plan, this Agreement (including but not limited to Section 5 above and Schedule A) or as may be determined by the Administrator, all rights of the Participant with respect to the unexercised portion of his or her Option shall terminate upon the Participant's Termination Date. The Participant expressly acknowledges and agrees that the termination of his or her employment shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Option and any Shares subject to the Option to the extent the Option has not been exercised as of the date of his or her termination of employment. The grant of the Option does not create any obligation to grant further awards.

8. Nontransferability of Option. To the extent that this Option is designated as an Incentive Option, the Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than transfers by will or the laws of intestate succession, or, in the Administrator's discretion, such transfers as may otherwise be permitted in accordance with Treas. Reg. Section 1.421-1(b)(2) or Treas. Reg. Section 1.421-2(c) or any successor provisions thereto. To the extent that this Option is designated as a Nonqualified Option, the Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession, except for transfers if and to the extent permitted by the Administrator in a manner consistent with the Plan and the registration provisions of the Securities Act. Except as may be permitted by the preceding, the Option shall be exercisable during the Participant's lifetime only by the Participant or his guardian or legal representative. The designation of a beneficiary in accordance with the Plan does not constitute a transfer.

9. Withholding; Tax Consequences.

(a) The Participant acknowledges that the Company shall require the Participant to pay to the Company in cash the amount of any tax or other amount required by any governmental authority to be withheld and paid over by the Company to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Option and delivery of any Shares, to satisfy such obligations. Such tax or other withholding amounts must be paid in cash or cash equivalent prior to the issuance of the Shares underlying the Option, or portion thereof, being exercised.

(b) The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the tax consequences (including but not limited to income tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant acknowledges that there may be adverse tax consequences upon the grant or exercise of the Option and/or the acquisition or disposition of the Shares subject to the Option and that he or she has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

10. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole authority to determine whether and to what degree the Option has become vested and exercisable. Any interpretation of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

11. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Option, any other equity-based awards or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. Except as may be otherwise provided in the Plan, this Agreement does not supersede or amend any existing Change of Control Agreement, Confidentiality Agreement, Nonsolicitation Agreement, Noncompetition Agreement, Nondisparagement Agreement, Employment Agreement or any other similar agreement between the Participant and the Company, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

12. Governing Law. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States.

13. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend the Plan and this Agreement (without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to federal securities laws and Code Section 409A, Code Section 422 and federal securities laws). The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

14. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office, attention Chief Financial Officer, Streamline Health Solutions, Inc.

15. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. Restrictions on Option and Shares. The Company may impose such restrictions on the Option and any Shares or other benefits underlying the Option as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, state or foreign securities laws applicable to such Option or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with all Applicable Law (including but not limited to the requirements of the Securities Act). The Company is under no obligation to the Participant to register Shares nor to comply for the Participant's benefit with any exemption from registration so that the Participant may sell or otherwise transfer the Shares. If shares are issued to the Participant without having been registered, a restrictive legend (in the form prescribed by Applicable Law or as may be advised by legal counsel) will be placed on the certificate, stop-transfer instructions will be issued with respect to the shares and the Participant will have to hold the Shares indefinitely unless they are subsequently registered or an exemption from registration is available.

17. Effect of Change in Status. Unless the Administrator, in its sole discretion, determines otherwise (or unless required by Code Section 409A), the Option shall not be affected by any change in the terms, conditions or status of the Participant's employment, provided that the Participant continues to be employed by or in service to the Company or an Affiliate. Without limiting the foregoing, the Administrator has sole discretion to determine, subject to Code Section 409A, at the time of grant of the Option or at any time thereafter, the effect, if any, on the Option if the Participant's status as an Employee changes, including but not limited to changes in the nature or scope of the Participant's employment and/or service.

18. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

19. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving this Option, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

20. Notice of Disposition. To the extent that the Option is designated as an Incentive Option, if any Shares acquired pursuant to such Incentive Option are disposed of within two (2) years following the date of grant or one year following the transfer of such Shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Administrator may reasonably require.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Grant Date stated herein.

**STREAMLINE HEALTH SOLUTIONS, INC.**

By:   
Name: Jack W. Kennedy Jr.  
Title: Senior Vice President & Chief Legal Counsel

Attest:   
Name: Nicholas A. Meeks

*[Signature Page of Participant Follows on Schedule A/Grant Letter]*



**Streamline Health Solutions, Inc.**  
**Amended and Restated 2013 Stock Incentive Plan**  
**Stock Option Agreement for Executives**

**Schedule A/Grant Letter**

1. Grant Terms. Pursuant to the terms and conditions of the Company's Amended and Restated 2013 Stock Incentive Plan, as it may be amended (the "Plan") (other than those applicable to the share reserve), and the Stock Option Agreement for Executives attached hereto (the "Agreement"), you (the "Participant") have been granted a Nonqualified Option (the "Option") to purchase 100,000 shares of Common Stock (the "Shares") as outlined below. Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

Granted To: David Sides  
Grant Date: September 10, 2014  
Number of Shares Subject to Option: 100,000  
Option Price per Share: \$4.565  
Type of Option: Non-Qualified  
Expiration Date: September 9, 2024

Vesting of Option\*

The stock options shall vest and become exercisable in five substantially equal annual installments commencing on September 10, 2015, subject to the Participant's continued employment over such five-year period.

*[Signature Page Follows]*

By my signature below, I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the Grant Letter and other provisions of Schedule A herein are incorporated by reference into the Agreement and constitute a part of the Agreement. By my signature below, I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of this Grant Letter and the other provisions of Schedule A contained herein.

Signature:  Date: 9-10-14

*Note: If there are any discrepancies in the name shown above, please make the appropriate corrections on this form and return to Attention: Chief Legal Counsel, Streamline Health Solutions, Inc., 1230 Peachtree St NE, Suite 600, Atlanta, Georgia 30309. Please retain a copy of the Agreement, including this Grant Letter, for your files.*



March 6, 2014

Ms. Lois Rickard  
4340 River Bottom Drive  
Norcross, Georgia 30092

Dear Ms. Rickard:

As authorized by action of the Board of Directors of Streamline Health Solutions, Inc. (the "Company"), you have been granted, effective as of the date hereof, non-qualified options (the "Options") to purchase up to 75,000 shares of the Company's common stock, \$.01 par value, ("Common Stock"), at a price to be determined pursuant to the section below captioned "Exercise Price." These Options are not being granted to you pursuant to any pre-existing Company equity plan, in reliance on the inducement grant exception found in Nasdaq Marketplace Rule 5635(c)(4). Nevertheless, the terms of the Company's 2013 Incentive Compensation Plan (the "Plan"), shall be deemed to apply to the Options as if they had been made under such Plan and the terms of the Plan are made a part of this letter agreement by reference. Capitalized terms used but not defined herein shall be deemed to have the meaning ascribed to such term in the Plan.

#### Exercise Price

The exercise price of the Options shall be \$5.50 per share.

#### Vesting Schedule

The Options shall vest and become exercisable in thirty-six substantially equal monthly installments, commencing with the date that is one month from the date hereof, during the first three years of your employment by the Company.

#### Termination of Options

Unless earlier terminated pursuant to the terms hereof, the Options will terminate, and may no longer be exercised after, March 5, 2024.

#### Manner of Exercise

To exercise your Options, you must deliver to the Company written notice of exercise containing such written representations and agreements as the Company may require, together with payment in full in cash or by check for the shares you elect to purchase and for the required tax withholding. No certificate for shares shall be issued until full payment and the required tax withholding have been made to the Company; provided, however, that the Company shall not be required to issue or deliver any certificate prior to the admission of such shares to listing on any stock exchange or securities market on which such stock may at that time be listed, nor shall issue or delivery be required prior to registration, if necessary under the securities law of the United States and any applicable state.



You may exercise your Options in whole or in part, to the extent such Options have vested, so long as each partial exercise of the Options amounts to a purchase by you of at least one whole share of Common Stock.

#### No Obligation to Register

The Company is under no obligation to you to register such shares nor to comply for your benefit with any exemption from registration so that you may sell or otherwise transfer the shares. If the shares are issued to you without having been registered, a legend will be placed on the certificate, stop-transfer instructions will be issued with respect to the shares, and you will have to hold them indefinitely unless they are subsequently registered or an exemption for registration is available. If such an exemption is afforded to you pursuant to Rule 144 promulgated under the Securities Act of 1933, sales thereunder may be made only in limited amounts upon the expiration of the applicable holding period and otherwise in accordance with the terms and conditions of that Rule.

#### Termination of Employment

If you cease to be an employee of the Company or any subsidiary, parent, or assuming corporation for any reason other than by death, all unvested Options shall terminate immediately and all vested but unexercised Options shall expire automatically as of the date 90 days (but not exceeding the expiration date referenced above) after termination of employment. If termination of your employment is by reason of death, all unvested Options shall terminate immediately and all vested but unexercised Options shall be exercisable for a period of not in excess of one year thereafter (but not exceeding the expiration date referenced above) by the person or persons to whom the same is transferred by will or by laws of descent and distribution, to the same extent that you could have exercised such Options at the time of your death. During your life, these Options shall be exercisable only by you and shall not be transferable or assignable other than by your will or by the laws of descent and distribution as specified above. Any other attempted transfer or assignment will terminate these Options.

#### Adjustment

In the event of a stock dividend, recapitalization, reclassification, split, or a combination of shares of the Company, appropriate adjustment shall be made by the Board of Directors of the Company, in the number, kind, and/or exercise price of the shares covered by these Options to the end that your proportionate interest shall be maintained as before the occurrence of such event. In the event of a merger or consolidation of the Company or other similar corporate changes, provisions may be made by the Board of Directors of the Company for the assumption or substitution of these Options. Any outstanding Options subject to vesting that have not fully vested as of the date of a Change of Control (as defined in the Plan) shall automatically vest and become immediately exercisable, unless you agree otherwise, upon the date of the Change of Control.



These Options may be modified, extended, or renewed by the Company with your consent.

Sincerely,

Streamline Health Solutions, Inc.

A handwritten signature in blue ink, appearing to read "N A Meeks".

By: Nicholas A. Meeks  
Chief Financial Officer

If these options to purchase shares as contained in the foregoing paragraphs are satisfactory to you, please indicate your acceptance by signing below. Your acceptance of these options does not constitute an exercise of your options. To exercise your options to purchase shares, you must comply with the requirements set forth above.

Accepted: \_\_\_\_\_  \_\_\_\_\_ Date: 3-10-14



February 3, 2014

Mr. Randy Salisbury  
3799 Vermont Road NE  
Atlanta, Georgia 30319

Dear Mr. Salisbury:

As authorized by action of the Board of Directors of Streamline Health Solutions, Inc. (the "Company"), you have been granted, effective as of the date hereof, non-qualified options (the "Options") to purchase up to 125,000 shares of the Company's common stock, \$.01 par value, ("Common Stock"), at a price to be determined pursuant to the section below captioned "Exercise Price." These Options are not being granted to you pursuant to any pre-existing Company equity plan, in reliance on the inducement grant exception found in Nasdaq Marketplace Rule 5635(c)(4). Nevertheless, the terms of the Company's 2013 Incentive Compensation Plan (the "Plan"), shall be deemed to apply to the Options as if they had been made under such Plan and the terms of the Plan are made a part of this letter agreement by reference. Capitalized terms used but not defined herein shall be deemed to have the meaning ascribed to such term in the Plan.

#### Exercise Price

The exercise price of the Options shall be \$6.14 per share.

#### Vesting Schedule

The Options shall vest and become exercisable in thirty-six substantially equal monthly installments, commencing with the date that is one month from the date hereof, during the first three years of your employment by the Company.

#### Termination of Options

Unless earlier terminated pursuant to the terms hereof, the Options will terminate, and may no longer be exercised after, February 2, 2024.

#### Manner of Exercise

To exercise your Options, you must deliver to the Company written notice of exercise containing such written representations and agreements as the Company may require, together with payment in full in cash or by check for the shares you elect to purchase and for the required tax withholding. No certificate for shares shall be issued until full payment and the required tax withholding have been made to the Company; provided, however, that the Company shall not be required to issue or deliver any certificate prior to the admission of such shares to listing on any stock exchange or securities market on which such stock may at that time be listed, nor shall issue or delivery be required prior to registration, if necessary under the securities law of the United States and any applicable state.



You may exercise your Options in whole or in part, to the extent such Options have vested, so long as each partial exercise of the Options amounts to a purchase by you of at least one whole share of Common Stock.

#### No Obligation to Register

The Company is under no obligation to you to register such shares nor to comply for your benefit with any exemption from registration so that you may sell or otherwise transfer the shares. If the shares are issued to you without having been registered, a legend will be placed on the certificate, stop-transfer instructions will be issued with respect to the shares, and you will have to hold them indefinitely unless they are subsequently registered or an exemption for registration is available. If such an exemption is afforded to you pursuant to Rule 144 promulgated under the Securities Act of 1933, sales thereunder may be made only in limited amounts upon the expiration of the applicable holding period and otherwise in accordance with the terms and conditions of that Rule.

#### Termination of Employment

If you cease to be an employee of the Company or any subsidiary, parent, or assuming corporation for any reason other than by death, all unvested Options shall terminate immediately and all vested but unexercised Options shall expire automatically as of the date 90 days (but not exceeding the expiration date referenced above) after termination of employment. If termination of your employment is by reason of death, all unvested Options shall terminate immediately and all vested but unexercised Options shall be exercisable for a period of not in excess of one year thereafter (but not exceeding the expiration date referenced above) by the person or persons to whom the same is transferred by will or by laws of descent and distribution, to the same extent that you could have exercised such Options at the time of your death. During your life, these Options shall be exercisable only by you and shall not be transferable or assignable other than by your will or by the laws of descent and distribution as specified above. Any other attempted transfer or assignment will terminate these Options.

#### Adjustment

In the event of a stock dividend, recapitalization, reclassification, split, or a combination of shares of the Company, appropriate adjustment shall be made by the Board of Directors of the Company, in the number, kind, and/or exercise price of the shares covered by these Options to the end that your proportionate interest shall be maintained as before the occurrence of such event. In the event of a merger or consolidation of the Company or other similar corporate changes, provisions may be made by the Board of Directors of the Company for the assumption or substitution of these Options. Any outstanding Options subject to vesting that have not fully vested as of the date of a Change of Control (as defined in the Plan) shall automatically vest and become immediately exercisable, unless you agree otherwise, upon the date of the Change of Control.



These Options may be modified, extended, or renewed by the Company with your consent.

Sincerely,

Streamline Health Solutions, Inc.

A handwritten signature in blue ink, appearing to read "N. Meeks", written over a horizontal line.

By: Nicholas A. Meeks  
Chief Financial Officer

If these options to purchase shares as contained in the foregoing paragraphs are satisfactory to you, please indicate your acceptance by signing below. Your acceptance of these options does not constitute an exercise of your options. To exercise your options to purchase shares, you must comply with the requirements set forth above.

Accepted:

A handwritten signature in blue ink, written over a horizontal line.

Date:

2-3-14