



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR3116

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Visionary Integration Professionals, LLC (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The attached, following end user license terms are incorporated into Attachment E:

- Opeeka, LLC – Master Services and Access Agreement

Effective Date of Amendment: 8/31/2021

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Stephen A. Carpenter *08.30.21*

08/31/2021

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

STEPHEN A. CARPENTER

Contractor's Name (Print)

CHIEF ADMINISTRATIVE OFFICER.

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent

Phone #

E-mail Address

Contract #

Solomon Kingston

801-957-7142

skingston@utah.gov

AR3116

Attachment E
OPEEKA, LLC----- MASTER SERVICES AND ACCESS AGREEMENT

This **MASTER SERVICES AND ACCESS AGREEMENT** ("**Agreement**"), dated effective as of [REDACTED], 2021 (the "**Effective Date**"), is by and between **Opeeka, Inc.**, a Delaware corporation, having its principal place of business at 81 Blue Ravine Road, Suite 120, Folsom, CA 95630 ("**Opeeka**")., and [REDACTED], a [REDACTED] corporation, having a principal place of business at [REDACTED] ("**Customer**"). Opeeka and Customer may also be referred to, individually, as a "**party**," and, collectively, as the "**parties**".

RECITALS

- A. Opeeka has developed and promotes the Opeeka Program, as defined herein.
- B. In accordance with the terms and conditions of this Agreement, Customer desires to obtain a right to use the Opeeka Program in relation to the Customer's Clients.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

In addition to any other terms defined in the Agreement, the following terms have the following meanings:

- 1.1 "**Acceptance**" has the meaning as set forth in Section 2.3 herein.
- 1.2 "**Confidential Information**" has the meaning as set forth in Section 10 herein.
- 1.3 "**Customer's Clients(s)**" means an individual client of the Customer that receives services from the Customer and the Customer is using the Opeeka Program to monitor that individual client.
- 1.4 "**Customer Client Data**" means any data, photos, images, information, medical information, other health-care related information, material, records, or any other personal-identifiable information about or related to a Customer Client that Customer or its Customer Users upload, post, store, distribute or use as part of their utilization of the Opeeka Program under this Agreement.
- 1.5 "**Customer Data**" means, collectively: (i) Customer Client Data (as defined herein); and (ii) any other data, photos, images, information, material, or other content that Customer or its Customer Users upload, post, store, distribute or use as part of their utilization of the Opeeka Program under this Agreement.
- 1.6 "**Customer's Technology Environment**" means the Customer's particular technology environment, platform or infrastructure, including software, hardware and other computer and information technology systems.
- 1.7 "**Customer User(s)**" has the meaning as set forth in Section 6.1 herein.
- 1.8 "**EULA**" has the meaning set forth in Section 6.1 herein.
- 1.9 "**Fees**" has the meaning set forth in Section 4 herein.
- 1.10 "**License**" has the meaning set forth in Section 5 herein.
- 1.11 "**Opeeka Documentation**" has the meaning as set forth in Section 5 herein.
- 1.12 "**Opeeka Program**" means Opeeka's proprietary software program and related applications which monitor and track the wellbeing of a person or of a population of people.
- 1.13 "**Reports**" has the meaning set forth in Section 5 herein.
- 1.14 "**Services**" mean, collectively: (i) the Implementation Services contemplated by Section 2 herein; and (ii) the Ongoing Maintenance & Support and Ongoing Training contemplated by Section 2 herein.
- 1.15 "**Term**" or "**Term of this Agreement**" has the meaning as set forth in Section 12 herein.

2. Opeeka Implementation Services; Delivery and Acceptance.

2.1 Opeeka's Implementation Services.

2.1.1 Subject to the terms and conditions of this Agreement, and in consideration of the Customer paying all of the Fees, Opeeka will use commercially reasonable efforts to perform the following services and produce the deliverables (collectively, the "**Implementation Services**") as described in, and in accordance with the specifications and the other terms and conditions set forth

in and pursuant to, **Schedule II**, attached hereto and by this reference incorporated herein (hereafter referred to as either the **"Statement of Work"**).

(i) any particular customization, if any, of the features or functionalities of the Opeeka Program to conform to the Customer's particular needs on its Customer Technology Environment as set forth in the Statement of Work; and

(ii) any initial installation services to assist with the installation of the Opeeka Program on the Customer Technology Environment as set forth in the Statement of Work; and

(iii) any initial training of the Customer's personnel regarding the installation and use of the Opeeka Program as set forth in the Statement of Work.

2.1.2 Opeeka will perform the Implementation Services at the locations, at the times, and otherwise pursuant to the specifications set forth in the applicable Statement of Work. Unless otherwise specified in the applicable Statement of Work, all Implementation Services performed by Opeeka shall be rendered on a time and materials basis in conformance with the provisions of the applicable Statement of Work. Customer hereby acknowledge and agrees that Opeeka has the right to engage any subcontractors it deems appropriate in order to carry out the Implementation Services on behalf of Opeeka.

2.1.3 To the extent that Customer is obligated under the Agreement to provide assistance or guidance to Opeeka and Customer is delayed, or fails to perform, such obligation, then: (i) any obligation of Opeeka that is dependent on such performance by Customer will be postponed until such performance by Customer; and (ii) without limiting the foregoing, Opeeka shall not be deemed in breach of its performance as a result of any such non-performance by Customer.

2.1.4 Except for the Implementation Services as expressly set forth in the applicable Statement of Work, Customer is responsible for all other implementation and set up of the Opeeka Program on the Customer Technology Environment and for the training of Customer's personnel and any other Customer Users regarding the use of the Opeeka Program.

2.2 **Changes**. In the event Customer seeks, after the Effective Date of the applicable Statement of Work and during the time period that Opeeka is performing the Implementation Services, any change or modification to the Statement of Work or to any function or elements of the deliverable thereunder, then the Customer must first present such proposed changes or modifications to Opeeka in writing ("**Proposed Changes**"). Upon receipt of the written Proposed Changes, Opeeka and Customer agree to discuss, in good faith, such Proposed Changes and the effect such Proposed Changes may have on the Statement of Work, the costs to Opeeka, time for performance and other factors. Notwithstanding the foregoing, no Proposed Changes will be effective unless and until both parties mutually agree to the terms and conditions for such Proposed Change and such Proposed Changes otherwise conform to this Section 2.2. Without limiting the generality of the foregoing, Opeeka is not obligated to agree to any Proposed Changes that will increase the total number of hours allocated to the Statement of Work, including without limitation the cost of third party equipment/goods, or third party services. Additionally, any work by Opeeka for all Proposed Changes will be billed by Opeeka at an hourly rate that is no less than Opeeka's then current hourly rate.

2.3 **Acceptance**. The parties agree to the following:

2.3.1 Upon Opeeka's completion of the initial installation of the Opeeka Program on the Customer Technology Environment as contemplated by the Statement of Work, Customer shall, within seven (7) calendar days of such delivery or performance ("**Review Period**"), inspect the same for material compliance with the specifications set forth in the Statement of Work regarding the features and functionality of such Opeeka Program (hereinafter the "**Specifications**"). In the event Customer discovers any material non-compliance with the Specifications (a "**Material Non-Conformity**"), Customer must, before the expiration of the Review Period, provide Opeeka with written notice of such Material Non-Conformity with a sufficiently detailed description of the Material Non-Conformity to allow Opeeka to cure the same ("**Material Non-Conformity Notice**"), otherwise the Opeeka Program will be deemed to be accepted by Customer. The Opeeka Program shall be deemed accepted ("**Acceptance**") by Customer upon the earlier of the following to occur: (i) the Review Period expires without Customer providing any applicable written Material Non-Conformity Notice; or (ii) Customer has confirmed to Opeeka that the Customer has otherwise accepted the Opeeka Program.

2.3.2 In the event Customer does provide Opeeka with a written Material Non-Conformity Notice, Opeeka has the right to take efforts to cure such Material Non-Conformity within thirty (30) business days of Opeeka's receipt of Customer's written Material Non-Conformity Notice ("**Cure Period**"). Opeeka has the right, by the end of the applicable Cure Period, to rectify and otherwise cure the Material Non-Conformity (so that the Opeeka Program is in material compliance with the Specifications). Customer shall then have another right of inspection in accordance with, and subject to, the terms and conditions of Section 2.3.1. All other aspects of each cure and re-delivery by Opeeka shall also be subject to the terms and conditions of Section 2.3.1 above.

3. Hosting and Ongoing Maintenance /Support of Opeeka Program and Ongoing Training during Term of Agreement.

Following the Acceptance of the Opeeka Program as contemplated by Section 2.3 herein and only during the Term of this Agreement, and subject to Customer continuing to paying all of the Fees, including without limitation all License Fees, contemplated in Section 4 and corresponding **Schedule I** attached hereto, Opeeka will use commercially reasonable efforts to perform these additional services during the Term of this Agreement:

- (i) host the Opeeka Program for the Customer and its Customer User, pursuant to the terms and conditions of the License as set forth in Section 5 herein, as a software-as-a-service program made available to end users via the Internet, and as such providing the ongoing maintenance and support of said Opeeka Program, all as set forth in and pursuant to the terms, conditions and specifications set forth in **Schedule III** attached hereto and by this reference incorporated herein (collectively, the “**Ongoing Support & Maintenance**”); and
- (ii) provide the ongoing training as set forth in, and pursuant to terms, conditions and specifications set forth in **Schedule III** herein (“**Ongoing Training**”).

4. Fees ; Payment; Taxes.

4.1 **Fees.** Attached hereto as **Schedule I**, and by this reference incorporated herein, is a list of all of the fees that the Opeeka will charge the Customer during the Term of this Agreement (the “**Fee(s)**”) covering: (i) the standard fees which are set forth in Part 1 of Schedule 1 and which include without limitation the Set Up Fees, the License Fees, and the Reconciliation Fees; and (ii) any fees for any additional features (“Additional Features Fees”) which are set forth in Part 2 of Schedule 1. Opeeka may increase the Fees, upon reasonable notice to Customer, up to ten percent (10%) per year.

4.2 **Payment.** Unless specified otherwise in a Work Statement, Customer will pay each of the Fees as set forth in **Schedule I** within the time period set forth in said Annex 1. Any amounts not paid when due are subject to the interest rate and/or service charges set forth in said **Schedule I**. If Customers fail to pay any past due Fees after thirty (30) days, Opeeka has the right, in its sole discretion, to terminate this Agreement and/or to initiate any other remedies at law or equity as set forth in Section 12.2(i) herein. If Opeeka initiates any legal proceedings to collect those amounts, Opeeka shall be entitled to recover its reasonable attorney fees and costs from Customer, including those incurred prior to and at arbitration, trial or other proceeding, and in any appeal.

4.3 **Taxes.** Customer will pay all sales, use, value added and other taxes imposed on any goods or services provided by Opeeka under this Agreement.

5. License.

5.1. Subject to compliance with the terms and conditions of this Agreement, Opeeka grants to Customer, only during the Term of this Agreement, and unless this Agreement is otherwise cancelled, expired or terminated, a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable right to allow the Customer and its authorized Customer Users to access and use the features and functionalities of the Opeeka Program and any Opeeka Documentation only for the Permitted Uses, as such term is defined herein (hereinafter the “**License**”).

5.2 For purpose of this Agreement, the following additional terms have the following meanings:

(i) “**Opeeka Documentation**” means the end user manuals or other documentation, either written or online, provided by Opeeka to the Customer which gives the Customer and its Customer Users guidance and instructions regarding proper use of the features or functionalities of the Opeeka Program.

(ii) “**Permitted Use**” means the internal use by only the Customer and/or its Customer Users of: (a) the software-as-a-service version of the Opeeka Program for the sole purpose of collecting, gathering, compiling, storing, dash-boarding, retrieving and otherwise analyzing data about Customer Clients and formatting or preparing Reports of any such data; and (b) any Opeeka Documentation for the sole purpose of obtaining guidance regarding the proper use of the features and functionalities of the Opeeka Program.

(iii) “**Reports**” means any dashboards, databases, or any other report formats that are a feature or functionality made available to Customer Users of the Opeeka Program.

5.3 Without limiting any other provisions of this agreement, including the general provisions regarding Fees in Section 4, the Customer hereby acknowledges and agrees that the continued payment of all Fees, including without limitation all License Fees, as required by **Schedule I** attached hereto, is material consideration for Opeeka granting the Customer the License set forth herein, and such continued payment of all such Fees is condition to Customer’s right to continue to exercise the License. The License will immediately terminate upon the expiration, cancellation or termination of this Agreement for any reason.

5.4 Customer agrees that the License is subject to the following additional terms and conditions:

5.4.1 Without limiting the foregoing, the License is subject to the following additional terms and conditions:

- (a) Customer and Customer Users shall not use the Opeeka Program or Opeeka Documentation for any purpose other than the Permitted Use (as defined in Section 5.2). Without limiting the generality of the foregoing, Customer and Customer Users shall not use, copy, or transfer the Opeeka Program or Opeeka Documentation, or any copy, in whole or in part, except as expressly permitted for in this Agreement;
- (b) The Opeeka Program or Opeeka Documentation may not be used by any other party other than the Customer without Opeeka's prior written consent;
- (c) Customer and all Customer Users will not, without the prior written consent of Opeeka:
 - (i) alter, modify, amend, create derivative works, convert, translate, change, decompile, disassemble, reverse-engineer the Opeeka Program or the Opeeka Documentation, or otherwise attempt to discover the source code to the software used therein;
 - (ii) sell, rent, lease, license, sublicense, loan, assign, distribute, or otherwise transfer to any third party any rights with respect to the Opeeka Program or the Opeeka Documentation;
 - (iii) grant access to the Opeeka Program or Opeeka Documentation to any unauthorized third party for any purpose;
 - (iv) remove, alter, cover or obscure any copyright notices or other proprietary rights notices of Opeeka or any other party which may be placed on or embedded in the Opeeka Program or Opeeka Documentation and shall otherwise retain all such notices on all copies of the same; or
 - (e) violate or attempt to violate any security features or protocols, or any intellectual property protection mechanisms, build into or associated with the Opeeka Program or Opeeka Documentation or otherwise established by Opeeka.

5.4.2 Without limiting the foregoing in any way, Customer and all Customer Users further agree that Customer and its Customer Users shall not upload, store, distribute, or otherwise use any data, material, information or any other Customer Data (as defined herein) via the Opeeka Program if doing so would violate: (i) any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere; (ii) any privacy rights of any individuals, including any Customer Client; or (iii) any other local, state, federal or international law or regulations.

6. Customer Users; Authorized Users of Opeeka Program.

6.1 Customer shall restrict use of the Opeeka Program solely to those employees or other authorized users of the Opeeka Program who satisfy the following conditions (hereinafter a "**Customer User(s)**"): (i) have been given user credentials as established by Opeeka and Customer, including without limitation Opeeka having issued each such user an authorized user name and password; and (ii) have agreed to use the Opeeka Program in compliance with the terms and conditions of this Agreement. Opeeka reserves the right, at its election, to require each such Customer User to agree, at any time, to an end user agreement, containing provisions similar to this Agreement, a condition of permitting the Customer User's continued access to the Opeeka Program (hereinafter referred to a "**EULA**").

6.2 Customer shall be responsible for all uses of the Opeeka Program by all of its Customer Users. Customer is required to immediately notify Opeeka of each Customer User that Customer no longer is giving access to the Opeeka Program in order to allow Opeeka the ability to terminate any applicable user names and/or passwords which may have been issued to that particular Customer User and to otherwise terminate the applicable Customer User's access to the Opeeka Program.

6.3 If Opeeka becomes aware of any violations or breach of this Agreement by Customer or by any Customer User (or, if any EULA have been presented to Customer Users, any breach of any EULA by a Customer User), Opeeka has the right, in its discretion, to: (i) suspend access to the Opeeka Program to Customer or to any particular Customer User while it investigates such violation or breach; and/or (ii) terminate a particular Customer User's right to use the Opeeka Program; and/or (iii) terminate this entire Agreement in accordance with Section 12 of this Agreement, including without limitation the Customer's License under Section 5.

7. Customer Data.

7.1 Customer is solely and exclusively responsible and liable for the accuracy, completeness, reliability and resulting analysis and treatments arising out of the use of, all Customer Data, including without limitation all Customer Client Data, that Customer and its Customer Users upload, post, store, distribute, create Report of, or otherwise use in any way through or via the Opeeka Program or otherwise under this Agreement.

7.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, CUSTOMER AND EACH CUSTOMER USER HEREBY ACKNOWLEDGES AND AGREES THAT:

(A) OPEEKA HAS NOT MADE, AND DOES NOT MAKE DURING THE TERM OF THIS AGREEMENT, ANY GUARANTEES, REPRESENTATIONS, OR WARRANTIES WHATSOEVER REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY OF ANY OTHER USES OF THE CUSTOMER DATA, INCLUDING WITHOUT LIMITATION ANY CUSTOMER CLIENT DATA, THAT CUSTOMER OR CUSTOMER USERS MAY UPLOAD, POST, STORE, DISTRIBUTE, CREATE REPORTS FROM, OR USE IN ANY OTHER WAY AS PART OF THE OPEEKA PROGRAM OR ANY OF ITS SERVICES; AND

(B) OPEEKA IS NOT RESPONSIBLE FOR, AND SHALL NOT BE LIABLE IN ANY WAY UNDER ANY PRINCIPLES OF LAW OR EQUITY, FOR ANY EVALUATIONS, ANALYSIS, TREATMENTS, RECOMMENDATIONS, REPORTS, OR ANY OTHER USES OR IMPLEMENTATION THAT MAY ARISE OUT OF OR BE DERIVED FROM ANY USE BY CUSTOMER, CUSTOMER USERS OR ANY OTHER PARTY OF ANY OF THE CUSTOMER DATA, INCLUDING ANY OF THE CUSTOMER CLIENT DATA.

7.3 In addition to any other provision in this Agreement, Customer hereby agrees to indemnify, defend and otherwise hold Opeeka and its officers, directors, employees, agents, representatives, licensors, owners, and agents harmless for, from and against any and all damages, losses, liabilities, costs and expenses of any kind or nature (including costs and reasonable fees of attorneys and other professionals) arising from or related to any use anywhere of any Customer Data (including without limitation any Customer Client Data) by Customer or Customer Client, including without limitation any claim by a third party that any such Customer Data may infringe on the intellectual property rights of such third party. The provisions of Section 14 of this Agreement shall govern this indemnification.

7.4 The parties acknowledge that as between Customer and Opeeka, the Customer Data is owned by Customer. Customer hereby agrees that Opeeka has, and Customer hereby grants to Opeeka, a non-exclusive, worldwide, perpetual, assignable, sub-licensable, transferable, fully paid up right and license to use (in a de-identified format) any Customer Data or any other data used by Customer or any of its Customer Users in the Opeeka Program in the normal course of Opeeka's business for statistical purposes, societal trend analysis, or for any other type of commercial/business analysis.

8. Additional Customer Responsibilities.

Customer shall be solely responsible for: (i) procuring, at its expense, the necessary environment at the Customer's location(s) to use the Opeeka Program, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications Implementation Services ("**Systems**"); (ii) keeping its user names and passwords secret and confidential, and, for any communications or transactions that are made, using the same; (iii) changing its user names and passwords if it believes that the same has been stolen or might otherwise be misused; (iv) ensuring that each authorized user is aware of the material terms of this Agreement and any EULA (as defined in Section 6 above) and that no person who is not an authorized user be allowed access to the Opeeka Program; (v) maintaining recommended information security tools, technologies, fire walls, antivirus, malicious software removal and detection software, etc. and to implement and maintain appropriate administrative, physical and technical safeguards to data from unauthorized access, use or alteration; and (vi) complying with all other laws, rules and regulations related to the Customer's use of its Systems.

9. Reservation of Rights by Opeeka.

9.1 Subject only to the limited License granted to Customer pursuant to Section 2 above, all rights, title and interest (including without limitation all intellectual property rights) in and to the Opeeka Program, the Opeeka Documentation, along with all goodwill associated therewith, and all Confidential Information of Opeeka (hereinafter collectively referred to as the "**Opeeka IP Assets**") shall at all times remain the sole and exclusive property of Opeeka. Customer shall not in any manner represent that it has acquired any rights in the Opeeka IP Assets beyond or in addition to the limited License expressly granted by Opeeka to the Customer pursuant to Section 2 above.

9.2 Customer hereby further agrees that any and all use of the Opeeka IP Assets by Customer or the Customer User under this Agreement shall inure to the sole benefit of Opeeka. Customer shall not take any action anywhere in the world that is inconsistent

with Opeeka's exclusive rights to, and exclusive ownership of, the Opeeka IP Assets. Customer shall not seek to register any rights in any of the Opeeka IP Assets.

9.3 Without limiting the foregoing, Customer shall not register any rights in any Opeeka trademarks, trade names, corporate name, or domain name (collectively, an "**Opeeka Mark**"), either domestically or anywhere in the world or otherwise interfere with, oppose or challenge Opeeka's ownership in any such Opeeka Mark or attempt to register any such Opeeka Mark.

10. Confidentiality.

10.1 For purposes of this Agreement, the following additional terms shall have the following meaning:

(i) "**Confidential Information**" means: (i) any and all nonpublic or proprietary business, commercial and/or technical information of a Disclosing Party, whether in written or verbal form, relating to its business, products, customers, operations, financial status, technology and/or intellectual property; and (ii) all information marked or otherwise designated by a Disclosing Party as confidential or proprietary; provided, however, if any information is disclosed by a Disclosing Party in oral form, the Disclosing Party shall thereafter summarize it in writing and transmit it to the Receiving Party within thirty (30) days of the oral disclosure otherwise such information shall no longer be treated as "Confidential Information" after the expiration of such thirty (30) day period. Without limiting the generality of the foregoing, all of Opeeka's Technology (as defined herein) is and shall be treated as Opeeka's Confidential Information under this Agreement.

(ii) "**Disclosing Party**" means any party to this Agreement that discloses, or has disclosed on its behalf, Confidential Information to a Receiving Party.

(iii) "**Opeeka's Technology**" means the Opeeka Program, including without limitation its underlying software code, the Documentation, and any and all proprietary analyses, interfaces, algorithms, procedures, specifications, designs, databases, and other know-how that Opeeka uses to develop and perform its Services and its business,

(iv) "**Purpose**" means: (a) with regard to Opeeka, those actions necessary to perform its obligations under this Agreement, including without limitation carrying out and performing all of its Services contemplated herein; and (ii) with regard to Customer, those actions necessary to exercise its License under Section 5 only during the Term of this Agreement.

(v) "**Receiving Party**" means the party that receives Confidential Information of the Disclosing Party.

10.2 Obligations of Receiving Party.

10.2.1 **Use and Disclosure of Confidential Information.** Receiving Party will use Disclosing Party's Confidential Information solely to carry out that Disclosing Party's particular Purpose (as defined herein), but for no other use whatsoever. Without in any way limiting the foregoing or any other provisions in this Agreement that may limit Receiving Party's use of Disclosing Party's Confidential Information, Receiving Party agrees that other than to perform such Purpose, the Receiving Party agrees that (i) it will not disclose, give access to, or otherwise distribute any of Disclosing Party's Confidential Information to any third party (other than as permitted by Section 10.2.2 herein); and (ii) it will not copy or otherwise reproduce any of Disclosing Party's Confidential Information. Receiving Party will take reasonable security precautions (at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to keep Disclosing Party's Confidential Information confidential.

10.2.2 Use by Others; "Need-to-Know" Basis; Marking and Segregation of Confidential Information

(i) Receiving Party will restrict the possession, knowledge and use of any Confidential Information of Disclosing Party to those of Receiving Party's directors, officers, employees, contractors, and outside counsel who have a need to know the specific Confidential Information in connection with the Purpose ("**Authorized Representatives**"); provided, however, with regard to Customer, Authorized Representatives will only include the Customer Users and those personnel of Customer who are engaged in uploading or using the Customer Data, assist with the technical support of the Opeeka Program on the Customer's Technology Environment or otherwise communicate with Opeeka about the performance of the Opeeka Program. Receiving Party will ensure that it has appropriate agreements with such Authorized Representatives sufficient to restrict such Authorized Representatives' use, disclosure, and distribution of the Confidential Information consistent with Receiving Party's obligations under this Agreement. Receiving Party will take reasonable steps to ensure that its Authorized Representatives comply with this Agreement and their respective nondisclosure agreements.

(ii) With respect to Confidential Information received from Opeeka, Customer will (i) mark such Confidential Information as "Confidential Information" and (ii) segregate such Confidential Information from the confidential information and materials of others (including Customer's own Confidential Information) in order to prevent commingling

10.2.3 **Notification of Unauthorized Use.** Receiving Party will notify Disclosing Party upon (i) discovery of any unauthorized use or disclosure of any Confidential Information; or (ii) any breach of this Agreement by Receiving Party, and Receiving Party will

cooperate with Disclosing Party in every reasonable way, at Receiving Party's expense to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

10.2.4 **Return of Materials.** At Disclosing Party's request, at any time and from time to time, Receiving Party will (i) promptly return all originals, copies, reproductions and summaries of Disclosing Party's Confidential Information; or (ii) at Disclosing Party's option and request, destroy the same and provide written certification by an officer of destruction to Disclosing Party.

10.3. **Exclusions from Confidential Information.** Confidential Information does not include information that the Receiving Party can document to the Disclosing Party's commercially reasonable satisfaction: (i) was generally known to the public at the time disclosed by Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (iii) was in Receiving Party's possession, free of any obligation of confidentiality at the time of disclosure to Receiving Party by Disclosing Party; (iv) was rightfully received by Receiving Party from a third party, free of any obligation of confidentiality after disclosure by Disclosing Party to Receiving Party; or (v) was independently developed by Receiving Party without reference to, or use of, Confidential Information disclosed by Disclosing Party or by otherwise breaching any provision of this Agreement.

10.4 **Judicial Orders.** Receiving Party may reasonably disclose Confidential Information only as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law; provided, however, Receiving Party must (i) give Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy (except to the extent Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement); (ii) disclose only such portion of information as is required by the governmental entity or otherwise required by law, and protect the remainder of the Confidential Information; and (iii) at Disclosing Party's request and expense, use commercially reasonable efforts to obtain confidential treatment (e.g., by protective order or equivalent) for any Confidential Information so disclosed.

10.5. **Period for Duty Confidentiality.** Receiving Party's obligations of confidentiality and restricted use pursuant to this Section 10 shall expire seven (7) years after the date of Disclosing Party's disclosure of such Confidential Information to Receiving Party.

11. **Data Privacy and Security Measures; Business Associate Agreement.**

11.1. **Data Privacy and Security Measures.** Each party agrees to comply with all applicable laws concerning data security and privacy of employee and client financial, health, and personally identifiable information, including without limitation applicable laws regulating how an organization manages, protects and distributes confidential information and laws restricting the collection, use, disclosure, processing and free movement of personal information (collectively, the "Privacy Regulations") including, to the extent applicable, the California Consumer Privacy Act of 2018 and the regulations promulgated thereunder, the Federal "Privacy of Consumer Financial Information" Regulation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the California Confidentiality of Medical Information Act, Fair Credit Reporting Act, California Financial Information Privacy Act, Driver's Privacy Protection Act of 1994, and the Gramm-Leach-Bliley Act of 1999.

11.2. **Business Associate Agreement.** Customer and Opeeka shall comply with the terms of the Business Associate Agreement, attached hereto as **Schedule IV** attached hereto and by this reference incorporated herein.

12. **Term and Termination.**

12.1 **Term.** This Agreement shall commence as of the Effective Date and shall continue until the earlier to occur of the following: (i) any termination of this Agreement under Section 11.2 below; or (ii) the Customer no longer pays all of the Fees required by this Agreement, including without limitation no longer paying the fees for Ongoing Support and Maintenance as contemplated by Section 3 herein (hereinafter the "**Term**" or the "**Term of this Agreement**").

12.2 **Termination.** In addition to any other right of termination set forth in this Agreement, this Agreement may be terminated by Opeeka:

(i) Notwithstanding anything to the contrary, Opeeka may terminate this Agreement and/or any applicable Statement of Work if the Customer is delinquent in making payments of any Fees or any other amounts due thereunder for a period of thirty (30) days after the payment is due.

(ii) if either Opeeka, the Customer, or any one of its Customer Users violates or breaches this Agreement (or any applicable EULA in the case of the Customer User) (the "**Defaulting Party**"), after the non-defaulting party has given forth-five (45) days' notice of the violation or breach by the Defaulting Party and the Defaulting Party has not cured such violation or breach by the expiration of such forth-five (45) day period; provided, however, this clause shall not amend or shorten any right to cure of Opeeka pursuant to the Acceptance process set forth and pursuant to Section 2.3 of this Agreement.

(iii) effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (c) makes or seeks to make a general assignment for the benefit of its creditors, or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Effect of Termination. Upon any type of termination, expiration or cancellation of this Agreement, all rights granted to Customer (and its Customer Users) hereunder, including without limitation the License, shall immediately and automatically cease. Without limiting the foregoing in any way, upon the effective date of such termination, expiration or cancellation: (ii) Customer and all of its Customer Users shall cease using the Opeeka Program, Opeeka Documentation and any other Opeeka IP Assets (as defined in Section 8 above); (ii) Customer shall cease identifying itself as a licensee or authorized user of the Opeeka Program or any Opeeka Documentation; (iii) Customer shall return to Opeeka or destroy (and certify the destruction thereof in writing), at Opeeka's option, all copies of all of the Opeeka IP Assets.

12.4 Survival. All provisions of this Agreement that by their terms, nature or context are intended by the parties to survive the termination, expiration or cancellation of this Agreement shall do so.

13. Representations and Warranties; Disclaimers; Limitation of Liability.

13.1 Customer's Representations and Warranties. Customer hereby represents and warrants that:

- (i) Customer has the legal authority to enter into this Agreement; and
- (ii) its signing representative has the Customer's authority to execute this Agreement; .

13.2 Opeeka's Representations and Warranties. Opeeka hereby represents and warrants to Customer only that:

- (i) Opeeka has the legal authority to enter into this Agreement;
- (ii) Opeeka has the rights needed to grant the Customer the rights to use the Opeeka Program and Opeeka Documentation as set forth in this Agreement; and
- (iii) its signing representative has Opeeka's authority to execute this Agreement

13.3 Disclaimers.

13.3.1 EXCEPT AS EXPLICITLY STATED IN SECTION 13.2 OF THIS AGREEMENT, OR AS SET FORTH IN A SPECIFIC SERVICE LEVEL COMMITMENT EXPLICITLY MADE BY OPEEKA PURSUANT TO THE STATEMENT OF WORK, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT, , THE OPEEKA PROGRAM (INCLUDING WITHOUT LIMITATION ANY REPORTS CREATED BY USING THE SAME), THE OPEEKA DOCUMENTATION AND ALL SERVICES (AS SUCH TERMS ARE DEFINED HEREIN) ARE PROVIDED TO CUSTOMER (AND ITS CUSTOMER USERS) ON AN "AS IS" BASIS AND OPEEKA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, THE OPEEKA PROGRAM (INCLUDING WITHOUT LIMITATION ANY REPORTS CREATED BY USING THE SAME), THE OPEEKA DOCUMENTATION, OR ANY SERVICES WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WORKMANLIKE SERVICES, LACK OF VIRUSES, LACK OF NEGLIGENCE, OR ANY OTHER REPRESENTATIONS OR WARRANTIES THAT MIGHT ARISE FROM ANY TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

13.3.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OPEEKA DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE OPEEKA PROGRAM, ANY OPEEKA DOCUMENTATION OR ANY SERVICES: (A) WILL BE SECURE, TIMELY, OR UNINTERRUPTED OR WILL OPERATE IN COMBINATION WITH ANY PARTICULAR HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) WILL BE ERROR FREE OR THAT ANY DEFECTS WILL BE CORRECTED, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13.3.3 OPEEKA DOES NOT OFFER NOR DOES IT PROVIDE ANY MEDICAL SERVICES OR ANY OTHER HEALTH CARE ADVICE OR SERVICES OF ANY KIND WHATSOEVER. ANY CONTENT PROVIDED BY OPEEKA VIA ITS OPEEKA PROGRAM IS FOR INFORMATIONAL PURPOSES ONLY AND CUSTOMER AND ALL CUSTOMER USERS SHOULD CONSULT WITH A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER REGARDING ALL QUESTIONS OR CONCERNS REGARDING ANY MEDICAL CONDITION, DIAGNOSIS, OR TREATMENTS.

13.4 Limitation of Liability. IN NO EVENT SHALL OPEEKA BE LIABLE TO CUSTOMER OR ANY CUSTOMER USERS, OR ANY OTHER PARTY, UNDER THIS AGREEMENT (OR ANY EULA IF APPLICABLE) A FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OR INACCURACY OF DATA, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF OPEEKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE PARTIES AGREE THAT OPEEKA'S TOTAL AGGREGATE

LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION UNDER SECTION 13.2, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED IN THE PRIOR TWELVE MONTH PERIOD BY OPEEKA FROM CUSTOMER UNDER THIS AGREEMENT.

14. Indemnification.

14.1 Indemnification. This In addition to Section 7 herein, and upon a request by Opeeka, Customer hereby agrees to defend, indemnify, and hold Opeeka, its parent or subsidiary entities (if any), and their officers, directors, employees and agents harmless from all liabilities, claims, and expenses, including attorney's fees, that arise out of, or is related to, the Customer or its Customer User's use or misuse of the Opeeka Program, any Opeeka Documentation or any of the other Services provided by Opeeka, violation or other breach of this Agreement (or EULA, if any, by any Customer User), or the infringement by Customer or Customer User of any intellectual property or other right of any person or entity arising out of the uploading or use of any Customer Data.

14.2 Indemnification Procedures. Opeeka shall provide Customer with reasonable notice of any indemnification claims and Customer shall have the right to control and direct the investigation and defense thereof, and shall employ counsel that is reasonably acceptable to Opeeka to handle and defend the claim at Customer's sole cost and expense. Opeeka shall reasonably cooperate with Customer in connection with the foregoing. Opeeka may, at its sole option, participate in the claim or action with its own separate legal counsel, in which event the cost of Opeeka's separate legal counsel being borne by Opeeka. Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. however, neither Customer nor any attorney engaged by Customer shall defend the claim in the name of the Opeeka, nor purport to act as legal representative of the, without the approval of the Opeeka, nor shall Customer settle any claim on behalf of the Opeeka without the approval of the Opeeka. Opeeka reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will cooperate with Opeeka in that action. The obligations of Customer assumed in this Section shall survive termination of this Agreement.

15. General Provisions.

15.1 Complete Agreement. This Agreement, including all of its exhibits, constitutes the complete agreement between Opeeka and Customer on the matters it discusses. Unless specifically stated to the contrary herein, this Agreement replaces all earlier agreements, written or oral, on the subject matter set forth herein.

15.2 Amendments. This Agreement may not be amended except by a writing duly signed by authorized representatives of each of the parties.

15.3 Severability; Interpretation. Any term or provision of this Agreement held to be illegal or unenforceable shall be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect. This Agreement has been negotiated at arm's length, and the parties have participated fully in the review and revision of this Agreement. Accordingly, any rule of law (including without limitation California Civil Code Section 1654 or any other similar applicable federal or state law or statute) or legal decision that would require interpretation of any ambiguities to be resolved against the drafting party shall not apply in interpreting this Agreement, and is hereby waived.

15.4 Assignment. This Agreement is personal to Customer and, as such, Customer may not assign, sublicense, pledge, or otherwise transfer this Agreement, or any right or obligation under this Agreement without the prior written consent of Opeeka. Any purported assignment by Customer in violation of this Section shall be void. Nothing in this Agreement shall restrict or limit Opeeka's right to assign or transfer this Agreement in any manner whatsoever.

15.5 Binding on Successors. This Agreement shall continue to bind the successors and permitted assigns of the parties.

15.6 Governing Law; Choice of Forum. This Agreement shall be governed by the laws of the state of California, USA, excluding its provisions on conflicts of laws. Customer and Opeeka irrevocably agree and consent to exclusive venue in the federal and state courts in the state of California and the County of Sacramento, for any claim or dispute arising out of or in relation to this Agreement.

15.7 Specific Enforcement. Customer hereby acknowledges that its violation of the provisions of this Agreement may cause immediate serious injury and irreparable harm to Opeeka and its business that could not be reasonably or adequately compensated in damages in an action at law. Therefore, in addition to other remedies provided in this Agreement or by law, Opeeka shall have the right to seek and obtain specific performance of this Agreement or to injunctive or other equitable relief to prevent or curtail any breach of this Agreement, whether actual or anticipated, without the need to give any notice thereof.

15.8 **Force Majeure.** Opeeka will not be liable for failure or delay in performance under this Agreement, including without limitation providing any of the Services, when such failure or delay is due, in any part, to flood, storm, drought or other natural disaster; war, mobilization, insurrection, rebellion, civil commotion, riot, act of an extremist or public enemy or sabotage; labor dispute, lockout or strike; explosion, fire or accident; power failure, inability to obtain suitable and sufficient energy, labor or material; delay of carriers; embargo, any existing or future law, ordinance, rule or regulation, whether valid or invalid, of the federal or of any state or foreign government affecting the conduct of business, including priority, requisition, allocation or price control; or due to any other cause beyond Opeeka's reasonable control.

15.9 **Independent Contractor.** The relationship established between Opeeka and Customer under this Agreement is that of vendor and vendee and nothing contained herein shall be deemed to establish or otherwise create a relationship of principal and agent. It is understood that Opeeka is an independent contractor and that neither party shall be deemed an agent of the other party for any purpose whatsoever. Neither party, nor any of its agents or employees, shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of the other party.

15.10 **Notices.** Notice to a party will be given in writing to the fax number or email address provided for that party on the signature page of this Agreement. Should the party providing notice be unable to provide notice by email or fax or it does not receive confirmation (either by fax or email) showing receipt of the notice by the other party, notice shall be given in writing by international courier service to the address listed on the signature page of this Agreement. Notice given by fax is deemed effective on the date evidenced by the fax confirmation. Notice given by email is deemed effective on the date it is sent by email by the sender. Notice given by international courier service is deemed effective on the date the official courier records show that the notice was accepted, refused, or returned undeliverable. A party may change its fax number, email, or address for notice by giving notice of that change by the means prescribed by this Section 14.8. Notice to Opeeka shall be addressed to the attention of its President or COO.

15.11 **Counterparts.** This Agreement may be signed in separate identical counterparts, which shall together constitute one original and complete agreement. A true faxed copy or a scanned portable document format (PDF) file of this executed Agreement shall serve as an original.

15.12 **Attorneys' Fees** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement as of the Effective Date:

Opeeka, Inc.

A Delaware corporation

By _____
 Name _____
 Title _____
 Address _____

 Email _____
 Fax Number _____

[_____]
 a [_____]

By _____
 Name _____
 Title _____
 Address _____

 Email _____
 Fax Number _____

Attachment E
SCHEDULE I
TO
MASTER SERVICES AND ACCESS AGREEMENT

PART 1 -- BASE OR STANDARD FEES

The following are the base or standard fees that the Customer must pay Opeeka during the Term of this Agreement:

1. Setup Fees. Customer shall pay a total of \$ [REDACTED] to Opeeka (the "Setup Fees"). This amount is payable on or before the Effective Date.
2. License Fees. Customer shall prepay \$ [REDACTED] to Opeeka on or before the Effective Date and thereafter, within thirty (30) days of receipt of invoice for each year, an amount equal to the prior years' estimated number of clients after reconciliation multiplied by the then-applicable License Fee, as set forth in the chart below in this Part 1 of this Schedule I. As of the Effective Date of the Agreement, the estimated number of clients served annually by the Customer is [REDACTED]. Upon each anniversary of the Effective Date, the License Fees shall not increase by more than 5%.
3. Reconciliation Fees. Upon each yearly anniversary of the Effective Date, Opeeka shall provide a report of actual clients served by Customer. The Customer will be charged for additional clients served above the estimated number at the License Fee per each additional client served. The subsequent year's estimated number of clients shall also be increased to match the prior year's actual clients.
4. Transaction-based Fees. Beyond the Setup Fees and License Fees and at the Customer's request, Opeeka can deliver certain services on a transaction basis, at the "Custom Fees" as set forth in Part 2 of this Schedule I attached hereto. These services will be provided at an hourly rate, plus any related reasonable travel or business expenses incurred.
5. Past Due Fees. Any overdue amount shall bear interest at a rate of two percent (2%) per month. Costs of conversion, outside collection (including reasonable attorneys' fees) and related bank charges shall be paid by Customer.

Standard Fees:	<i>Amount</i>
Setup Fees	One-time up front as XX% of Annual License Fees
License Fees (Includes Standard Maintenance & Support)	\$XX/Client/Year* (A Client is someone who is assessed with a questionnaire in the P-CIS system.)
Reconciliation Fees	Determined upon each anniversary of the Effective Date

Attachment E
SCHEDULE I
TO
MASTER SERVICES AND ACCESS AGREEMENT

PART 2 – ADDITIONAL FEATURES FEES

The following are the Additional Feature Fees if the Customer seeks, and Opeeka agrees to provide, the additional features below:

Custom Fees:	<i>Amount</i>
a) Custom Integration Services	\$XX per hour*
b) Supplemental Training	\$XX per hour*
c) Custom Analytics	\$XX per hour*
d) Custom Dashboard License	\$XX/dashboard*

*Subject to adjustment annually

SCHEDULE II
TO
MASTER SERVICES AND ACCESS AGREEMENT

STATEMENT OF WORK ASSOCIATED WITH SET-UP FEES

1. P-CIS Core Functionality
 - a. Collecting assessments quickly and easily
 - b. Sending reminders of when upcoming assessments are due
 - c. Performing Care Compare to identify what has worked and plan resources for incoming people
 - d. Transforming assessment data into Story Maps and meaningful information for treatment planning
 - e. Notifying staff and supervisors of safety risks when assessments indicate increasing needs for danger to self or others
 - f. Tracking individual progress over time
 - g. Communicating progress to people/families and care teams
 - h. Identifying people who are thriving, striving and sliding in the program
 - i. Prioritizing individual drivers of success
 - j. Uncovering groups of individuals who could use additional supports in the program and identifying which supports most likely would improve their success
 - k. Identifying program strengths and needs
 - l. Evidence program performance
 - m. Identifying staff strengths and training needs
 - n. Identifying leadership opportunities for staff aiming to improve self-efficacy and retention
 - o. Producing a broad retrospective look at how well the system is performing
2. Custom Add-Ons
 - a. No add-ons identified
3. Questionnaires
 - a. Calibrate Up to 10 Questionnaires. As part of Services, Opeeka shall calibrate P-CIS to collect each kind of compatible assessment type (hereinafter "Questionnaire") provided by Customer, up to 10 questionnaires. Customer shall be responsible for establishing all licenses, copyright and agreements for use of all non-public questionnaires from authors or owners. For each questionnaire, Customer shall provide the User Manual and Data Collection Sheet and a copy of all rights of use as applicable. Opeeka shall utilize these materials to calibrate P-CIS with the ability to collect data for the Questionnaire.
4. Training & Onboarding
 - a. Provide Live Training. As part of Services, Opeeka shall provide up to 5 live trainings per year (up to 10 hours) via an online webinar. Opeeka shall introduce Customer to existing training resources, including documentation, slides, instructional videos and customer support.
5. Insight Reports
 - a. Calibrate Standard Insight Dashboards. As part of Services, Opeeka shall calibrate customer's questionnaire assessment responses to be analyzed by the three standard insight reports: Waterfall of Items Presented (WIP), the Patterns and Priorities of Success (PPS) and Care Compare.
6. Data Extracts
 - a. Calibrate Standard Data Extracts. As part of Services, Opeeka shall calibrate Customer's questionnaire assessment responses in one standard format defined by Opeeka for download from the P-CIS system as CSV files.

SCHEDULE III
TO
MASTER SERVICES AND ACCESS AGREEMENT

ONGOING SUPPORT AND MAINTENANCE

This Schedule III sets forth the terms and conditions that govern Opeeka's provision of Ongoing Support and Maintenance for the Opeeka Program pursuant to Section 3 of the Agreement.

1. Opeeka agrees to provide all assistance reasonably necessary to ensure that the Opeeka Program continues to perform in accordance with the Documentation and terms of the Agreement (and applicable Schedules), which shall include Updates (as defined below). Opeeka shall (among other things) provide corrections to the Opeeka Program to cure any non-conformance of the Opeeka Program with its current published Documentation.
2. Maintenance and Support includes the provision for Updates. "Updates" means the provision of any and all enhancements, releases, versions, updates, upgrades, service-packs, patches, or hot-fixes for the Opeeka Program that are generally made available to Opeeka's customers. However, Updates does not include new product modules that are considered add-on components to Opeeka Program, as determined by Opeeka, in its sole discretion. Opeeka will provide Maintenance and Support for product releases on an announced basis with 30-day notice to all Customers. Opeeka represents to the Customer that it has fully tested its updates for conformity with Documentation prior to such updates being provided to the Customer.
3. During the applicable Maintenance and Support term, Customer's authorized contacts may notify Opeeka of an error, defect, or malfunction in the Opeeka Program.
4. Customer will designate two (2)-authorized contacts per ordering location (changeable upon forty-eight (48) hours prior written notice).
5. Maintenance and Support does not include support for any non-Opeeka software, custom configurations, product modification, or any work product provided under any information technology consulting services agreement. Opeeka's obligation to provide Maintenance and Support and meet the target resolution times is subject to Customer providing: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to an authorized contact who will provide Opeeka with all reasonable assistance in resolving the problem. Any delay occasioned by Customer's failure to provide the foregoing shall extend the time periods set forth above accordingly.

Attachment E
SCHEDULE IV

BUSINESS ASSOCIATE AGREEMENT

SEE ATTACHED FORM.