MASTER SOLUTION AGREEMENT
Software License

YOU AGREE THAT BY PLACING AN ORDER THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS MASTER SOLUTION AGREEMENT (THE "ORDERING DOCUMENT") YOU WILL FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THE ORDERING DOCUMENT AND THIS MASTER SOLUTION AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR ENTITY DO NOT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THE ORDERING DOCUMENT AND THIS MASTER SOLUTION AGREEMENT, YOU SHALL NOT PLACE AN ORDER OR USE PRODUCTS OR SERVICES OFFERINGS.

GENERAL TERMS AND CONDITIONS

This Master Solution Agreement is between O&P Digital Technologies LLC, a Florida limited liability company ("OPIE" or "Company") and individual or entity (hereinafter referred to collectively as "Customer") that has executed the order that incorporates these General Terms and Conditions by reference ("Ordering Document"). In placing an order that is subject to these General Terms and Conditions, you agree that Exhibits (as defined below) that are attached to these General Terms and Conditions are incorporated into these General Terms and Conditions. If a term is relevant only to a specific Exhibit, that term applies only to that Exhibit when that Exhibit is incorporated into these General Terms and Conditions. Collectively, OPIE and Customer may be referred to as the "Parties" or in the singular as "Party." This Master Solution Agreement, along with any subsequent amendments or Ordering Documents, is referred to as the "Agreement."

1.   Definitions. Capitalized terms shall be defined as set forth below, or elsewhere in this Agreement.

(a)   "Customer Materials" means any data or materials, not provided by OPIE or its suppliers, that are used in connection with the Software or Service Deliverables, such as technical information and functional specifications, user data, logos, photographs, compilations of facts, artwork, animations, video or audio files, or source materials for any of the foregoing.

(b)   "Embedded Technology" means any templates, forms, navigation controls, software code objects, components or other elements of the Software that are embedded in Customer Materials.

(c)   "Initial License Configuration" means Customer's License Configuration as of the Effective Date and set forth on initial Ordering Document of this Agreement.

(d)   "License Configuration" means the particular components and optional modules of the Software licensed hereunder and the number of Named Users licensed to access or use of each such component or module of the Software pursuant to this Agreement.

(e)   "Named User" is defined as clinical or administrative staff persons employed by the Customer who access the features of the software by having a practitioner and/or clerical user account. The number of users is set or agreed to in the executed Ordering Document.

(f)   "Service Deliverables" means the items to be delivered to Customer in connection with services OPIE performs pursuant to Exhibit A, such as consulting reports, on-site training, Software integration work or Software modifications, but does not include the Software licensed hereunder.

(g)   "Software" means those components of proprietary OPIE software licensed by Customer hereunder as set forth in the License Configuration, including Maintenance Releases or New Version Releases, provided pursuant to Exhibit C or separately purchased by Customer.

(h)   "Licensed Programs" means the OPIE Practice Management Suite, which includes, but may not be limited to, clinical, administrative, billing, and collections.

2.   Delivery of Software.

OPIE will electronically ship Customer the Software that Customer licenses under this Agreement. The Software will be accepted by Customer upon OPIE's electronic shipment of the Software. Customer's acceptance of delivery under this Section 2 will not affect the warranty described in Section 7.

3.   Software Licenses.

(a)   License Grant. OPIE hereby grants to Customer, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-assignable right and license, without right of sublicense, to (i) install the Software and Service Deliverables in machine-readable object code format on a server owned or leased by Customer or by a third party hosting service (or by OPIE if OPIE is hosting the Software and Service Deliverable) and maintained for access solely by Customer, (ii) permit the

Software to be accessed or used as provided herein by no more than the number of Named Users permitted by Ordering Document and any subsequent License Configuration. Customer may make a reasonable number of copies of the Software solely for archival and back up purposes.

In addition to the users defined in this Agreement and the Ordering Document, OPIE also grants licenses to technical users to use the Software under the "Technician" user account type. The number of licenses granted for technical users will not exceed one-half (1/2) the total number of Named Users as defined in this Agreement and the Ordering Document. In total, the Customer is authorized to install the Software on a number of microcomputers owned, rented or leased by the Customer equal to no more than two (2) times the number of users defined in this Agreement and the Ordering Document. For purposes of this Agreement, the term "installed" is defined as copying the Software in machine-readable form on one (1) microcomputer.

Customer warrants that it is authorized to bind, and by virtue of its execution hereof, binds Named Users to the terms and conditions of this Agreement as if the Named Users were the Customer. Named Users hereby assume all of Customer's obligations under this Agreement. Customer shall indemnify, defend, and hold harmless OPIE and its respective officers, directors, employees, agents, successors, and permitted assigns from and against any damages sustained by OPIE due to the breach of the foregoing warranty by Customer. Customer shall require that all Named Users will assume and abide by all of Customer's obligations under this Agreement. Customer shall be jointly and severally liable for any damages sustained by OPIE due to Customer's breach of the foregoing warranty and requirement.

(b)   Management of Named Users.   Each individual permitted to access or use a component of the Software must be assigned a user login account with a unique user identification and will be considered a Named User of that component for purposes of the License Configuration. Customer may not permit more than one (1) person to access or use a single login account or unique user identification and password to access or use the Software or otherwise share login accounts, user identifications or passwords. If Customer deactivates Named Users, Customer may maintain records in the database for such individuals, but Customer may not maintain login accounts for such individuals or otherwise permit them to access or use the Software. Customer may not deactivate a Named User's access to or use of the Software and assign such access or use of another individual, except that the access or use by a Named User:

(i) who is no longer employed or engaged by Customer, (ii) who has been transferred to a division that does not access or use the Software or (iii) that has terminated the relationship with Customer, whether voluntarily or involuntarily, with Customer, may be deactivated by Customer and reassigned to another individual, who then shall be a Named User. In no event shall the total number of individuals that Customer allows to access or use the Software exceed the number of Named Users licensed hereunder.

(c)   IBM Compatible. OPIE shall in no event be liable for any Software malfunction which may occur if the Software is run upon any equipment other than computers which are "IBM Compatible". For the purpose of this Agreement "IBM Compatible" shall mean any computer which will operate the software, which is the subject matter of this Agreement without requiring any modification or addition to the software.

(d)   License Configuration. Customer shall upgrade to a larger number of licensed Named Users if the number of individual persons who will access or use the Software exceeds the number of Named Users permitted by Customer's then current License Configuration. Customer may elect to license additional Software components, optional modules or languages, additional transactions, or add Named Users as agreed to by OPIE in a written amendment signed by both Parties.

(e)   Restrictions on Use. Customer may not: (i) use, copy, modify, translate, merge or create derivative works of the Software, Service Deliverables, documentation or training materials except as expressly provided in this Agreement; (ii) disable or circumvent any licensing control feature in the Software or Service Deliverables; (iii) reverse-engineer, disassemble, or decompile the Software or Service Deliverables or otherwise attempt to access or determine its underlying source code, underlying ideas, underlying user interface techniques or algorithms, or permit any such actions; (iv) distribute, lend, sublicense, rent or lease all or any portion of the Software or Service Deliverables or use the Software or Service Deliverables on a service bureau or time-share basis or as an application service provider; (v) provide access to or enable use of the Software or Service Deliverables by any individual other than a Named User, (vi) disclose the results of any benchmarking of the Software or Service Deliverables (whether or not obtained with OPIE's assistance) to third parties; (vii) use the Software or Service Deliverables to develop or enhance any product that competes, directly or indirectly, with the Software or Service Deliverables; (viii) remove the copyright, trademark, or any other proprietary rights or notices included within the Software or Service

Deliverables and in the documentation and training materials; and/or (ix) use the Software or Service Deliverables in a manner that would violate any law applicable to Customer.

The license granted under this Agreement does not authorize the Customer to utilize the Software in connection with any microcomputer which is not owned, rented, or leased by the Customer, except as otherwise necessary to access Software that is Internet-based, or to utilize any Software for the direct or indirect use or benefit of any person or entity other than the Customer.

Any Licensed Programs which are provided by OPIE, may be copied, in whole or in part, in printed or machine-readable form, for use only by the Customer with its microcomputer for archive or emergency restart purposes, or to replace a worn copy. The original and any copies of the Software, in whole or in part, which are made hereunder, shall be and remain the property of OPIE and shall be subject to the terms of this Agreement.

The Customer shall keep such copies and the original at the Customer locations designated in the Ordering Document, except that the Customer may transport or transmit a copy or the original of a Software to another location for backup use when required by a microcomputer malfunction; provided that, the copied original is destroyed or returned to the designated location when the malfunction is corrected. The Customer may not modify any Software for any purpose.

4.   Maintenance and Other Services.

(a)   Professional Services. OPIE will provide Customer with professional services such as consulting, Software modifications or systems integration in accordance with the additional terms and conditions in Exhibit A and the applicable Statement of Work.

(b)   Customer Maintenance. During each Maintenance Term, OPIE will provide customer maintenance services for the Software in accordance with the additional terms and conditions in Exhibit B.

(c)   Additional Services. Terms and conditions related to any optional additional services such as Software hosting will be set forth in additional exhibits, and Amendments, to this Agreement as applicable.

5.   Payment Terms.

Unless set forth elsewhere in this Agreement or in the relevant Ordering Document, all payments are due and payable net thirty (30) days from receipt of an accurate invoice. The license fees for the Initial License Configuration are due and payable net thirty (30) days from date of invoice unless stated otherwise on Ordering Document. All licenses granted herein are subject to timely payment of license fees. Payment terms in this Agreement are subject to credit approval in OPIE's reasonable discretion and may be changed based on Customer's financial position or payment history. Customer agrees to pay a finance charge equal to the lesser of 1.5% per month or the maximum amount permitted by law on all past due amounts. All prices and payments in this Agreement are exclusive of all taxes, and Customer agrees to pay all national, state, and local sales, use, value-added, withholding and other taxes, customs duties and similar tariffs and fees based on the Software, and other services provided hereunder, other than taxes imposed on OPIE's net income. Furthermore, OPIE shall, at its discretion, have the right to offset any amounts due to Customer by amounts owed by Customer to OPIE.

6.   Ownership and Copyright.

(a)   Software and Service Deliverables. All right, title and interest (including all intellectual property rights) in and to the Software, Service Deliverables, documentation and training materials OPIE provides are owned by OPIE or its suppliers and are protected by intellectual property laws, including copyright, patent, trademark, and/or trade secret laws. Any rights not expressly granted herein are reserved to OPIE.

(b)   Customer Materials. Subject to Section 6(a), all rights, title, and interest (including all intellectual property rights) in and to the Customer Materials, excluding the Embedded Technology incorporated therein, are owned by Customer or Customer's suppliers, and are protected by United States copyright laws and international treaty provisions. Customer hereby grants to OPIE a non-exclusive, worldwide license to use, aggregate, reproduce and transfer Customer Data in connection with Customer's use of OPIE Products and OPIE's provision of OPIE Products to Customer.

7.   Warranty.

(a)   Representations and Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that Customer has not falsely identified itself nor provided any false information to gain access to the Service and that Customer's billing information is correct.

(b)   Limited Warranty on Initial License Configuration. For a period of ninety (90) days following

the Effective Date ("Software Warranty Period"), OPIE warrants that the Initial License Configuration, as provided by OPIE during the Software Warranty Period, will in all material respects conform to and perform in accordance with OPIE's published documentation that comes with the Initial License Configuration. Customer must report any breach of the foregoing warranty to OPIE in writing pursuant to Section 12(f) of this Agreement within the Software Warranty Period. Customer's exclusive remedy for a breach of this warranty is the correction of any material reproducible nonconformity in the Software licensed under the Initial License Configuration so that it conforms to this warranty. If OPIE determines that OPIE is unable to correct the Software licensed under the Initial License Configuration after using commercially reasonable efforts to do so, then OPIE's sole and exclusive obligation shall be to refund the fees actually paid for such Software licensed under the Initial License Configuration provided that Customer discontinue all use of the Software licensed under the Initial License Configuration and certify that Customer has done such and has destroyed all copies in Customer's control.

(c) Limited Warranty on Service Deliverables. For a period of ninety (90) days following the delivery of a Service Deliverable ("Service Deliverable Warranty Period"), OPIE warrants that the Service Deliverable, as provided by OPIE during the Service Deliverable Warranty Period, will in all material respects conform to and perform in accordance with the mutually-agreed specifications, Customer must report any breach of the foregoing warranty to OPIE in writing pursuant to Section 12(f) of this Agreement within the Service Deliverable Warranty Period. Customer's exclusive remedy for a breach of this warranty is the correction of any material reproducible nonconformity in the Service Deliverable so that it conforms to this warranty. If OPIE determines that OPIE is unable to correct the Service Deliverable after using commercially reasonable efforts to do so, then OPIE's sole and exclusive obligation shall be to refund the fees actually paid for such Service Deliverable provided that Customer discontinue all use of the Service Deliverable and certify that Customer has done such and has destroyed all copies in Customer's control.

(d) Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 7(a)-7(c), OF THIS AGREEMENT, THE SOFTWARE, (INCLUDING INITIAL LICENSE CONFIGURATION), PROFESSIONAL SERVICES, TRAINING SERVICES, SERVICE DELIVERABLES, MAINTENANCE SERVICES, AND HOSTING SERVICES ARE PROVIDED "AS IS" AND OPIE EXPRESSLY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS (INCLUDING THOSE BY OUR SUPPLIERS), INCLUDING ANY WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AS WELL AS ANY WARRANTIES THAT THE SOFTWARE (INCLUDING INITIAL LICENSE CONFIGURATION), PROFESSIONAL SERVICES, TRAINING SERVICES, SERVICE DELIVERABLES, MAINTENANCE SERVICES, AND HOSTING SERVICES WILL BE FREE OF INTERRUPTIONS OR ERRORS. OPIE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OPIE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

8.   Indemnification.

(a) Claims Related to Software or Service Deliverables. Provided that Customer complies with the procedures set forth in Section 8(e) and subject to Section 8(b), OPIE will, at its expense and under its control (including selection of counsel), defend and/or settle any claim, suit or proceeding brought by a third party against Customer or Customer's officers, directors, employees, agents and affiliates alleging that the Software, or any Service Deliverable, as provided by OPIE, infringes any copyright, trademark, trade secret or U.S. patent issued as of the Effective Date ("Claim"). In addition, OPIE will pay any judgment awarded against Customer for such Claim or any settlement amount agreed to by OPIE and, subject to Section 8(e), any authorized and documented expenses incurred by Customer.

(b) Exclusions. OPIE will have no obligation under Section 8(a) with respect to any Claim arising out of or based upon (i) Customer's modification of the Software, or Service Deliverables or its combination or use with programs not supplied by OPIE or its use in a manner not permitted by this Agreement, where such modification, combination or use gives rise to such Claim; (ii) use of the Software, or Service Deliverables that is not in accordance with the terms of this Agreement; (iii) Customer's use, reproduction or distribution of other than the most recent version of the Software, or Service Deliverables provided by OPIE or available to Customer where such infringement would have been avoided by Customer's use, reproduction or distribution of the most recent version of the Software, or Service Deliverables; or (iv) Customer Materials used

with or incorporated in the Software, or a Service Deliverables.

(c) <u>Injunction</u>. If Customer's use of the Software, or Service Deliverables is or, in OPIE's determination, is likely to be enjoined, OPIE may, without limiting its indemnity obligations hereunder, procure the right for Customer to continue to use the Software, or Service Deliverables or modify the Software, or Service Deliverables in a manner that has materially equivalent functionality so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, OPIE may require the return of any such Software, or Service Deliverables and refund to Customer amounts paid for such Software, or Service Deliverables less a credit for use based on straight line depreciation applied on a quarterly basis over five (5) years from the date of initial delivery of the Software or a Service Deliverables.

(d) <u>Claims Related to Customer Material</u>. Provided that OPIE complies with the procedures set forth in Section 8(e), Customer will, at Customer's expense, defend and/or settle any claim, suit or proceeding brought by a third party against OPIE or its officers, directors, employees, agents, and affiliates and arising out of or related to the Customer Materials (either alone or as incorporated into a Service Deliverables). In addition, Customer will pay any judgment awarded against OPIE or any settlement amount agreed to by Customer and, subject to Section 8(e), any authorized expenses incurred by OPIE.

(e) <u>Procedure</u>. If one Party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other Party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will in order to qualify for Indemnification under this Section, within fifteen (15) days of receipt of such notice, give the Indemnitor written notice, pursuant to the Notices provision set forth in Section 12(f) of this Agreement, of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim; provided, however, that Indemnitee's failure to give such notice shall not relieve Indemnitor of any of its obligations under this section except to the extent that Indemnitor is actually prejudiced by such failure. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or

allegation, including the selection and employment of counsel, and shall pay all authorized and documented costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

(f) <u>Exclusive Remedies</u>. THE INDEMNITY AND OTHER REMEDIES SET FORTH IN THIS SECTION SHALL BE THE EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO ANY CLAIM FOR WHICH A PARTY HAS AN OBLIGATION OR INDEMNITY PURSUANT TO THIS SECTION.

9. Limitation of Liability.

IN NO EVENT SHALL OPIE'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPIE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE ALLOCATION OF LIABILITY IN THIS SECTION REPRESENTS THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND VOLUNTARY ALLOCATION BETWEEN THEM AND, BUT FOR THIS PROVISION, OPIE WOULD NOT HAVE MADE THE SOFTWARE AVAILABLE TO CUSTOMER HEREUNDER.

IN NO EVENT SHALL OPIE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

10. Term and Termination.

(a) <u>Term and Termination</u>. The license term for the Software and Service Deliverables is subject to termination for breach as set forth herein. Either party may terminate this Agreement if the other party fails to materially comply with any of the terms and conditions hereof and the other party fails to correct such non-compliance within thirty (30) days following written notice. Failure to make timely payments is a material breach of this Agreement. Subject to applicable law, either party also may terminate this Agreement or any active Statements of

Work without prior notice or the other party's consent if: (i) a receiver is appointed for the other party or the other party's property; (ii) the other party makes an assignment for the benefit of that party's creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party commences steps to liquidate or dissolve.

(b) <u>Effect Upon Termination</u>. Upon termination of this Agreement, all licenses granted herein shall cease and Customer shall discontinue all use of the Software and destroy any copies thereof in Customer's possession or control. Any obligation of either Party which accrued prior to termination, including without limitation any payment due and owing, and Sections 1 (Definitions), 6 (Ownership and Copyright), 7(d) (Warranty Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 11 (Confidential Information), and 12 (Miscellaneous) shall survive the termination of this Agreement. Termination of this Agreement shall also terminate all then current Statements of Work.

(c) <u>Discontinuance</u>. Within five (5) days after the date of discontinuance of any Licensed Program under this Agreement, the Customer will return directly to OPIE all originals and copies, in whole or in part, in any form, including partial copies and modifications, of the Licensed Programs and any material used in connection therewith, received from OPIE or made in connection with such license, and the Customer shall certify to OPIE, in writing, that all originals and copies of the Licensed Programs were so returned. OPIE will provide to Customer a copy of Customer data as a CSV or Excel file. Customer will have the option to continue OPIE's Hosting service, for an agreed upon fee, to have "read only" access to their data, which will be subject to the terms and conditions of this agreement. Nothing in this Section 10.(c) diminishes OPIE's claim on its intellectual property nor authorizes any access to OPIE's databases or code other than through the provided OPIE Interface.

(d) <u>Effect of Bankruptcy</u>. In the event that Customer becomes the subject of any voluntary or involuntary proceeding bankruptcy, liquidation, dissolution, receivership or attachment or make a general assignment for the benefit of creditors, amounts that have been paid to OPIE are hereby deemed earned upon receipt and are OPIE's sole property, irrespective of whether goods or services, including but not limited to Software, maintenance services, professional services, and hosting services, have been delivered and may be applied, in whole or in part, in satisfaction of any obligations owed by Customer to OPIE under this Agreement or any other agreement between Customer and OPIE.

(e) <u>Changes in Condition</u>. Customer acknowledges and agrees that technology best practices are dynamic and that standard operating processes may need to change during the term of this or any subsequent Agreement. OPIE reserves the right to make and communicate changes to its Terms and Conditions with notice to Customer via email or other means. Customer agrees to abide by those modified or added Terms and Conditions.

(f) <u>Licensed User Charges</u>. As contract terms and renewals occur, there are opportunities for the Customer to have more active users than are captured in the ordering documents and other paperwork. OPIE reserves to right to charge the current contracted rate for any user in excess of the license limitation for the month(s) in which the excessive active licenses exist.

11. Confidential Information.

(a) "Confidential Information" means (a) a Party's proprietary technology or computer software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "Proprietary Technology"); (b) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (c) information regarding current or proposed products, customers, contracts, this Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product roadmaps, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (d) offers or proposals which are provided by a Discloser, including, but not limited to, the fees charged by Discloser and such Confidential Information is either (i) in tangible or other form and labeled "confidential" or the like, (ii) in a non-tangible form, including, but not limited to, oral information and is followed up within two (2) weeks in a tangible form that is appropriately labeled, or (iii) regardless of form or whether marked, should be apparent to a reasonable person familiar with Discloser's business and the industry in which each operates, to be of a confidential or proprietary nature.

(b) A Party receiving Confidential Information ("Recipient") of the other Party ("Discloser") shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure

of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of this Agreement or have a professional obligation to maintain confidentiality; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser in writing pursuant to Section 12(f) of this Agreement to provide Discloser a reasonable opportunity to obtain a protective order to protect the confidentiality of the information at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. Recipient shall not modify, reverse-engineer, decompile, create other works from, or dissemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c)   The obligations described in Section 11(b) imposes no obligation upon Recipient with respect to any Confidential Information which (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (c) is disclosed by Discloser without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to the Confidential Information. The burden of proving any of the above exemptions is on Recipient.

(d)   Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all of the foregoing have been destroyed or returned to Discloser.

(e)   The terms set forth in this Section replace any prior non-disclosure agreement executed between the Parties.

12.   **Miscellaneous.**

(a)   Audit. Customer agrees to maintain accurate and detailed records of the number of Named Users licensed to use the Software. OPIE shall have the right to verify the number of Named Users licenses purchased by Customer under this Agreement. Customer agrees that OPIE shall have the right to audit Customer's records for compliance with this Agreement at any time during Customer's normal business hours upon reasonable notice, during the term. Customer agrees that any discrepancies will be mutually agreed upon via an Ordering Document.

(b)   Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing, played equal parts in negotiating this Agreement and that its terms will be interpreted without any bias against one Party as drafter.

(c)   Local Laws and Regulations. The Licensed Programs are prepared so that in its operation it will comply with all governmental laws and rules and regulations that are known to OPIE, however, because it will be used in many different jurisdictions and political sub-divisions, each Customer is cautioned to check with their own attorney to satisfy themselves that all of the operations of this program are in compliance with the laws and regulations that apply in their locality.

(d)   Dispute Resolution. In the event of a controversy or claim arising out of or relating to this Agreement (with the exception of any dispute involving injunctive and/or other equitable relief), the Parties shall first attempt to settle the dispute amongst themselves. If not resolved in 30 days, then it will be submitted by final and binding arbitration administered by the American Arbitration Association (AAA), with a competent neutral arbitrator agreed upon by both Parties. The arbitrator may and is encouraged to award the prevailing party the costs and attorney's fees associated with the arbitration. The Arbitrator shall provide a written opinion and award, with findings and conclusions. The Parties agree that judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The Arbitrator's decision will be final and binding. This provision shall not apply to a claim for injunctive or other equitable relief.

(e) Governing Law. This Agreement shall be governed in substance exclusively by the internal laws of the State of Florida and procedurally through the rules of the American Arbitration Association, without regard to its conflicts of laws rules. The state and federal courts located

in the State of Florida shall have exclusive jurisdiction to enforce the final binding decision from an arbitrator of the Parties. Each Party hereby consents to the exclusive jurisdiction of such courts to enforce the decision of the arbitrator. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application of this Agreement.

(e)   Attorney's Fees. The prevailing Party in disputes concerning this Agreement shall be entitled to recover its costs for enforcement, including but not limited to reasonable attorney's fees, arbitration costs and court costs and all necessary expenses. Notwithstanding anything in this Agreement to the contrary, in the event of Customer's bankruptcy or insolvency, OPIE will be entitled to recover from Customer its costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that OPIE incur enforcing and/or otherwise protecting its rights and remedies under this Agreement or amendments and modifications thereto.

(f)   Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after mailing via certified mail, return receipt requested; (iii) the second business day after sending by confirmed facsimile; or (iv) except for notices of termination or an indemnifiable claim ("Legal Notices"), the first business day after sending by email. Notices to Company shall be addressed to the attention of its General Counsel and a copy to its CFO at the address set forth on the Ordering Document. All notices to Customer shall be addressed to the primary contact person as designated by Customer as set forth on the Ordering Document. Billing-related notices to Customer shall also be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall also be addressed to Customer's signatory of this Agreement or any person designated by Customer.

(g)   Force Majeure. Neither Party shall be liable for failure to perform or for delay in performance hereunder due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, fires, floods, earthquakes, accidents, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, strikes, pandemic, acts of war, acts of terrorism, riot, embargoes, fuel crises, acts of civil or military authorities, or intervention by governmental authority, provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

(h)   Customer Lists. Customer will be eligible to participate in OPIE's Customer Reference program which may include, but not be limited to, participation in customer case studies, press releases, collateral, and opportunities with media and industry analysts. OPIE is permitted to use Customer's name in lists with other customers. However, OPIE shall not use Customer's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance written authorization from Customer.

Except as set forth in this subsection above, there shall be no public announcement of this Agreement or the relationship between the Parties without mutual review and approval by both Parties, except as part of required governmental filings, SEC filings (forms 10-K, 10-Q, etc.), quarterly earnings announcements and financial presentations, or listings of other similar relationships.

(i)   Injunctive Relief. The Parties acknowledge that the breach or threatened breach of this Agreement, in particular the breach of Section 3, Section 6 and/or Section 11, could give rise to irreparable injury to the non-breaching party which would be inadequately compensated in money damages. Accordingly, the non-breaching party may seek a restraining order and/or an injunction prohibiting such breach in addition to any other legal remedies which may be available. The Parties agree that the non-breaching party will not be required to post a bond in seeking injunctive relief under this Agreement.

(j)   Export Controls. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that Customer shall not – directly or indirectly – sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from OPIE under this Agreement to any destination, entity, or person prohibited by the laws or regulations of any jurisdiction, including without limitation, the United States, without obtaining prior authorization from the relevant government authorities as required by those laws and regulations. Customer hereby indemnifies and holds harmless, subject to Section 8, to the fullest extent permitted by law, OPIE and its assigns from and against any fines, penalties, judgments, settlements, and reasonable documented costs, including attorneys' fees, that may

arise as a result of Customer's and Customer's agents, officers, directors or employees breach of this provision.

(k)   Assignment. Neither Party may assign its interest in this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer and/or assign some or all of this Agreement by operation of law due to a merger or change of control, without prior notice to the other Party or the other Party's consent, provided that the Agreement is not assigned to a direct competitor of the other Party. This Agreement will inure to the benefit of and be binding upon the Party's successors and permitted assigns.   Unless otherwise specifically agreed to by the non-assigning Party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement.   Any assignment in violation hereof shall be null and void.

(l)   Essential Change. If after the execution of this Agreement there is an essential change in the ownership or nature of the business activity of the Customer corporation, OPIE shall have the right to terminate this Agreement. For purposes of this paragraph, an essential change in ownership shall be defined as a change in ownership of an amount equal to or greater than twenty-five percent (25%) of the equity of the Customer. For purposes of this paragraph, an essential change in nature of business activity shall be defined as any business activity not considered clinical orthotic and prosthetic patient care representing more than twenty-five percent (25%) of the revenue of the business operations.

(m)   Data. During the term of this Agreement, OPIE may use and disclose data collected or otherwise made available through the OPIE products and services in connection with providing and improving OPIE products and services.   OPIE may use such data for analytics purposes and to develop anonymized, hashed, aggregated, or other de-identified data ("De-identified Data") (i.e., data that is not personal data or data that identifies or provides a reasonable basis to identify, contact, or precisely identify an individual or a device, including individual names, addresses, telephone numbers, email addresses, user names and passwords, and government-issued identifiers). OPIE may use and disclose de-identified data and its analytics before and after the term of the Agreement for any purpose, but OPIE may not re-identify or authorize a third party to re-identify Participant data.

(n)   Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

(o)   Non-Solicitation of Employees.   During the term of this Agreement and for a period of one (1) year following termination or expiration thereof, neither Party shall, directly or indirectly, solicit for hiring, hire or accept any services or work from any employees of the other Party. Notwithstanding the foregoing, this provision shall not restrict the right of either Party to solicit or recruit generally in the media and shall not prohibit either Party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially solicited or recruited by the hiring Party.

(p)   Entire Agreement, Modifications, Severability, and Waivers. This Agreement, including all Exhibits hereto, contains the entire agreement with respect to the subject matter hereof. All Exhibits are incorporated into this Agreement by reference, and all references to this Agreement in any Exhibit include all other Exhibits hereto.   This Agreement may not be modified except by written instrument signed by both Parties and referring to the particular provisions to be modified. All terms, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement. If any provision of this Agreement is declared invalid or unenforceable, then the court shall replace the invalid or unenforceable provision with a valid and enforceable provision that most accurately reflects the Parties' intentions and the remaining provisions of this Agreement shall remain in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

This Exhibit sets forth the additional terms and conditions under which OPIE will provide professional services in connection with the solution provided pursuant to this Agreement.

A1.   Performance of Services.

(a)   Statements of Work. Each professional services project OPIE undertakes shall be described in statements of work (each a "Statement of Work") setting forth the agreed upon the scope of the Statement of Work, Service Deliverables, estimated pricing and payment terms and, if applicable, project schedule, Service Deliverables, and estimated delivery dates. Both Parties shall execute each Statement of Work and each is incorporated into this Agreement. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

(b)   Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of OPIE's services. Customer will, to the extent required in connection with the performance of our services: (i) provide OPIE with any necessary Customer Materials; (ii) provide OPIE with any necessary access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with OPIE as required for OPIE to provide its services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing.

(c)   Place of Performance. If OPIE's personnel, agents or representatives are required to travel to a location other than one of OPIE's facilities, Customer will pay or reimburse OPIE upon invoice for all reasonable travel expenses including airfare, ground transportation, lodging and meals for personnel required to travel. OPIE will adhere to its corporate travel policies and provide a copy, if requested by Customer, unless other agreements are made prior to undertaking a project. Services to be provided on-site at Customer's facilities will be scheduled in advance by agreement of each Party. Both Parties will use reasonable efforts to accommodate any requested change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. Customer will also reimburse OPIE upon invoice for out-of-pocket expenses in connection with the performance of services as set forth in the applicable Statement of Work. At Customer's request, OPIE will provide receipts or other reasonably satisfactory evidence of such expenses.

(d)   Qualified Personnel. OPIE will provide all services in accordance with current industry standards and practices using qualified personnel with the necessary skills, qualifications and experience to provide the Service Deliverables in accordance with the applicable Statement of Work. All personnel providing services will be OPIE employees acting within the scope of their employment and under obligation to assign all rights in the Service Deliverables to OPIE, or will be independent contractors under written obligation to assign all such rights to OPIE.

A2.   Services Payment Terms.

Unless otherwise stated in the Statement of Work, Customer will pay OPIE at the then-current prevailing hourly rate. Rates are subject to change upon thirty (30) days written notice to Customer, except that rates agreed to by the Parties in a then-current SOW shall not change except with the written mutual consent of the Parties. OPIE will invoice Customer on a time and materials basis at the end of each month at the billing rates set forth in the Statements of Work for work performed on each Statement of Work during the previous month. Invoices will include a summary of all time expended for each personnel classification providing services during the month.

A3.   Termination of Projects.

Customer may terminate any Statement of Work for any reason upon thirty (30) days prior written notice to OPIE. If any particular Statement of Work is terminated for any reason other than an uncured breach by OPIE, after receiving thirty (30) days prior written notice from Customer, then OPIE shall deliver the work completed on the Service Deliverables then in process and be paid for all services performed through effective date of termination based on the actual time expended for time and materials projects. Customer will not be entitled to any refund of amounts previously paid under a Statement of Work if Customer elected such early termination.

A4.   Changes to Service Deliverables.

(a)   Changes to Project Scope. Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work shall result in a change order to such Statement of Work or a new Statement of Work. Notwithstanding the foregoing, if there are any changes to the scope of a Statement of Work and the changes result in an increase in the fees up to ten thousand dollars ($10,000.00) or ten percent (10%) of the estimated total cost, whichever is less, then OPIE will continue to provide the professional services, including the additional work, under such Statement of Work without the need to execute a change order or a new Statement of Work. Customer will pay OPIE for all services provided under a Statement of Work. All change orders and new Statement of Work will also be billed on a time and materials basis. Any scope changes shall be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

(b)   Changes to Non-functional Elements. Customer acknowledges that certain non-functional or aesthetic elements of the Services Deliverables such as screen displays and user interface design can vary greatly without impact on the functional or performance specifications. OPIE will incorporate any nonfunctional or aesthetic elements specified in the Statement of Work into the Service Deliverables, and will work together with Customer in the design of such nonfunctional or aesthetic elements. If Customer wants to change the nonfunctional or aesthetic elements of any Service Deliverable which meets the functional and performance specifications and otherwise complies with the Statements of Work, then Customer agrees to compensate OPIE at a mutually agreed price set forth in a change order or at OPIE's then current hourly rates for any additional time required to make the nonfunctional or aesthetic elements of the Service Deliverables satisfactory.

This Exhibit sets forth the additional terms and conditions under which OPIE will provide customer maintenance services in connection with the Software licensed to Customer pursuant to this Agreement.

Customer Maintenance Contact Information:

OPIE Help Web Site: **www.opiehelp.com** (Note: Follow the instructions for submitting a technical issue or question to OPIE.)

The contact information in the URL above and the information, policies and procedures posted on the URL are current as of the date of this Agreement. OPIE reserves the right to change its contact information, and the information, policies and procedures posted on the URL from time to time upon notice to the Designated Contacts.

B1. Additional Definitions.

(a) "Designated Contacts" means the individuals designated by Customer and agreed to by OPIE who are authorized to contact OPIE's customer maintenance staff and who will coordinate all of Customer's Error submissions and maintenance requests.

(b) "Error" shall mean a reproducible defect in the Software when operated on a Supported Environment, which causes the Software not to operate substantially in accordance with OPIE's published documentation.

(c) "Error Correction" means a modification or patch that brings the Software into substantial conformance with OPIE's published documentation, or a procedure, routine or other information that enables Customer to avoid the practical adverse effect of an Error.

(d) "General Release" means the current version of the Software that has most recently been released to the general OPIE customer base. The General Release may incorporate a Maintenance Release.

(e) "Instance" shall mean one or more OPIE web application servers.

(f) "Maintenance Release" means an update to an existing version of the Software containing Error Corrections or minor functionality enhancements. A Maintenance Release is designated as a numbered service pack for the current version, with no change in the version number.

(g) "New Version Release" means a new version of the Software containing new features or enhancements to functionality. A New Version Release is designated by an increase in the version number. e.g. from 2.5 to 2.6 or 3.0. "New Version Release" only includes releases of the Software in a language included in Customer's License Configuration Ordering Document.

(h) "Primary Instance" means an Instance in Customer's production environment containing Customer's live training, payroll, attendance and/or expense records

(i) "Secondary Instance" means an Instance in Customer's testing environment used for testing or staging of Customer's data.

(j) "Supported Environment" means a hardware, operating system and database platform meeting the minimum system configuration requirements for the proper use and operation of the Software as set forth in OPIE's published documentation.

(k) "Maintenance Term" means any period during which Customer is entitled to receive maintenance hereunder, including any renewals or extensions thereof.

B2. Maintenance Services.

(a) Standard Maintenance Provided. During each Maintenance Term, OPIE will provide the following maintenance, subject to the procedures and limitations described herein: (i) clarifying and assisting in the operation of the features and functions of the Software; (ii) clarifying OPIE's published documentation; (iii) assisting in

identifying and verifying the causes of suspected Errors; and (iv) providing Error Corrections. Such maintenance will be provided for the Primary Instance and Secondary Instance.

For purposes of clarity and the avoidance of doubt, it is hereby noted that the Maintenance Services as referenced above are only for Maintenance Services for the standard Service to which access is provided under the Agreement and not for any customizations which OPIE has generated for the Customer; maintenance services for such customizations are subject to a specially designated and distinct maintenance fee for the support of such customizations.

(b)   Self Help Maintenance Resources. Customer agrees that the users of the Software will first attempt to answer any questions or resolve any issues with respect to the operation of the Software by using the following self-help resources: (i) the Help function of the Software and (ii) OPIE's customer maintenance web site.

(c)   Contacting Customer Maintenance. If Customer is unable to resolve an issue or question with respect to the Software using the self-help resources described above, the Designated Contacts may contact a customer maintenance representative to receive maintenance using one of the methods described below. OPIE will provide maintenance only in English and only to the Designated Contacts. Any communication between the Designated Contacts and a customer maintenance representative must be in English. OPIE will not provide maintenance to end users of the Software or to any person other than the Designated Contacts.

(i)   Telephone Hot Line. OPIE will provide telephone maintenance to the Designated Contacts as outlined at the following url: http://www.opiehelp.com excluding OPIE holidays (the "Support Hours"). OPIE will provide Customer with a list of OPIE holidays and any reduced maintenance hours on those holidays upon request.

(ii)   Email and Feedback Requests. OPIE will use commercially reasonable efforts to provide an acknowledgement to requests sent to: OPIESupport@opiesoftware.com or through the application feedback links within eight (8) business hours after OPIE receives the email.

(d)   Error Correction. When Customer reports an Error to OPIE, Customer should include a detailed description of the Error and the severity level. When OPIE receives notice of an Error, OPIE will assign a problem tracking number to be included in all correspondence between Customer and OPIE related to

the Error and after OPIE's e-mail acknowledgement described in Section B2(c)(ii) OPIE will provide a response in accordance with the severity levels and response times identified in Section B2(e). Thereafter, OPIE will use commercially reasonable efforts to provide an Error Correction. The Error Correction may require that Customer install the latest Maintenance Release for the General Release version of the Software on which Customer reported the Error. An Error Correction may require multiple contacts and off-line research. The Error Correction, when completed, may be provided in the form of a Software patch consisting of sufficient programming and operating instructions to implement the Error Correction, which will be provided to Customer via email, download or other electronic means of OPIE's sole choosing.

(e)   Response Times. Our response to an Error depends on the severity of the Error. For each level of severity, OPIE customer maintenance representatives will use commercially reasonable efforts to respond, during the Support Hours. Response time is the time from OPIE's receipt of notice of the Error until OPIE contacts the Designated Contact reporting the Error to begin resolution efforts, not the time to deliver an Error Correction. OPIE will respond to an Error which arises in the Primary Instance at all severity levels. If an Error arises in the Secondary Instance, OPIE will only respond according to the Severity 3 level response time.

(f)   Exclusions from Maintenance Program. OPIE is not responsible or liable for causes external to the Software, including but not limited to: (i) Customer's failure to incorporate Maintenance Releases or New Version Releases; (ii) installation of the Software or any New Version Releases not in accordance with the documentation provided with the Software or New Version Releases; (iii) Customer's use of the Software with any software or hardware other than the Supported Environment; (iv) problems resulting from use of the Software in a manner not permitted pursuant to Customer's license; (v) modifications, alterations, or additions to the Software by Parties other than OPIE (including without limitation, modifications, alterations, or additions to the Software made by Customer, but including those authorized by OPIE or performed by its representatives or agents); or (vi) damage from any source other than OPIE including but not limited to water, humidity, fire, power surges, computer viruses, and accidents ("Excluded Services"). Any maintenance or services required to fix the Excluded Services will be billed to Customer on a time-and-materials basis in accordance with OPIE's then current rates. Such services shall be set forth on a mutually agreed upon Statement of Work and provided to Customer pursuant to Exhibit A. Unless OPIE is hosting the Software at its data center, this maintenance

program does not include maintenance in connection with or correcting Errors arising out of or related to a database management server or a web server or any other third-party component that is used in conjunction with the Software. OPIE may, but is not required to, provide Error Corrections for such Errors at its then current time and materials rates. Maintenance does not include Software installation, configuration or services provided on-site at Customer's location. If OPIE is required or requested to travel to Customer's facilities, any services will be provided at then current time and materials rates and Customer will reimburse OPIE for all reasonable travel expenses, including meals and lodging.

Maintenance does not include problems or errors in modifications to the Software OPIE provides as a Service Deliverables pursuant to Exhibit A. Service Deliverables are provided with a warranty as set forth in Section 7(b) of this Agreement. OPIE is not responsible for restoring lost data or damage to Customer's data base that result from Customer's actions. If Customer desires to purchase upgrade services or other professional services from OPIE outside the scope of the maintenance in this Exhibit B, then OPIE will provide such professional services to Customer for a charge as set forth in a mutually agreed Statement of Work pursuant to Exhibit A.

B3.   Customer's Responsibilities.

(a)   Supported Environment and Operations. Customer is responsible for undertaking the proper supervision, control and management of Customer's use of the Software including, but not limited to: (i) providing, maintaining and assuring proper configuration of the Supported Environment; (ii) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction; and (iii) maintaining a procedure external to the Software for reconstruction of lost or altered files, data and programs. This Section will not apply to Customer if OPIE is hosting the Software at its data center.

(b)   Assistance in Providing Maintenance. Customer will provide reasonable assistance to OPIE in determining and resolving Errors Customer reports. Error determination activities may include performing network traces, capturing error messages, collecting configuration information and other similar activities to allow OPIE to reproduce the Error. Resolution activities may include access to Customer's personnel and/or remote access to the Supported Environment. Customer agrees to allow OPIE to use remote access tools, with the participation and under the supervision of a Designated Contact, to access the Software in the Supported Environment and modify its configuration as part of its Error determination and

resolution activities. OPIE may not be able to provide Customer with an Error Correction without such remote access. Customer is responsible for performing activities to implement Error Corrections OPIE provides and for responding in a timely manner to requests for information by its customer maintenance staff. Error Corrections may include changing, installing, or reinstalling new or existing versions of web browser software or new components, or modifying processes. Any information Customer provides OPIE in connection with the maintenance process that Customer designates as confidential will be used only to resolve reported Errors, will not be disclosed to anyone other than OPIE personnel involved in resolving the Error. As part of OPIE's Error resolution process, information Customer provides to OPIE may be made available to its employees in foreign countries, unless Customer notifies OPIE otherwise in writing when providing OPIE with such information.

(c)   Training. Customer is responsible for proper training of the Designated Contacts and all other appropriate personnel in the operation and use of the Software and the Supported Environment.

B4.   New Releases of the Software.

(a)   Maintenance Releases Provided with Maintenance Services. If and when available, OPIE will provide to Customer any Maintenance Releases and New Version Releases that OPIE makes generally available to customers who have purchased maintenance during the Maintenance Term at no additional charge. Any Maintenance Release or New Version Releases are part of the Software and subject to the terms and conditions of this Agreement. The designation of a Software release as a Maintenance Release or a New Version Release will be made by OPIE in its reasonable discretion.

(b)   Installation and Configuration of New Releases. Maintenance does not include the installation or configuration of any Maintenance Releases or New Version Releases. Any services to be provided in connection with the installation or configuration of Maintenance Releases or New Version Releases will be provided for a mutually agreed fee as a Service Deliverables pursuant to Exhibit A. New Version Releases may have significant changes from current versions and it is strongly recommended that OPIE provides the services to install New Version Releases to ensure OPIE's ability to continue to provide maintenance and Error Corrections. OPIE will not correct Errors arising out of or related to installation or configuration of the Software or any New Version Releases by any party other than OPIE.

(c)   Migration of Customizations and/or Modifications. If Customer has customized and/or

modified Software, maintenance does not include migrating Customer's customizations and/or modifications to any Maintenance Release or New Version Release, unless otherwise provided under the Statement of Work pursuant to which OPIE provided such customizations and/or modifications. Any services to be provided in connection with the migration of customizations and/or modifications to Maintenance Releases or New Version Releases will be provided for a mutually agreed fee as Service Deliverables pursuant to Exhibit A.

B5.   Maintenance Fees.

Monthly maintenance fees for any Maintenance Term are based on Customer's then current License Configuration. Customer may only reduce the number of Users receiving maintenance as set forth in the Ordering Document, as applicable, at the end of each Maintenance Term via an executed Ordering Document or amendment between Parties. Customer will be invoiced for the maintenance fees for the initial Maintenance Term upon execution of this Agreement and, subject to Section B7, for any renewal Support Term upon expiration of the then current Maintenance Term.   Fees for additional services not included in maintenance or expenses incurred will be invoiced monthly at the end of the month in which such services are provided or expenses incurred. For purposes of clarity and the avoidance of doubt, it is hereby noted that the Annual maintenance fee as referenced above is only for Maintenance Services for the then current General Release of the standard Software held under the agreement and not for any customizations which OPIE has generated for the Customer; maintenance services for such customizations is subject to a specially designated and distinct maintenance fee for the support of such customizations.

B6.   Term, Renewal and Termination.

(a)   <u>Initial Maintenance Term and Renewal</u>. The initial Maintenance Term shall begin on the Effective Date and shall run for an initial Maintenance Term as set forth in the Ordering Document attached to this Agreement. Upon expiration of the then current

Maintenance Term, a new Maintenance Term shall automatically begin for a period of length equal to that of the initial Maintenance Term; provided that (i) Customer has not given OPIE written notice that Customer does not wish to extend the Maintenance Term for an additional term of the same length as purchased via the initial Ordering Document at least ninety (90) days prior to the end of the current term; and (ii) OPIE still offers maintenance for the Software. OPIE will provide Customer with written notice of the upcoming expiration date, which shall include notice of any price increase for the upcoming Maintenance Term, if applicable; provided, however that any such price increases shall not exceed ten percent (10%), unless customer has reduced number of users receiving Maintenance per B6 of this Exhibit. The failure to renew maintenance shall not affect Customer's licenses to the Software.

(b)   <u>Termination of Maintenance</u>.   Either Party may terminate the maintenance of the Software upon thirty (30) days written notice to the other Party of a material breach by the other Party of its obligations set forth in this Exhibit B, if the breach is not cured within that thirty (30)-day period. If OPIE terminates maintenance as a result of Customer's uncured breach, OPIE will retain all maintenance fees paid. Failure to pay for the Maintenance Services in a timely manner constitutes material breach. If Customer terminates maintenance as a result of OPIE's uncured breach, OPIE's sole and exclusive obligation will be to promptly refund that portion of the maintenance fee actually paid by Customer that is proportional to the percentage of the Maintenance Term remaining at the time termination is effective. The termination of maintenance shall not affect Customer's licenses to the Software.

(c)   <u>Reinstatement of Maintenance Services</u>. If Customer has terminated or elected not to renew maintenance, Customer can elect to reinstate maintenance if OPIE still offers maintenance for the Software and if Customer pays a fee equal to (i) the maintenance fees for the period when Customer did not receive maintenance and (ii) the maintenance fee for the current Maintenance Term. Customer's instance must be the then current General Release.

EXHIBIT C
SOFTWARE HOSTING

This Exhibit sets forth the additional terms and conditions under which OPIE will provide hosting services in connection with the Software licensed to Customer pursuant to this Agreement.

C1.   Software Hosting Services.

(a)   <u>Installation and Configuration</u>. OPIE will install and configure the Software on the Hosting Environment (as defined below), and OPIE will host the Software and any Service Deliverables or Customer Materials used in conjunction with the Software using the Hosting Environment. OPIE will begin such installation and configuration following Customer's request to do so. An email request sent to the project manager assigned to Customer is acceptable to initiate the installation and configuration of Customer's Hosting Environment.

(b)   <u>Hosting Environment</u>. OPIE will provide all hardware, software, materials, Internet connections, telecommunication services and other items necessary for the proper operation and hosting of the Software utilizing one (1) set of servers for production use (the "Hosting Environment"). OPIE will apply application patches as requested at no additional charge. OPIE will own all right, title, and interest in and to such items. Customer is responsible for providing client-side computers and software meeting the technical requirements OPIE provides for the Software being hosted hereunder.

(c)   <u>Security</u>. OPIE will maintain the Hosting Environment at a reputable third-party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the Hosting Environment. However, Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Hosting Environment, Software and Customer Materials. ACCORDINGLY, OPIE CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

(d)   <u>24 x 7 Access</u>. The Hosting Environment will operate twenty-four (24) hours per day, seven (7) days per week, including all legal holidays, except for scheduled interruptions for maintenance or updates to the Hosting Environment as more fully described in Section C4. Upon receipt of notice that service to the Hosting Environment is interrupted OPIE will promptly take all reasonable steps to restore such service as rapidly as practicable. An interruption in service to the Hosting Environment shall not be considered a breach of OPIE's obligations hereunder if: (i)

OPIE promptly takes all reasonable steps to restore such service or (ii) the interruption in service results from causes beyond OPIE's reasonable control. However, Customer will still be entitled to the remedies set forth in Section C4(g).

C2.   Fees and Invoicing.

(a)   <u>Hosting Fees</u>. The hosting fees for the initial License Configuration will be fixed for the initial Hosting Term and modifications to such fees may be made at the beginning of a subsequent Hosting Term. Customer may only reduce the number of Users being hosted as set forth on the Ordering Document, as applicable, at the end of each Hosting Term via an executed Ordering Document or amendment between Parties. Upon Customer's written request, OPIE will initiate installation of the Software. Hosting fees begin to accrue on the first date on which Customer can log onto the Software (the "Start Date"). Monthly hosting fees are based on Customer's current License Configuration, and storage usage. The first month's Hosting fees will be invoiced as defined in the Ordering Document.

(b)   <u>Changes to License Configuration</u>. If Customer elects to increase Customer's License Configuration by adding additional Software components, option modules, and/or Named Users, Customer's monthly hosting fee may increase and Customer may be charged set-up fees for the installation, configuration and testing of the upgraded Hosting Environment equal to the increase in the monthly hosting rate for one month. The increase in the monthly hosting rate will be set forth in the Hosting Environment Amendment. The new monthly hosting fee and set up fee will be invoiced on the next monthly invoice following OPIE's receipt of Customer's signed Hosting Environment Amendment. Charges on such amendment will be co-terminus with the Hosting Term defined below in Section C3(a).

(c)   <u>Changes to System Requirements</u>. Customer acknowledges and agrees that, from time to time, OPIE will audit the size of Customer's database. If the Customer's price is based on a SQL Express (or equivalent) license and the demands of the customer environment require a different license, OPIE reserves the right to adjust fees based on those new requirements. In this case, the fee increase limit stipulated in Section C3.(a) shall not apply.

C3.   Hosting Term, Renewal and Termination.

(a)   Initial Hosting Term and Renewal. The initial Hosting Term shall begin on the Start Date and shall run for the term set forth on page one of this Agreement. Upon expiration of the then current Hosting Term, a new Hosting Term shall automatically begin for a period of length equal to that of the initial Hosting Term; provided that (i) Customer has not given OPIE notice that Customer does not wish to extend the Hosting Term for an additional twelve (12) months at least ninety (90) days prior to the end of the current term; and (ii) OPIE still offers hosting services for the Software. OPIE will provide Customer with thirty (30) days prior written notice of the upcoming expiration date if there will be any fee increases for the upcoming Hosting Term; provided, however, that any such fee increases shall not exceed ten percent (10%), unless customer has changed the number of users being hosted per C2 of this Exhibit. The failure to renew hosting services shall not affect Customer's licenses to the Software or the remainder of this Agreement.

(b)   Termination of Hosting with Breach. Either Party may terminate OPIE's hosting of the Software upon thirty (30) days written notice to the other Party of a material breach by the other Party of its obligations set forth in this Exhibit C, and if the breach is not cured within that thirty (30)-day period. If Customer terminates hosting as a result of OPIE's uncured breach, OPIE's sole and exclusive obligation will be to promptly refund any hosting fees actually paid by Customer for any period during which OPIE did not host the Software as provided herein. The termination of hosting services shall not affect Customer's licenses to the Software or the remainder of this Agreement.

(c)   Return of Customer Data. In the event this Agreement is terminated, if Customer requests Customer Data within thirty (30) days of termination, OPIE will make available to Customer a "read only" version of the Software per Section 10c of the Master Solution Agreement. Subject to any fees disputed in good faith, OPIE will not provide Customer data unless all amounts due and owing for the Service, including the Monthly Hosting Fees for each Hosting Term, Setup Services Fee, Professional Services Fee, Overage fees, or any other fee or charge associated with Customer's use of the Service have been paid by Customer. After such thirty (30)-day period, unless subject to a good faith dispute, OPIE shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

C4.   Service Level Commitment.

(a)   Availability and Monitoring. The production Hosting Environment will be available to Customer's users at least ninety-nine and nine tenths percent (99.9%) of the time, not including scheduled

interruptions for maintenance or updates as provided in Section C4(c). The production Hosting Environment is tested for availability every five (5) minutes by performing the complete user login process from outside OPIE's Firewall. For this purpose, and to enable OPIE to troubleshoot problems as necessary, OPIE uses an administrator account on Customer's Hosting Environment. If the Hosting Environment fails to respond to OPIE's automated testing, then OPIE uses manual testing to confirm such failure. The Hosting Environment is considered unavailable from the time of first failure to respond until service is restored. Percentage availability is determined by number of minutes available as a percentage of the number of minutes in a month.

(b)   If Customer engages in activity that is not a legitimate use of the product, such as Security Penetration tests, Stress Tests, Spamming activity, or other activity for which the product is not intended and it affects other OPIE customers, OPIE may shut down Customer's service until such activity ceases, with such service interruption not being counted against the above availability measure.

(c)   "Scheduled Maintenance" means any maintenance performed during OPIE's then current standard maintenance windows and any other maintenance of which Customer is given at least forty-eight (48) hours advance notice. OPIE may perform maintenance on some or all of the Service in order to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

(d)   System Backups and Restoration. OPIE will provide backups to the Hosting Environment as follows: (i) every day OPIE does a backup of all files and databases, (ii) the daily backups are archived offsite for two (2) weeks, and (iii) archived in cold storage for an additional three (3) months. OPIE will perform restorations to the Hosting Environment in the event of a service failure. OPIE will respond to Customer's requests for restoring files within one (1) business day.

(e)   Disaster Recovery. Our standard disaster recovery service is included in Customer's service fees. Should a disaster be declared OPIE will make every reasonable effort to resume access to Customer's Software at OPIE's alternate data center facility within OPIE's Recovery Time Objective (RTO) of seventy-two (72) hours. The standard service includes a Recovery Point Objective (RPO) of one (1) week. The monthly fee would continue to be billed while the alternative site is being utilized. There is no recovery testing.

(f)   Response Times. OPIE provides proactive monitoring of the Hosting Environment. Any production

environment outage is treated as P0 issues. The Sandbox environment, if applicable, is recovered on a commercially reasonable basis. Customer agrees to direct any inquiries regarding the operation and status of the Hosting Environment to customer maintenance (see Exhibit B).

(g)   Exclusive Remedy.   At Customer's written request OPIE will calculate Customer's Service Availability during a given calendar month. In the event that the Service Availability was not met in a given month, then OPIE will provide Customer with a credit of one percent (1%) of the impacted application's monthly Committed Subscription Service Fee for the initial Subscription Term per hour that the Service is unavailable; provided that OPIE will give Customer, at the minimum, a three percent (3%) credit with a maximum of a fifty (50%) credit of the fees for any given month. Any service credit due hereunder will be applied to Customer's next billing invoice. These discounts will not apply if the interruption in service results from problems in or caused by Customer Materials, software Customer provides or a force majeure event, so long as OPIE promptly takes commercially reasonable steps to restore such service as rapidly as practicable. The service credit offered in this Section C5(g) shall be Customer's sole and exclusive remedy for any failure of OPIE to meet the Service Availability.

The parties below acknowledge that they have read the Agreement, the Ordering Document, and all applicable polices, and agree to be bound by the terms therein.

CUSTOMER   **O&P Digital Technologies LLC**

By:_____   By:_____
Authorized Signature   Authorized Signature

_____   _____

Printed Name   Printed Name

_____   _____

Title   Title

_____   _____

Date   Date