



Diamond Hosting, EMS Support & Development Services

1. This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Electronic Management Services, Inc. (hereinafter "EMS") (collectively, NMC and EMS are referred to as the "Parties."). EMS shall provide a comprehensive support package that incorporates Unix hosting, Diamond application support and development, the enterprise use of the EMS EDI Reader & Toolbox, and BASIS technical support. All services are provided remotely (no on-site services).

2. The UNIX Hosting will be provided by Connectria via a "pass-thru" contract including service level agreements. The Connectria "pass-thru" Statement Of Work contract dated January 8, 2018 and Connectria Master Services Agreement are part of this overall agreement.

3. EMS Diamond Support Includes:

Correction of Diamond Programming Errors (Bug Fixes)

- o Diamond 725 application – standard programs
- o Diamond 725 application – custom programs
- o Diamond 725 application – all environments included

Definition: A Diamond programming error is a flaw, mistake, failure, or fault in a Diamond computer program that produces an incorrect or unexpected result, or causes the program to behave in unintended ways.

4. Correction Services Include:

Receipt of Initial Correction Services Request: EMS will assign a staff member (and back-up staff member) who will be responsible for the initial intake of a corrective action request.

Problem Ticket:

EMS will create a Problem Ticket for each issue that is either emailed or called in to EMS. The Problem Ticket will include the following information: who called the issue in; the time and date of when the issue was reported to EMS; the description of the



issue; the description of activities that were taken to evaluate and correct the issue; the final disposition of the issue including time and date of resolution.

Diagnosis of Problem: EMS will provide diagnosis services for programming errors that occur within the Diamond application. The diagnosis of the problem will be formally documented and emailed to NMC.

Resolution Planning: EMS will establish communications with NMC to discuss the resolution of the Diamond programming issue. Resolution can include the following: programming updates; testing of programming updates; correction of data files; documentation of correction steps; update of existing user documentation.

Corrective Actions: Once a resolution plan has been discussed and accepted by NMC, EMS will make the corrections to the Diamond programs and/or files.

Correction Implementation: As the last step EMS will install (or assist with) the updated programs and/or files to the proper Diamond environments and ensure that the corrected programs and/or files behave as expected.

5. EMS Diamond Trouble-Shooting

Definition: To investigate Diamond related issues and determine a probable cause.

6. Trouble-Shooting Services Include:

Receipt of Initial Trouble-Shooting Request: EMS will assign a staff member (and back-up staff member) who will be responsible for the initial intake of a Diamond trouble-shooting request.

Determination of Probable Cause: EMS will undertake analysis and any programming required in order to determine a probable cause of the issue. This work may require the restore or setup of test data, the re-running of a batch job, working with BASIS or other outside vendors, or correspondence with the NMC user in order to obtain more information about the issue.

Communication with NMC as to Next Steps: Once the probable cause has been ascertained, EMS will correspond with the requesting user as to the next steps required. The next steps may include creation of a Problem Ticket, creation of a miscellaneous GSD, more trouble-shooting, and in some cases nothing more will be required.



7. EMS Assistance with Diamond Usage Questions

Definition: To help NMC determine how a Diamond program or module is supposed to work including the input and output specifications as well as any special considerations.

8. Usage Services Include:

Receipt of Usage Request: EMS will assign a staff member (and back-up staff member) who will be responsible for the initial intake of a Diamond usage request.

Determination of Usage Request: EMS will work with the NMC representative to make sure the Diamond usage question is understood. Follow-up communications may be required with additional NMC staff in order to fully understand the usage request.

Investigation of Usage Request: EMS will perform analysis, review of system documentation, and possibly perform miscellaneous programming in order to be able to document how the particular Diamond usage area works.

Documentation of Findings: EMS will document all new findings related to the Diamond usage question. This may include creation of new program and module documentation as well as update of current documentation. There will not be any additional cost to NMC for these services if they do occur.

Provide Usage Documentation to NMC: As the final step in a usage related question, EMS will provide the usage documentation to the NMC user.

9. BASIS Support

On behalf of NMC, EMS will coordinate the problem resolution and technical support of the underlying BASIS technology.

10. These services include:

- o License registration, installation and configuration support
- o Troubleshooting of BASIS or FlexNet errors
- o Provide consultation for BBJ / Java related settings and tuning
- o Provider consultation for usage of all BASIS product features and functions



BASIS will bill NMC directly for services that fall outside of the above bulleted points.

The EMS portion of the charges are included as part of the EMS Diamond Support contract.

11. EMS Diamond Support Agreement Exclusions:

- o Development, testing and implementation of new custom Diamond programs or modules.
- o Development, testing and implementation of existing Diamond or custom programs for new business requirements.
- o Development of miscellaneous programs to help load or update data files.
- o Analysis or update of any non-Diamond applications including internet applications.
- o Update or conversion of Medical Definitions and Benefit Rules to meet new organizational requirements.
- o BASIS yearly SAM renewal.
- o Additional costs related to BASIS licenses/users.

12. EMS Diamond Support Agreement Inclusions:

- o Diamond migration services required to migrate all NMC Diamond environments to the Connectria hosted environments
- o EMS services required to assist (or perform) in getting the Diamond application and all files safely backed up according to a plan agreed upon between EMS and NMC.



13. EMS Diamond Development Services

On a time and material basis, EMS will provide software development services to NMC. These services can be for the update or add-on of the Diamond application or can be for modification of EMS applications or interfaces.

The EMS hourly rate for Diamond Development Services are outlined in Attachment A. All future support of new Diamond development will be included in the standard Diamond monthly support cost.

EMS uses the following methodology to determine the specifications for software development:

The software development process is initiated by the generation of a Project Request Form (PRF). The PRF may be generated internally by EMS personnel or can be received directly from NMC. Once the PRF is received and evaluated, designated EMS personnel produce a General Systems Design (GSD).

A GSD contains a step-by-step narrative of the development process required to complete the project: Situation Overview; General Description of the Solution; Special Considerations; Implementation, Testing; Training; and Future Considerations. Each GSD also contains a proposal section specifying the estimated number of hours for completion and the estimated lead time.

Once NMC accepts the GSD, a Detailed System Specification (DSS) may be created. This depends on the complexity of the project and the GSD's level of detail. If produced, the DSS serves as a "road map" that guides EMS and NMC personnel through the development process. All of a project's details are specified and addressed in the DSS. Before any programming is started the client has an opportunity to revise the DSS.

EMS then performs the software development activities. EMS uses a proprietary project management system for tracking the progress of each project. The Request Tracking System (RTS) is a database system developed by EMS and used internally to manage multiple projects concurrently with its clients. RTS provides EMS management with updated status reports to monitor projects closely. An additional benefit of the RTS is to provide an audit trail for all program changes and new programs as well as file schema changes or menu modifications.

To complete the project process, the software engineer who is responsible for the given project formally "closes out" the project in the RTS and files the project folder in the designated filing area at EMS.



14. EMS EDI File Reader / Toolbox / Conversion Applications

As part of EMS Diamond Support, EMS will provide an Enterprise Subscription License for our industry leading EDI Reader and Toolbox applications.

The Reader, Toolbox, and Conversion applications are stand-alone desktop utilities which allow the user to view and actively manage healthcare EDI files.

The following ANSI X12 healthcare formats are currently supported:

- 835 Electronic Remittance Advice
- 837 Health Care Claim (Professional and Institutional)
- 271 Health Care Eligibility, Coverage, Benefit Information
- 277 Health Care Claim Status Notification
- 278 Health Care Services Review
- 820 Premium Payment Remittance
- 834 Benefit Enrollment and Maintenance
- 997/999 Functional Acknowledgement

EMS will provide format updates, new features and enhancements as they become available. Installation support and training will be provided upon request.

The Enterprise Subscription License allows unlimited number of users within the organization. The subscription period will coincide with this term of the EMS Diamond Support Agreement.

15. EMS Diamond Support Coverage Hours

- EMS will provide direct telephone assistance 24 hours per day, 7 days per week
- EMS will provide email support during normal business hours (8am – 5pm EST)

EMS will document all support calls and will return problem calls with immediate assistance or by triaging the call to the appropriate staff person.

16. EMS Support Response Times

EMS will respond and resolve the issue according to the severity of the problem:

Severe – System is not functional and operations are halted. The issue will be worked on immediately until resolved.



Serious - Major component is malfunctioning but overall operations can continue. The issue will be worked on within 1 business day until completed.

Moderate – A work around is in place and operations can continue. This issue will be worked on within 3 business days until completed.

Minor – An annoyance type issue. This issue will be worked on within 10 business days until completed.

17. After Hours Support and Escalation Policy

- o EMS regular business hours are 8:00AM and 5:00PM Eastern Time, Monday through Friday, except the following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- o EMS shall provide a dedicated staff member, accessible by cellular telephone, for designated plan personnel to contact in the event a software support situation arises after regular business hours.
- o On any occasion that an NMC representative contacts an EMS staff member for after-hours support services, the EMS staff member that is on-call will either directly answer the call or return the Plan representative's call within 30 minutes of the initial call.
- o If the EMS on-call staff member does not return the support call within 30 minutes, the NMC representative will then call the next support phone number listed on the EMS Support Call List, until a live response is received.
- o EMS's on-call staff person will gather the pertinent information regarding the issue, and within 90 minutes produce a resolution plan containing EMS staff assignments and explaining measures that will be taken to resolve the issue. All resolution activities shall be jointly determined and mutually agreed upon between designated plan officials and EMS.

18. Other EMS Considerations

NMC (or Connectria) will provide a method for EMS to have multiple user remote access to the Diamond application. NMC (or Connectria) will provide a method for EMS to perform file transfers between EMS and NMC's Diamond application.

Neither NMC nor EMS shall have the right to assign its obligations under this Agreement to a third party without written consent of the other.



19. Connectria Support Hours and Response Times

All Connectria support and escalation procedures are contained within the Statement of Work and Master Services Agreement contracts that accompany this agreement.

20. Term and Monthly Costs

Term: The term of this Agreement is June 1, 2018 through May 31, 2020

Price and Payment: Plan will pay for EMS Diamond Support at the monthly rate, as defined in Attachment A.

Notices: All notices under this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, e-mail or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section.

21. Indemnification

EMS shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by EMS and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. EMS shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which EMS is obligated to indemnify, defend and hold harmless the County under this Agreement.

22. INSURANCE

Evidence of Coverage:

Prior to commencement of this Agreement, EMS shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, EMS upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, EMS upon request shall provide a certified copy of the policy or policies.



This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. EMS shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, EMS shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

16. OTHER INSURANCE REQUIREMENTS:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue



in effect for a period of three years following the date EMS completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for EMS and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of EMS's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by EMS's insurance.

Prior to the execution of this Agreement by NMC, EMS shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that EMS has in effect the insurance required by this Agreement. EMS shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

EMS shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify EMS and EMS shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by EMS to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.



23. NOTICES:

If to EMS:

Electronic Management Services, Inc.
P.O. Box 275
Clarence, NY 14031
Attn: David Cominsky
Fax: 1 (716) 626-3288
dcominsky@emscorp.biz

If to Plan:

County of Monterey, Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906
Attn: Nancy Majewski
Fax: 1 (831) 759-6536
MajewskiNS@natividad.com

24. Termination:

Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for NMC for any reason whatsoever in any fiscal year, for payments due under this Agreement, NMC will immediately notify EMS of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for NMC or are otherwise available for payments. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to EMS at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

25. Relationship of the Parties: The parties do not intend by this Agreement or their actions hereunder to become partners, joint ventures, or common shareholders and shall at all times remain independent contractors with respect to each other.

26. Confidentiality. The parties may obtain confidential information with respect to one another in connection with the performance of services under this Agreement. The parties agree to keep and maintain all such confidential information of the other party strictly confidential, except as required by California public records act.

27. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A. The parties agree that the jurisdiction for any dispute hereunder will be in the state and/or federal courts located in Monterey County.

28. Entire Agreement: This Agreement constitutes the entire understanding and contract between the parties with respect to the subject matter hereof. This Agreement may be modified only by execution of an amendment signed by both parties.



EMS Diamond Support & Development

Services Last Updated May 10, 2018

EFFECTIVE DATE OF AGREEMENT: 6/1/2018

COUNTY OF MONTEREY, NATIVIDAD MEDICAL

CENTER By _____

Its: _____

Date: _____

ELECTRONIC MANAGEMENT SERVICES, INC.

By: _____

Its: _____

Date: _____

Reviewed as to fiscal provisions

Auditor - Controller
County of Monterey

APPROVED TO FOLLOW

DEPUTY COUNTY CLERK
COUNTY OF MONTEREY



Attachment A

UNIX Hosting Services \$249 one time, \$899 per month

- o \$249.95 one time conversion charges
- o \$895.95 per month
- o EMS will sub-contract the UNIX hosting services to Connectria
- o Net 15

EMS Diamond Support Agreement

- o \$1,750 per month
- o EMS will invoice Plan monthly ten days prior to the beginning of each month.
- o Net 15

EMS Custom Services Rate

While under the EMS Diamond Support Agreement, the EMS Custom Programming and Development Rate will be at \$180 per hour. The EMS Standard Rate is \$250.00 per hour which started January 1, 2018.

For any non Diamond Support activities that EMS provides, EMS will invoice NMC (using the discounted development rate of \$180/hr) at the conclusion of each month. EMS will include a detailed activities listing with the invoice (see example provided on Attachment B).

The total amount of this Agreement shall not exceed \$98,000



Attachment B

Start Date: 11/01/2010

End Date: 11/30/2010

Activities and Accomplishments

Alameda Alliance for Health - 2965 Pricing Decision Report file - extract p

- 6.27 11/1/2010 • General Work w/ Collier - some discrepancies in emails from Toni - Collier is working firm it (Clark, Mary)
- 7.28 • Misc. Programming testing and reprogramming and testing after changes from AAH. (Smith, Collier)
- 6.28 11/2/2010 • General Work w/ Collier - review his User Doc - email to Toni (Clark, Mary)
- 6.28 • Misc. Analysis - programming and testing changes from AAH. (Smith, Collier)
- 6.28 • Misc. Documentation for project. (Smith, Collier)
- 1.28 11/3/2010 • General Work w/ Collier on changes from Toni (Clark, Mary)
- 1.28 • Misc. Programming to correct error 47 and test. (Smith, Collier)
- 1.28 • Misc. Additional programming changes from Toni for Pricing Decision Report file. (Smith, Collier)
- 6.25 11/4/2010 • General Review results w/ Collier based on emails from Toni (Clark, Mary)
- 7.28 • Misc. Programming changes and additions to conditions for Pricing Decision report. (Smith, Collier)
- 6.28 11/5/2010 • General Review Pricing Decision changes from Toni w/ Collier (Clark, Mary)
- 7.28 • Misc. Analysis and programming changes - additions for Price Decision file analysis. (Smith, Collier)
- 6.25 11/12/2010 • General review a few pricing decisions w/ Collier - don't seem to make sense - will need input from AAH or just let new person run and get their feedback (Clark, Mary)

25.25 2965 \$ subtotal

25.25 Report Total

CONNECTRIA MASTER SERVICES AGREEMENT

This Connectria Master Services Agreement ("Agreement") is entered into between Connectria, LLC, a Delaware limited liability company ("Connectria", "we", "us" or "our"), whose address is 10845 Olive Blvd., Suite 300, Creve Coeur, Missouri 63141 USA, and Electronic Management Services, Inc. ("you" or "your"), whose address is 8899 Main Street, Williamsville, NY 14221 and is effective as of date that this Agreement is signed by us (the "Effective Date"). We and you may be referred to collectively as the "parties" and individually as a "party". The parties agree as follows:

1. Defined Terms. The capitalized terms used in this Agreement shall, unless the context requires otherwise, have the meaning specified on Exhibit A, which is attached hereto and incorporated herein by reference. The term "Agreement" shall include this Master Services Agreement, any addendum to this Agreement, and all applicable Statements of Work ("SOW") executed by you and us.

2. Services.

2.1 Statement of Work/Order Form. Subject to the terms and conditions of this Agreement, we agree to provide you the services and deliverables as set forth in each SOW or Order Form (collectively the "SOW Services").

2.2 Additional Services. Subject to the terms and conditions of this Agreement, we may from time to time perform services in addition to the SOW Services including but not limited to other professional or technical services (collectively, the "Additional Services") which will be charged on an hourly fee basis or on a per unit fee basis, depending on the particular service. Such Additional Services will only be performed if approved by you and us in writing, as documented in a Statement of Work or through a support ticket.

2.3 Denial and Suspension of Service. Without limiting any other right or remedy we may have, you agree that we may suspend Services to you without notice and without liability: (a) if payment for any Services is overdue and you fail to cure such breach within four (4) Business Days after receiving notice of such breach, (b) immediately in the event of any other breach of this Agreement by you, (c) immediately if (i) we believe that the Services are being used in violation of the AUP or (ii) if you fail to cooperate with any investigation by us of any suspected violation of the AUP, (d) immediately if there is a denial of service attack on your servers or other event for which we believe that the suspension of Services is necessary to protect our network or our other customers, and/or (e) as requested by a law enforcement or a Governmental Authority. Information on our servers will be unavailable during a suspension of Services. If we suspend Services to you, such suspension shall be limited to the extent that we deem necessary to prevent continuation of the event causing such suspension.

3. Support Policies.

3.1 Technical Support. When you believe that some component of the Services being provided is experiencing a problem, you agree to complete an online support ticket as a first step whenever possible, or you may call our Network Operations Center as well.

3.2 System Administration. When you require a change or modification be made to the Services provided to you, you agree to complete an online support ticket as a first step whenever possible, or you may call our Network Operations Center as well. All Services provided by us related to any such change or modification shall be considered system administration services. For customers with a fixed number of systems administration hours per month, these systems administration services shall be charged towards your system administration hours, if any, or, if you do not have any system administration hours, then you agree to pay us for such system administration services at our then current rates in 15-minute increments. For customers that have support plans which include unlimited systems administration hours, then there will be no additional costs for us to perform systems administration services. Any system administration hours included as part of a support plan that go unused at the end of each month will lapse and do not roll over to any subsequent period. Our System Administration services do not include the following: 24/7 training; end-user support for any Services; 24/7 support for any application specific issues such as application programming or application performance tuning; technical support for Your Parties, scripting services to create automated deployments, or database administration services. These services can be provided for an additional cost, as defined in an applicable Statement of Work or Order Form.

4. Your Obligations.

4.1 Reasonable Security Precautions and Acceptable Actions. Except as provided in a Service Level Agreement, notwithstanding anything contained in this Agreement to the contrary we shall have no liability for any damages incurred by you due to a breach of security except to the extent such damages were caused by our willful misconduct. You agree to (a) use reasonable security precautions in connection with your use of the Services, and (b) if you resell any of our Services, you shall require your customers and end users to use reasonable security precautions. You shall not take any action or install any software which may preclude or impair our ability to either (i) access or administer our servers or (ii) perform our security services.

4.2 Your Data Back Up. Depending on the specific Services purchased by you, we may provide either partial or full Data backup services for you, or you may choose not to have us provide any Data backup services, on any or all of our dedicated servers, cloud servers, or cloud storage used by you, or on any of the systems that we remotely monitor or manage on your behalf. Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that we shall have no liability for loss of any Data stored on our servers by you or otherwise provided to us by you (including without limitation, any costs

to recreate lost data), except as expressly provided in our Service Level Agreement or to the extent caused by our willful misconduct.

4.3 Compliance With Applicable Laws. We agree to comply with all applicable Laws affecting our provision of the Services, and you agree to comply with all applicable Laws affecting your use of the Services. Neither party shall have any obligation to advise the other party of the other party's responsibilities in complying with applicable Laws pursuant to this Section 4.3. If you resell any of our Services, you shall require your customers and end users to comply with such Laws.

4.4 Taxes. You shall be responsible for and shall pay (or shall reimburse us on demand), for any and all Taxes that are based on or levied in connection with us furnishing or provided the Services or your use of the Services, provided however, that (i) each party shall bear sole responsibility for all Taxes on such party's own employees, capital and net income, and (ii) each party shall pay any applicable personal property taxes on property owned by such party. You shall provide any information reasonably requested by us to determine whether we are required to collect VAT (value added tax) from you, including your VAT identification number. Notwithstanding any other provisions of this Agreement to the contrary: (a) we shall not be responsible for determining if any Taxes apply to the provision of the Services by us or use of the Services by You (hereinafter the "Applicable Taxes") and you shall be solely responsible for determining the applicability of such Applicable Taxes, and collecting, remitting and reporting such Applicable Taxes; and (b) the Taxes described in clause (i) and (ii) in this Section 4.4 above shall not be included in the Applicable Taxes for purposes of clause (a) above.

4.5 Acceptable Use Policy (AUP). For any customers where we are providing dedicated servers, cloud servers, or cloud storage located within data centers that we operate, you acknowledge that you have read our Acceptable Use Policy located at http://www.connectria.com/legal/acceptable_use.php (which is incorporated herein by reference), and you agree to comply with such policy and any changes thereto which are made in accordance with the further provisions of this Section 4.5 ("Acceptable Use Policy" or "AUP"). We may change such policy by giving notice thereof to you, and we shall be deemed to have given you notice thereof on the date we give you notice thereof in accordance with Section 11.6 below. Subject to the further provisions of this Section 4.5, any such change shall be effective thirty (30) days after the date such notice is given to you. If a change to the AUP will adversely affect you in a material manner, you agree to give us written notice describing such adverse effect in reasonable detail within five (5) Business Days after the date notice of such change is given to you. We may, but shall have no obligation to, waive the portion of the change giving rise to such adverse effect by giving notice of such waiver to you within five (5) Business Days thereafter. If we do not agree to waive the change as to you within such five (5) Business Day period, then you may terminate this Agreement by giving written notice thereof to us within ten (10) Business Days after the expiration of such five (5) Business Day period, in which event this Agreement shall terminate on the last day of the calendar month after the calendar month in which such notice is given and such change shall not be applicable to you during such period. If you resell our Service, you shall require your customers and end users to comply with the AUP (including any changes thereto). You agree to cooperate with our reasonable investigation of any suspected violation of the AUP by you or any of your customers or end users.

4.6 Notices, Restrictions and Third Party Terms. You agree not to remove, modify or obscure any copyright, trademark, patent or other proprietary rights notices that appear on any software and/or Services provided by us. Subject to applicable Law, you may not reverse engineer, decompile, or disassemble any of our provided software. You acknowledge that the Services may be subject to terms and conditions imposed by third parties of software products that we are providing to you as part of the Services identified in a Statement of Work or Order Form, and you agree to be bound by, and to comply with, any such third-party terms and conditions, as terms and conditions may be changed from time to time. For example, if the applicable Statement of Work indicates that we use Microsoft software to provide the applicable Services, you agree to the applicable customer License Terms for Microsoft software published by Microsoft Corporation. If as part of the Services you are using any Red Hat software products (including updates thereto), you assent to the terms of the Cloud Services Subscription Agreement set forth at www.redhat.com/licenses/cloud_cssa/, which may be amended from time to time by Red Hat in its sole discretion. Red Hat is a third party beneficiary of this provision of this paragraph and may enforce it as if it was a party hereto.

4.7 Third Party Products. As a convenience to you, we may from time to time arrange for your purchase or license of third party software, services, and other products not included as part of the Service, and/or may provide support to you in relation to those products. Your use of third party software, services, and other products is governed by the terms of any license or other agreement between you and the third party.

4.8 Distributed Denial Of Service (DDoS) Attacks. A distributed denial of service ("DDoS") attack typically occurs when a number of servers located throughout the Internet launch an attack against a website or a server(s) in order to overload either the network or the server resources. Some, but not all DDoS attacks, can significantly impact the performance of the network under attack, and can consume sizable amounts of Internet bandwidth. If the total traffic (including attacking and non-attacking traffic) to your server(s) begins to negatively affect our network or our other customers, your Internet traffic going to the attacked server(s) may be null routed (blocked) until the attack drops to a level deemed to be acceptable by us or our third-party DDoS protection service providers. You will be responsible for any monthly Internet bandwidth usage charges or monthly data transfer charges above your contracted amounts during a DDoS attack, as calculated by us using our standard monthly data transfer calculation methods and our current rates for additional data transfer. Note: DDoS Attacks are only applicable to Internet-facing environments.

5. Fees.

5.1 SOW Services. You shall pay to us the ongoing monthly fees and one-time set up fees due under each applicable Statement of Work and/or Order Form.

5.2 Other Fees. We may provide software to you on a monthly or other basis (the "Subscription Software") such as from Microsoft, Red Hat, or VMware, among others (the "Subscription Software Vendors"). By utilizing any Subscription Software provided by us, you agree to utilize such Subscription Software according to such Subscription Software Vendor's licensing terms and conditions. Should a Subscription Software Vendor change its Subscription Software products, business model, licensing terms, fees or costs to us, you agree that (a) we may modify the Subscription Software that we can provide to you and how we can provide it to you and (b) we may revise our Subscription Software offerings and our fees and costs to you with 30 days' notice to you. Should you not agree to our revised Subscription Software offerings, fees or costs, you may terminate your use of such Subscription Software according to the terms of this Agreement or the applicable SOW.

5.3 Invoicing and Payment. We shall provide you with a monthly invoice for your fees and expenses incurred each month. Should you elect to pay via credit card, you agree to pay a credit card convenience fee. Our first invoice shall include set up fees and a prorated portion of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month. We require payment in full of the first month's fees and all setup fees before beginning any Service. Following the Service Commencement Date, monthly recurring fees shall be invoiced in advance of each month, and charged to your credit card if applicable, approximately 1-7 Business Days prior to the beginning of each month, and said charges are due upon receipt. Invoices for other recurring and non-recurring fees, if any, are due upon receipt and shall be invoiced, and charged to your credit card if applicable, immediately following the month they were incurred. Credits due under a Service Level Agreement will be: (a) applied to any outstanding balance unless none exists; or (b) applied to the invoice for the following month unless none exists; or (c) returned to you via a check or a debit to your credit card, if applicable. Payments by you to us must be made in United States dollars. Except as otherwise expressly provided in this Agreement, all fees and charges are non-refundable.

5.4 Collection. You agree to pay, or reimburse us for, our reasonable costs of collection of overdue amounts, including collection agency fees, attorney's fees, arbitration fees, arbitration costs, and court costs. Disputes as to the accuracy of an invoice must be presented in writing to us by you within forty-five (45) days of the date of the invoice, and invoices that are not so disputed within such forty-five-day time-period are conclusively deemed accurate and accepted.

5.5 Travel Fees. You will reimburse us for all reasonable travel and out-of-pocket expenses required in the fulfillment of Services provided to you under this Agreement or as identified under the SOW(s), if such expenses are approved by you in advance.

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for the term specified in the applicable Order Form or Statement of Work; subject, however, to renewal or earlier termination as hereinafter provided.

Upon the expiration of the initial term and each renewal term, the term of this Agreement shall automatically be renewed for successive periods equal to the initial period set forth on the applicable Order Form or Statement of Work unless one party gives the other party notice of its intention that the term of this Agreement not renew at least thirty (30) days before the expiration of the then-current term. In no event shall this Agreement terminate prior to all SOWs between the parties being completed, unless this Agreement is earlier terminated pursuant to Section 6.2 or Section 6.3 below.

6.2 Termination by You. You may terminate this Agreement (a) by giving notice of termination to us if we fail in a material way to provide the Services in accordance with the terms of this Agreement and do not cure the failure within thirty (30) days after your written notice describing the failure in reasonable detail, or (b) in accordance with Section 4.5 above (AUP). You may also terminate this Agreement immediately by giving written notice to us if a Bankruptcy Event occurs with respect to us.

6.3 Termination by Us. We may terminate this Agreement by giving notice to you if you breach any provision of this Agreement and fail to cure such breach within thirty (30) days after notice thereof is given to you by us (except that such cure period shall be limited to four (4) Business Days in the event of a breach due to the failure to pay any amount due hereunder), and such termination shall be effective on the date set forth in such notice. We may also terminate this Agreement immediately by giving notice to you if: (a) a Bankruptcy Event occurs with respect to you, (b) we reasonably believe that you are in violation of, or have violated, the AUP and said violation is not cured within the timeframes to cure said violations contained or described in the AUP, and/or (c) if we reasonably believe that you are infringing the Intellectual Property Rights of others or are aiding or threatening such infringement. In addition, if we are faced with a claim that the Services provided by us infringe on the Intellectual Property Rights of a third party, and we are not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, we may terminate this Agreement by giving at least sixty (60) days prior notice to you, and will not have any liability on account of such termination, except to refund amounts paid for Services not used as of the time of termination. Our termination rights provided in this Section 6.3 are in addition to any other rights and remedies available at law or in equity.

6.4 Obligations Upon Termination. Upon the expiration or earlier termination of this Agreement for any reason, (i) each outstanding SOW shall be automatically terminated without further action of the parties and (ii) you agree (a) to immediately cease using all Services, (b) to promptly release any Internet addresses assigned to you in connection with the Service (but not any URL or top level domain or domain name), and (c) that we may take steps to change or remove any such IP addresses. Subject to applicable Laws, we may delete and otherwise destroy all of your provided software, equipment and data at any time after ten (10) days after the expiration or earlier termination of this Agreement. However, if you request the return of any of your provided data files, equipment, software or materials ("Your Assets") by giving notice thereof to us on or before the expiration or earlier termination of this Agreement or within five (5) days after the expiration or earlier termination of this Agreement, then, subject to your compliance with the provisions of this Section 6.4, we will use reasonable efforts to deliver to you any of Your Assets then in our possession. You will be responsible for all costs incurred by us in connection therewith and for fees for any time spent by us

related thereto, which fees will be billable system administration hours, shipping costs, and data storage media (computer disks or magnetic tapes, for example), if applicable, and you will prepay us for our estimated amount of such costs and fees upon our request. If addition, if in order to return Your Assets, we need to purchase any additional equipment, software or services, you agree to bear all costs related to such equipment, software or services (the "Additional Costs"), and shall advance to us the monies to pay the Additional Costs, if you are requested to do so by us. We agree to obtain your consent to the Additional Costs prior to incurring them, and you will have sole discretion to approve the Additional Costs in advance.

6.5 Termination Assistance. Should you request assistance to transition and migrate the Services to another vendor chosen by you (the "Migration Services"), we will use commercially reasonable efforts to provide the Migration Services to you, utilizing our employees, on a time and materials basis at the hourly rate of \$150.00 per hour. Commercially reasonable efforts shall exclude us engaging or utilizing any person or entity who is not then employed by us; provided, however, that nothing contained herein shall prevent you from engaging third parties to assist in such migration. In addition, we agree to cooperate with such third parties in our performance of the Migration Services, specifically as it relates to the migration of your Data, as requested by you. We shall consider the request for each Migration Service independently of the requests for other Migration Services. The determination as to commercial reasonableness shall include consideration of (i) the reasonable availability of our staff at the time of the request and (ii) our reasonable belief whether our staff has the level of knowledge and experience necessary to provide the applicable Migration Service. If we believe it is not commercially reasonable to perform the requested Migration Service, we shall notify you as to the particular Migration Service and the reason why we cannot perform such Migration Service. In the event the reasonable availability of our staff at the time of the request is the reason we cannot perform a particular Migration Service, we shall negotiate in good faith with you as to the soonest mutually agreeable timeline for the provision of such requested Migration Service. Notwithstanding anything in this Agreement to the contrary, in no event shall we be required to, or be under any obligation to, (a) disclose or provide any of our confidential information, proprietary information, trade secrets or intellectual property to any person or entity, (b) provide training or knowledge transfer to any other hosting vendor, or (c) provide any troubleshooting, engineering, or support with any systems or networks outside of our data centers. Notwithstanding the foregoing, if we terminate this Agreement pursuant to Section 6.3, we shall not be obligated to provide any Migration Services unless and until (i) you have paid to us all undisputed amounts owed as of the termination date of the Agreement and (ii) you pay us for Migration Services in advance each month.

7. Warranties, Disclaimer and Limitations of Liability.

7.1 General. We agree to perform the Services in a professional and workmanlike manner using sound principles, accepted industry practices and sufficiently competent personnel in the performance of Services hereunder. Each party represents and warrants to the other party that (a) such party has all necessary corporate or limited liability company power, business licenses, authority and capacity to enter into this Agreement and to perform and fulfill each of such party's obligations hereunder, (b) such party shall exercise its rights and perform its obligations under this Agreement in accordance with all applicable Laws, (c) there is no outstanding claim, litigation, proceeding, arbitration, investigation or material controversy to which such party is a party that would reasonably be expected to have a material adverse effect on such party's ability to enter into this Agreement or perform any of its material obligations hereunder, (d) such party's execution, delivery and performance of its obligations under this Agreement does not and will not violate any judgment, order or decree and does not and will not constitute a material default under any of its existing contracts, and (e) the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary corporate or limited liability company action, and this Agreement constitutes a legally valid and binding obligation of such party enforceable against it in accordance with its terms except as such enforcement may be limited by applicable Law. We represent and warrant that the Services (excluding any third party products) provided by us do not and will not infringe on the Intellectual Property Rights of any third party. You represent and warrant that your use of the Services and your Data (as defined in Section 4.2) do not and will not infringe on the Intellectual Property Rights of any third party.

7.2 Disclaimer. All Services and any third party products are provided to you on an "AS IS, AS AVAILABLE" basis. Notwithstanding anything contained in this Agreement to the contrary, except as set forth in the first sentence of Section 4.1 or the last sentence of Section 4.2, we make no representations or warranties relating to any Services or any third party products including, without limitation, any warranties that (a) the operation of the Services or third party products will be uninterrupted, error free or secure, or (b) any or all defects in the Services or third party products will be corrected. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AVAILABILITY, SECURITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE WITH RESPECT TO ANY AND ALL SERVICES AND ALL THIRD PARTY PRODUCTS. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO ANY AND ALL SERVICES AND ALL THIRD PARTY PRODUCTS. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 7.2 SHALL LIMIT OUR OBLIGATION TO CREDIT YOU ANY AMOUNTS THAT MAY BE DUE UNDER ANY APPLICABLE SERVICE LEVEL AGREEMENT.

7.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SOW(S), ANY SERVICE LEVEL AGREEMENT ("SLA"), ANY BUSINESS ASSOCIATE AGREEMENT OR OTHERWISE (COLLECTIVELY THE "SECTION 7.3 AGREEMENTS"), THE PARTIES AGREE AS FOLLOWS:

1. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL (INCLUDING LOST BUSINESS AND PROFITS), OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. EXCEPT FOR ANY SERVICE LEVEL CREDITS GRANTED PURSUANT TO A SERVICE LEVEL AGREEMENT, IN NO EVENT WILL WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES OR SUPPLIERS BE LIABLE FOR (A) THE COST OF COVER OF SUBSTITUTE SERVICES, OR (B) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, BUSINESS INTERRUPTION AND/OR THE LOSS, DELAY OR INABILITY TO USE ANY SERVICES.

3. IN ALL EVENTS, OUR MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR CLAIMS RELATING TO THE SECTION 7.3 AGREEMENTS AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) THE AMOUNT OF FEES PAID BY YOU HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) AN AMOUNT EQUAL TO THE MONTHLY FEE APPLICABLE TO THE SERVICES FOR THE MONTH IN WHICH THE EVENT(S) GIVING RISE TO THE CLAIM OCCURRED (WHETHER OR NOT SUCH FEE WAS PAID BY YOU). IN ANY JURISDICTION IN WHICH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7.3 ARE RESTRICTED, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS SECTION 7.3 AND THE PROVISIONS OF SECTION 8, THE PROVISIONS OF THIS SECTION 7.3 SHALL GOVERN AND CONTROL.

7.4 Risk Allocation. The provisions of this Section 7 represent a reasonable allocation of the risks under this Agreement. Our willingness to enter into this Agreement and provide the Services contemplated by this Agreement reflects this allocation of risk and the limitations of liability specified herein.

8. Indemnification.

8.1 Indemnified Parties. Subject to the terms and conditions of this Agreement, we agree to indemnify, defend and hold you and your officers, directors, attorneys, agents, and employees (each a "Section 8 Indemnified Party") harmless from and against any and all Claims and Costs that any Section 8 Indemnified Party may incur or may be subject under any theory of legal liability to the extent arising out of or related to a breach of this Agreement by us. Subject to the terms and conditions of this Agreement including but not limited to Section 7.3, you agree to indemnify, defend and hold us, our parents, subsidiaries, and affiliates and each of their respective officers, directors, attorneys, agents, and employees (each an "Indemnified Party") harmless from and against any and all Claims and Costs that any Indemnified Party may incur or may be subject under any theory of legal liability to the extent arising out of or related to (a) the actual or alleged use of the Services in violation of, or by any allegation which, if true, would constitute a violation of, (i) the AUP and/or (ii) any applicable Law, in each instance by any Person regardless of whether such Person has been authorized to use the Services by you, (b) a breach of this Agreement by you, or by any allegation which, if true, would constitute a breach of this Agreement by you, or (c) an actual or alleged claim of infringement by you of a third party's intellectual property.

8.2 Third-Party Claims. If any third party claim is commenced against a Person entitled to indemnification under this Section 8 (the "Indemnified Party"), notice thereof shall be given to the indemnifying party (the "Indemnifying Party") as promptly as practicable. If, after such notice, the Indemnifying Party acknowledges that this Agreement applies with respect to such claim, then the Indemnifying Party shall be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days prior to the date on which a response to such claim is due, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. The Indemnifying Party shall not settle any claim without the consent of the Indemnified Party except to the extent (i) settlement involves no remedy other than the payment of money by the Indemnifying Party, (ii) the terms of the settlement forever discharge and release Indemnified Party from all liability for all claims brought or which could have been brought, and (iii) the settlement contains no admission of wrongdoing or any acknowledgment of improper acts or omissions of any kind. If the Indemnifying Party does not assume full control over the defense of a claim subject to such defense as provided in this Section, the Indemnifying Party may participate in such defense, at its sole cost and expense, and the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate.

9. Confidentiality.

9.1 Definition of Confidential Information. The term "Confidential Information" means, subject to the further provisions of this Section 9.1 and to Section 9.2 below, any and all nonpublic information, in any form or medium, tangible or intangible and whether communicated by or on behalf of one party (each a "Disclosing Party") to the other party (each a "Receiving Party") that (i) if disclosed in tangible form, is conspicuously marked or otherwise designated "confidential" to the Receiving Party, or (ii) if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure. Our Trade Secrets and all Feedback shall be considered our Confidential Information and owned by us.

9.2 Exclusions. The term "Confidential Information" does not include information, however designated, that (a) is or subsequently becomes generally known or available by publication, commercial use or otherwise without the Receiving Party's breach of any obligation owed to the Disclosing Party, (b) is known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party without any restriction on the Receiving Party's further use or disclosure, (c) becomes known to the Receiving Party from a source other than the Disclosing Party without any restriction on the Receiving Party's further use or disclosure and other than by the breach of an obligation of confidentiality owed to the Disclosing Party, and/or (d) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The parties agree that "Confidential Information" does not include PHI, electronic PHI, and any other similar information which is governed by a Business Associate Agreement between you and us.

9.3 General Obligations. Subject to the further provisions of this Section 9.3 and to Section 9.4 below, the Receiving Party agrees that during the term of this Agreement and for a period of three (3) years thereafter it will (a) refrain from disclosing any Confidential Information of the Disclosing Party, (b) take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party, and (c) refrain from using the Confidential Information of the Disclosing Party except in furtherance of its obligations under this Agreement or as necessary to exercise the rights granted to it under this Agreement; provided, however, that your obligations under this Section 9.3 shall continue indefinitely beyond such three (3) year period with respect to Our Trade Secrets until such time as Our Trade Secrets no longer constitute trade secrets under applicable Law. We may disclose your Confidential Information to our service providers, agents and representatives who are bound by confidentiality restrictions at least as restrictive as those stated in the Agreement. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information or other information regarding a party or a party's customers or end users shall not be prohibited to the extent such disclosure: (a) is in response to a valid order of a Governmental Authority (i.e. a subpoena in a civil action), provided however, that the Receiving Party shall, if permitted by applicable Law, promptly give notice to the Disclosing Party of such order to allow the Disclosing Party the opportunity to obtain a protective order or other appropriate remedy, at the Disclosing Party's expense and/or waive compliance with the provisions of Section 9 of this Agreement with respect to such disclosure, or (b) is otherwise required to be disclosed by applicable Law.

9.4 Requests for Your Information. Notwithstanding anything contained in this Agreement to the contrary, we may, upon notice to you (unless such notice is prohibited by applicable Law), (a) report to the appropriate authorities any conduct by you or any of your customers or end users that we believe violates applicable Law, and (b) subject to the provisions of the last sentence of Section 9.3, provide any information, including Confidential Information, we have about you or any of your customers or end users in response to a request from a law enforcement or Governmental Authority.

10. Ownership.

10.1 General. Subject to the further provisions of this Section 10.1, each party acknowledges and agrees that: (i) nothing in this Agreement transfers ownership in any of such party's Intellectual Property Rights to the other party and (ii) each party owns their respective Intellectual Property Rights. We acknowledge that you own, and shall continue to own, any and all Data which you store on our servers, and nothing in this Agreement shall transfer ownership of your Data to us. You acknowledge and agree that (a) we own, and shall continue to own any and all Intellectual Property Rights (including, without limitation, all of Our Trade Secrets) that we may utilize or develop in the course of performing the Services, and (b) you do not acquire any ownership interest or rights to possess our server(s) or other hardware, and you do not have any right of physical access to the hardware. You agree not to contest any our Intellectual Property Rights relating to the Services. To the extent you have or obtain any Intellectual Property Rights in or to any Feedback, you shall be deemed to assign all right, title and interest therein, if any, to us as of the date such right first vests in you.

10.2 Our Trade Secrets. In the course of providing Services to you, we may disclose (or you may otherwise learn, obtain knowledge or gain access to one or more of Our Trade Secret. The parties agree that Our Trade Secrets (x) are not generally known to, and are not readily ascertainable by proper means by, you or by third parties, (y) derive independent economic value to us from not being generally known to, and not being readily ascertainable by proper means by, you or by third parties, and (z) are the subject of substantial efforts by us to maintain their confidential nature. You further acknowledge and agree that third parties would obtain economic value from the disclosure of Our Trade Secrets to them. You agree not to contest our designation of any of Our Trade Secrets as trade secrets under applicable Law.

11. Miscellaneous.

11.1 Insurance. We shall, at our expense, carry and maintain in effect the following insurance during the term of this Agreement with minimum limits that can be attained by a combination of liability policies, as follows:

11.1.1 Workers' Compensation Insurance as required by the state in which our main office is domiciled, and any other state(s) where we will be performing Services under this Agreement.

11.1.2 Commercial General Liability Insurance, Equipment (including Products/Completed Operations, and Contractual Liability coverage) with at least limits of \$1,000,000 limit per occurrence, \$1,000,000 personal and advertising injury limit and an aggregate limit of \$5,000,000.

11.1.3 Automobile Liability, with at least combined single limit of \$5,000,000 and an annual aggregate limit of \$5,000,000.

11.1.4 Professional liability insurance (including cyber liability), with limits not less than \$5,000,000 per claim and \$5,000,000 annual aggregate limit, with a deductible not to exceed \$250,000.

11.1.5 Blanket Crime Coverage, including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of yours caused by theft or forgery by our identifiable employees acting alone or in collusion with others - \$1,000,000 each single loss.

11.1.6 All-risk property insurance covering loss or damage to our solely owned or leased Equipment, regardless of where located, and other property in an amount not less than the full replacement cost of such Equipment.

11.1.7 Employers Liability - \$1,000,000 each employee for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

We shall produce a certificate of insurance upon request showing the required coverage is currently in force and name you as additional insured on the Commercial General Liability Insurance coverage, and will give you thirty (30) days' advance notice of any cancellation or material change in such coverage.

11.2 Our Use of Your Name. We may publicly disclose that we are providing Services to you and may include your name and other identifying information in a customer list in promotional materials, including in press releases and on our web site.

11.3 Amendment. Except as provided in Section 4.5 above with respect to the AUP, this Agreement may not be changed, modified, amended, rescinded, canceled or waived, in whole or in part, except pursuant to a writing signed by the parties. Accordingly, no course of conduct shall constitute an amendment hereto.

11.4 Governing Law/Arbitration. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Missouri and the federal laws of the United States, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. The parties will attempt in good faith to resolve any disputes under this Agreement. Each party will designate an officer with the responsibility and the authority to resolve the dispute. These officers will meet within fifteen (15) days after the request to identify the scope of the dispute and the information needed to discuss and attempt to resolve such dispute. These officers will then gather relevant information regarding the dispute and will meet to discuss the issues and to negotiate in good faith to resolve that issue. If the parties are unable to resolve the dispute within thirty (30) days after the specific meeting of the designated officers as specified above (or such longer time as the parties agree), then the dispute will be resolved by binding arbitration under the terms of this Section 11.4, except as set forth herein. Such arbitration will be conducted in St. Louis County, Missouri, in accordance with the rules then in effect of the American Arbitration Association ("AAA") by an arbitrator who (a) has substantial data processing and/or information technology experience and (b) is appointed in accordance with such rules (or is mutually agreed upon by the parties). The arbitration, while subject to the rules of the AAA, does not have to be administered by the AAA (unless both parties mutually agree to it). The award rendered by the arbitrator will be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. The failure of either party to exercise any rights granted hereunder shall not operate as a waiver of any of those rights. This Agreement concerns transactions involving commerce among the several states. The arbitrators will not be empowered to award punitive damages. If this Agreement is found not to be subject to arbitration, the parties knowingly and willingly waive any right they have under applicable Law to a trial by jury in any dispute arising out of or in any way related to this Agreement or the issues raised by that dispute.

Notwithstanding anything contained in this Agreement to the contrary including the preceding provisions of Section 11.4, (i) we may bring any action against you with respect to the collection of outstanding payment obligations (the "Section 11.4 Matters") in the state courts sitting in St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri, without any requirement or obligation to utilize the provisions referenced in the first paragraph of Section 11.4 above and (ii) the parties consent to exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts) with respect to Section 11.4 Matters. Each party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or related to the Section 11.4 Matters.

11.5 Survival. Each provision of this Agreement that would by its nature or terms survive any termination of this Agreement shall survive the expiration or earlier termination of this Agreement, regardless of the cause. Such provisions include, without limitation, Sections 4, 5, 6, 7, 8, 9, 10, and this Section 11. Any action of any kind arising out of or in any way connected with this Agreement, other than collection of outstanding payment obligations by us, shall be barred unless such action is commenced within two (2) years of the date upon which the cause of action accrues.

11.6 Notices and Your Contact. All notices given hereunder including, without limitation, notices of address change shall be given in English and in writing. Notices by you to us under the Agreement shall be entered into our Customer Portal/Supporting Ticketing System. Subject to Section 4.5 above, notices by us to you shall be (i) entered into our Customer/Portal/Supporting Ticketing System, or (ii) given by other means reasonable under the circumstances, including an e-mail to a known contact. Any notices given in accordance with this Section 11.6 shall be deemed given on the day delivered, or if that day is not a Business Day, on the first Business Day following the day delivered. Notices given by email to you shall be deemed delivered on the date they are sent, whether or not that day is a Business Day. Upon notice by a party to the other party in accordance with the provisions of this Section 11.6, such party may change its notice address.

11.7 Force Majeure. We shall not be responsible or liable for any damages, delays, or other failures to fulfill our obligations hereunder as a result of events or circumstances beyond our reasonable control including, without limitation, delays due to third party vendors, war, fire, strike, riot or insurrection, attacks (nuclear, cyber, chemical or biological), natural disaster, delay of

carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of materials or equipment from suppliers, failures or blackouts, labor disputes, and/or other occurrences whether or not similar to those listed above.

11.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by you (whether by operation of law or otherwise) without our prior written consent, whose consent shall not be unreasonably withheld. We may assign this Agreement without the consent of you, in whole or in part. For the avoidance of doubt, we may, in our sole discretion, delegate performance of all or any part of our obligations hereunder to subcontractors or independent consultants of our choosing. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11.9 Construction. All captions contained in this Agreement shall not be deemed to be part of this Agreement when interpreting or enforcing this Agreement. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder", "herein", "hereby", and similar terms refer to this Agreement.

11.10 Relationship of Parties. Each party is acting only as an independent contractor and assumes full responsibility for each of such party's employees and shall be solely responsible for the payment of compensation to such party's personnel and maintaining all required workers' compensation liability insurance for such personnel. This Agreement does not constitute either party hereto as the agent or legal representative of the other party and does not create a partnership or joint venture between them. For the avoidance of doubt, this Agreement is non-exclusive. We may provide service to any Person, including any competitor of yours.

11.11 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then, each provision not so affected shall be enforced to the extent permitted by Law.

11.12 Waiver. A party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a "course of dealing" or a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. No waiver shall be binding upon a party unless it is in writing and signed by such party. Such waiver shall apply only to the specific default or the instance specified, and a waiver of any default shall not waive any other default, whether or not similar to the default waived. The rights granted the parties are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to such party under the circumstances.

11.13 Cumulative Remedies. Except as expressly provided herein (including, without limitation, any applicable Service Level Agreement), no right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

11.14 Availability of Equitable Relief. The parties acknowledge and agree that noncompliance with the terms of this Agreement may cause irreparable injury to the other party for which the other party will have not an adequate remedy at law, and that the other party shall therefore be entitled to apply to a court for extraordinary relief, including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance. Subject to the provisions of this Agreement, nothing contained in this Section 11.14 shall prohibit either party from pursuing any other legal or equitable remedy available to it.

11.15 Non-solicitation. For the term of this Agreement and thereafter for a period of one (1) year immediately thereafter, neither you nor us will directly or indirectly solicit to hire, employ, contract with or engage the services of any of the other's employees performing duties related to this Agreement or with whom you or us have had direct contact. This provision shall not restrict in any way your or our right to solicit or recruit generally in the media or on the Internet, but shall prohibit you and us from hiring, employing or engaging the other's employees who answers any advertisement or who would otherwise voluntarily apply for hire without having been personally solicited or recruited by you or us. If you or we breach the provisions of this Section 11.15 (the "Breaching Party"), in addition to any other right the other party may have at law or in equity, the Breaching Party shall make a one-time payment to other party in the amount of fifty percent (50%) of the employee's base salary for one year. If any court or arbitrator determines that the foregoing provisions are unenforceable because of its duration or scope, the court or arbitrator has the power to reduce the duration or scope of the provisions, as the case may be, so that in its reduced form the provisions are enforceable. Such power includes the authority to reform these provisions by rewriting them, if required, so that they conform with applicable Law and carry out your and our intentions under this Agreement.

11.16 Reliance. We will not be liable for any failure to meet our obligations under this Agreement if such failure is attributable to: (a) infringements of third party proprietary rights or third party Intellectual Property Rights by you or any of your employees, representatives, agents or subcontractors; (b) violations of Law by you or any of your employees, representatives, agents or subcontractors; (c) any failures or defects in (i) any of your software that you provide to us, (ii) any of the hardware you provide to

us, or (iii) any equipment not under our control. Further, in performing our obligations under this Agreement, we will be entitled to rely upon any instructions, authorizations or approvals provided by you to us, and we shall not incur any liability or responsibility of any kind in relying on or complying with any such instructions, authorizations, or approvals.

11.17 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

11.18 Data Encryption. If you or any of Your Parties transmit to, maintain or store on Applicable Servers any Protected Information, you acknowledge and agree that (i) our Services provided hereunder do not involve any use or disclosure of Protected Information to us and that we do not need access to, and agree not to access (except as may be required in order for us to perform the Services for you), Protected Information to provide the Services hereunder, (ii) upon commencement of this Agreement, you shall notify us in writing of the specific location(s) and application(s) on Your Protected Information Locations and throughout the term of this Agreement shall also immediately notify us in writing of any changes to Your Protected Information Locations, and (iii) at all times during the term of this Agreement, neither You nor any of Your Parties shall store or maintain any Protected Information on any Applicable Server without obtaining our prior written consent as to the specific Your Protected Information Location where such Protected Information will be stored or maintained.

You also agree that: (a) You shall, and shall ensure that Your Parties at all times shall, transmit to, maintain and store any Protected Information on Applicable Servers only in an encrypted format, which encryption shall at all times comply with applicable standards issued by the DHHS with respect to PHI, Payment Card Industry Data Security Standards with respect to Cardholder Data and all other applicable legal and any regulatory authority issued requirements and Laws regarding any data which constitutes Protected Information under this Agreement to render the foregoing Protected Information unusable, unreadable or indecipherable to unauthorized individuals, (b) You shall ensure that Your Parties maintain security of their account information, and that any Protected Information entered by any of Your Parties on Applicable Servers shall be encrypted in the manner described in subsection (a) of Section 11.18 above, it being agreed that you shall be liable for any failure of Your Parties to comply with such requirements as specified herein, (c) You shall at all times comply with the requirements of the HIPAA, Payment Card Industry Data Security Standards and any state data privacy and security and other applicable Laws related to Protected Information and shall ensure that Your Parties shall at all times comply with such requirements and Laws, (d) Except as set forth in the last sentence of this paragraph, you shall at all times utilize, at your cost, all appropriate security measures which are offered or recommended by us in order to safeguard Protected Information and shall ensure that Your Parties utilize such measures, (e) while you may request assistance from us to setup encryption for the Protected Information to be transmitted to, maintained or stored on Applicable Servers, you are solely responsible to ensure that said Protected Information is encrypted at all times consistent with the requirements set forth herein; and (f) You shall not and shall ensure that Your Parties shall not at any time (1) transmit to, maintain or store on Applicable Servers any Protected Information in unencrypted form, causing such Protected Information to be considered unsecured or otherwise usable, readable or decipherable to unauthorized individuals, (2) disclose or provide access to us any encryption key(s) or process that may be used to unencrypt the encrypted Protected Information, or (3) provide access to us to any application(s) residing on our server(s) or any other Person's server(s) which stores Protected Information except as required by us to provide the Services. Notwithstanding subsection (d) of this paragraph, you may choose not to implement certain security measures which are offered or recommended by us in order to safeguard Protected Information, all subject to your indemnification obligations to us set forth below in this Section 11.18.

Notwithstanding any other provision of this Agreement, you agree that if (i) you breach this Section 11.18 or are alleged to have breached this Section 11.18 (including, without limitation, any failure or alleged failure by you or Your Parties to encrypt any Protected Information transmitted to or stored or maintained on Applicable Servers consistent with the standards specified in this Section 11.18) or if you choose not to implement certain security measures which are offered or recommended by us in order to safeguard Protected Information as provided above (collectively, "Breach"), and (ii) such Breach or alleged Breach by you or Your Parties subjects us to compliance with any Laws or to any Claims and Costs including, without limitation, claims related to any incident of such unencrypted Protected Information being or potentially being accessed or acquired by any unauthorized Person, you shall be solely responsible for all Claims and Costs incurred by us resulting therefrom and shall hold harmless, defend and indemnify us for any and all Claims and Costs associated with or arising out of such Breach or alleged Breach. The provisions of this Section 11.18 only apply if you, yourself or through any of Your Parties, transmit to, maintain or store any Protected Information on Applicable Servers.

11.19 PHI Disclosure by You. Upon signing this Agreement, are you planning to store with us any PHI, or will we potentially have access to PHI on your systems that we remotely monitor, manage or access? (Please put an "X" below on the appropriate line to signify your response, and sign your Initials)

Yes _____ Not At This Time _____ Initials _____

If you selected "Yes" above, then we and you agree to sign a Business Associate Agreement ("BAA") on mutually agreeable terms that is in compliance with applicable Laws if you and we have not previously signed a BAA; or if you and we have previously signed a BAA, then you and we agree to amend the BAA as necessary to be in compliance with applicable Laws.

If you selected "Not At This Time" above, then you hereby represent, warrant and covenant to us that prior to storing PHI with us or providing us with access to PHI in the future, you will notify us of your desire to store PHI or provide us access to PHI and the parties shall sign a BAA on mutually agreeable terms prior to you storing PHI with us or providing us with access to PHI.

If you do not select "Yes" and do not select "Not at This Time" in this Section 11.19, it will be presumed that you have selected "Not at This Time" and you are not storing PHI with us nor will you provide us with access to PHI.

11.20 Payment Card Industry Services (PCI Services). If pursuant to a SOW, you have either (i) contracted with us to provide services which facilitate the processing of credit card, debit card or other payment transactions for you, your customers or your employees, or (ii) you have contracted with us to otherwise host, transmit, maintain, store or dispose of Account Data (collectively referred to as the "PCI Services"), we will apply the controls described in and comply with the Payment Card Industry (PCI) Data Security Standard (DSS), or any successor thereto, as applicable to the services we are providing to you. During the term of this Agreement for as long as we are providing PCI Services to you, on an annual basis, we will engage an independent auditor qualified by the PCI Security Standards Council, or any successor thereto, to test and certify that our services which are subject to PCI Compliance, comply with PCI DSS and will provide you with a copy of each certification. For purposes of this Agreement, "Account Data" has the meaning defined in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations and Acronyms Version 3.0 (January 2014), or any successor thereto.

11.21 Complete Agreement. This Agreement constitutes the complete and final agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and merges all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written, with respect to the subject matter hereof. Accordingly, any terms and conditions on or attached to your purchase orders shall be of no force or effect. No representations have been made to induce either party to enter into this Agreement except for the representations set forth in this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. By signing below, the parties agree to be bound by this Agreement.

This Agreement has been signed as of the Effective Date.

THIS AGREEMENT CONTAINS BINDING ARBITRATION, JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.

Electronic Management Services, Inc. ("You")

Connectria, LLC ("We" or "Us")

Signature

Signature

Name

Name

Title

Title

Date

Date

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EXHIBIT A TO CONNECTRIA MASTER SERVICES AGREEMENT

Each of the following terms shall have the respective meaning set forth below, whether employed in the singular or plural, unless the particular context in which a term is used clearly indicates otherwise:

"Affiliate" means, with respect to a party, any Person that now or hereafter, directly or indirectly controls, is controlled by, or is under common control with, such party. The term "control", and its variations, for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management of the subject entity, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Servers" means any physical or virtual information systems housed remotely at your location, remotely at a third-party's location(s), or within our facilities, which may be used by you or Your Parties to transmit to, maintain, store, use or access Protected Information.

"Bankruptcy Event" mean, with respect to a party, (a) if such party voluntarily files a petition for relief under the Bankruptcy Code, (b) if an order for relief under the Bankruptcy Code is entered against such party following the filing of an involuntary petition for relief under the Bankruptcy Code against such party, (c) if such an involuntary petition is filed against such party and the proceeding initiated by such filing is not terminated within sixty (60) days after the day on which such an involuntary petition is filed, (d) such party makes an assignment for the benefit of such party's creditors, (e) if a receiver is appointed for such party or any of such party's assets, or (f) if any of such party's assets are attached or foreclosed.

"Business Associate Agreement" means any Business Associate Agreement signed by both of the parties. For the avoidance of doubt, there may not be any Business Associate Agreement.

"Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m., central U.S. time, excluding any day that banks in the United States are required or permitted to be closed.

"Cardholder Data" means, any payment card magnetic stripe data (track data), primary account number, cardholder name, expiration date, service code, pin number, pin blocks, card validation codes/values (CAV, CVC, CVV, CSC, CID, CAV2, CVC2, CVV2) or other authentication data (each term as defined or used by the Payment Card Industry Data Security Standard).

"Claims and Costs" mean claims, demands, liabilities, obligations, losses, damages, penalties, sanctions, causes of actions, expenses, losses, fines, amounts in interest, expenses and disbursements of any kind and nature whatsoever, including, without limitation, any and all reasonable attorneys' and expert witness fees and court costs.

"Data" means any software, content, and any other information stored on dedicated servers, cloud servers, or cloud storage used by you and managed by us.

"DHHS" shall mean the United States Department of Health and Human Services.

"Feedback" means all comments, instructions, suggestions, information, and/or other feedback to us respecting any Services and/or otherwise.

"Governmental Authority" means any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, or judicial or administrative body, whether domestic, foreign, or international.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated by DHHS pursuant thereunder and the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder, as may be amended from time to time.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights and their associated goodwill; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence.

"Law" or "Laws" shall mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, requirement or other binding restriction of or by any Governmental Authority, including without limitation, all applicable import, re-import, export, and re-export control Laws, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control, including any modified or supplemented version of the foregoing and any newly adopted Law replacing a previous Law

"Order Form" means any one or more documents, each designated as an "Order Form", that incorporate this Agreement by reference. For the avoidance of doubt, there may not be any Order Forms.

"Our" or "OUR" or "our" means Connectria, LLC.

"Our Designated Trade Secrets" mean (a) our unpublished margin and pricing data, (b) our vendor pricing, terms and agreements, (c) our audit and security reports including, without limitation all content of such reports and the "look and feel" of such reports, (d) our server and network configuration designs, and (e) without limiting the generality of the foregoing, Our Hosting Tools.

"Our Hosting Tools" mean certain tools, methods and techniques used by us to deliver our uniquely high levels of performance, security, cost-effectiveness, and reliability with respect to our hosting services and otherwise.

"Our Trade Secrets" means, collectively, (a) Our Designated Trade Secrets, and (b) all other information that constitutes a trade secret of Connectria, LLC under applicable Law.

"Person" shall mean any individual, partnership (whether general, limited or otherwise, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any other entity.

"Personal Information" shall mean (i) any Cardholder Data, (ii) any personally identifiable information, (iii) any personal information as the term "personal information" may be defined under any applicable state data security or data breach Laws, or (iv) any "personal data" as defined in EU directive 95/46/EC.

"PHI" means Protected Health Information as this term is defined in HIPAA.

"Protected Information" shall mean Personal Information and PHI.

"Protected Information Locations" mean the Applicable Servers where You or any of Your Parties store or maintain Protected Information.

"Services" means the SOW Services, any Additional Services, and any other services provided by us to you hereunder.

"Service Commencement Date" means the date we contact you and provide access codes and passwords for use in connection with the Services or as otherwise indicated in a Statement of Work.

"Service Level Agreement" means any one or more our Service Level Agreements that are attached hereto or are otherwise incorporated by reference in, as applicable, the Statement of Work or Order Form.

"Statement of Work" any one or more documents, each designated as a "Statement of Work" that incorporate this Agreement by reference. For the avoidance of doubt, there may not be any Statements of Work.

"Taxes" means any and all present or future taxes or assessments of any kind or nature, however denominated, imposed or collected by any Governmental Authority, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Us" or "US" or "us" mean Connectria, LLC.

"We" or "WE" or "we" mean Connectria, LLC.

"You" or "YOU" or "you" or "Your", "your" or "YOUR" means the entity or company identified on Page 1 as the other party (besides Connectria, LLC) to the Agreement.

"Your Parties" mean any party accessing, using, disclosing, transmitting to, maintaining or storing Protected Information on the Applicable Servers on behalf of you or with your permission.

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SERVICE LEVEL AGREEMENT (EXCLUDING MANAGED AMAZON WEB SERVICES & MANAGED MICROSOFT AZURE SERVICES)

This Service Level Agreement ("SLA") only applies to our hosting services being provided from Connectria's data centers. Please note that any Remote Monitoring services, Remote Management services, Managed Amazon Web Services solutions or Managed Microsoft Azure services are addressed by separate Service Level Agreements). Connectria, LLC ("we", "Connectria", "us" or "our") offers a Service Level Credit ("SLC") to you should we not meet our strict standards for reliability, security and support.

100% Network Uptime Guarantee

We guarantee that our network (which is defined as our routers, switches, cabling and Internet connectivity) will be available 100% of the time in a given calendar month. Should 100% network uptime not occur, we will refund 5% of your monthly service fees for those servers affected, for each 30 minutes of network downtime experienced up to 50% of the monthly service fees for your servers that are affected. Network downtime will be measured from the time when a Connectria trouble ticket is opened by you. This guarantee excludes any downtime caused by: you; any scheduled downtime taken by us; the network interface card (NIC) within your server; firewalls; load balancers; security devices; packet loss outside of our network; network attacks including but not limited to Denial of Service (DoS) attacks; and any services or software running on your server(s).

100% Secure Guarantee

We will guarantee that if a server of yours is protected by our Managed Hosting Plan or higher, (a) such server will not get hacked or compromised, and (b) if such server gets hacked or compromised, we will refund to you 5% of the monthly fees for the hacked or compromised server for each 30 minutes of downtime associated with correcting the security issue (up to 50% of your monthly fees for the affected server). Downtime shall be measured from the time you open a trouble ticket and such time as the security issue is contained, isolated, corrected or resolved. This 100% Secure Guarantee shall not apply if you disrupt or disable any of our security features or if you take any action or allow any action to be taken which compromises the security of the server.

Server & Cloud Computing Uptime Guarantee

We provide the following guarantees: A.) our server hardware for Dedicated Servers & Silver Cloud Computing solutions will be available 99.9% of the time in a given month, and B.) our Gold Cloud Computing solutions will be available 99.99% in a given month. Should you not experience these uptime levels, we will refund to you 5% of your monthly service fees for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected Dedicated Server, or Cloud Computing Solution). Downtime exists when your Dedicated Server or Cloud Computing Solution is unavailable due to hardware failure and is measured from the time the Dedicated Server or Cloud Computing Solution goes down until the time it is back online, excluding any scheduled downtime. These guarantees apply to all of our Cloud Computing Solutions and only apply to Dedicated Servers that have redundant hot-swap power supplies and RAID-1, RAID-5, RAID-6 or RAID-10 protected hot-swap disks. These guarantees do not apply to: i.) any software or operating system related issues; ii.) failed disk drives that are not RAID protected; iii.) a failed redundant power supply or failed RAID-protected disk so long as the other power supply or RAID-protected disk(s) are functioning properly; or iv.) any remote consoles or other "out-of-band" management devices. This guarantee does not apply to any time required to rebuild a RAID disk array or the time required to restore or reload any software or data to the affected Dedicated Server or Cloud Computing Solution.

1-Hour Hardware Replacement Guarantee (Intel-Based Servers)

We will guarantee to replace any failed hardware components for any Dell, IBM/Lenovo or HP Intel-based servers provided by us with like or similar hardware at no cost to you within one hour of problem identification. If it takes us longer than one hour to replace any failed Dell, IBM/Lenovo or HP hardware component after problem identification, we will refund to you 5% of the monthly service fees for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected server). This guarantee will include any hardware included within your Dell, IBM/Lenovo or HP server. This guarantee does not apply to replacing a failed disk drive that is RAID protected or a redundant power supply so long as the other RAID disk(s) or power supply are functioning properly. This guarantee also does not apply to any time required to rebuild a RAID disk array or the time required to restore or reload any software or data to the affected server.

100% Data Backup Guarantee

We will guarantee that if a physical server or virtual machine of yours and its data is protected by our Managed Services and being backed up by us (a "Protected Server"), (a) any data that we backup from a Protected Server will be restorable to the condition that it was backed up, and (b) if such data backup from a Protected Server is not restorable to what was backed up, we will refund to you 100% of the monthly Connectria Managed Services fees (for that month) for the Protected Server whose data backup was not restorable to its backed up condition. This 100% Data Backup Guarantee shall not apply if you disrupt or disable any of our data backup capabilities, or if you (through yourself or any other person or entity) take any action or refuse to take any action which compromises our ability to perform data backups. Should we restore backed up data to its prior state, which happened to be corrupted or unusable prior to us backing it up, then this 100% Data Backup Guarantee shall not apply.

Incident Response Times

The Priority Level of a Services Ticket is defined by Customer and includes one of the following priority codes. Emergency Priority problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Tickets are defaulted to Medium Priority (Within 1 Business Day) if Priority Level is not specified. If Connectria fails to meet the response time guarantees below,

Customer shall be entitled to a credit of \$250 per event, up to 50% of its monthly recurring fee for the affected server or component for any calendar month. The response time guaranties stated below do not apply to support requests made via email.

Priority Level and Description	Problem Reporting Mechanism	Status Update Interval
<p><u>EMERGENCY PRIORITY: (IMMEDIATE RESPONSE)</u> Customer's environment is down, causing critical impact to business operations if service is not restored quickly. No workaround is available. Connectria's Network Operations Center (NOC) and Customer are willing to commit substantial resources to resolve the situation. Connectria will provide Customer a status update every two hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit EMERGENCY PRIORITY problems to Connectria NOC. Customer is only to telephone the Connectria NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>2 hours</p>
<p><u>HIGH PRIORITY: (RESPONSE WITHIN 4 HOURS)</u> Customer's environment is severely degraded, impacting significant aspects of your business operations. No workaround is available. Connectria's NOC and Customer are willing to commit full-time resources as necessary to resolve the situation. Connectria will provide Customer a status update every four hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit HIGH PRIORITY problems to Connectria's NOC. Customer is only to telephone Connectria's NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>4 hours</p>
<p><u>MEDIUM PRIORITY: (RESPONSE WITHIN 1 BUSINESS DAY)</u> The environment and/or functionality are noticeably impaired, but most business operations continue. Connectria will provide Customer a status update every day until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Daily</p>
<p><u>LOW PRIORITY: (RESPONSE WITHIN 3 BUSINESS DAYS):</u> Customer requires information or assistance on a Connectria NOC service that is not critical to correcting a production problem, or any other non-immediate task. Connectria will provide Customer a status update every week until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Weekly</p>

If Connectria fails to meet the response time guaranties above, Customer shall be entitled to a credit of \$250 per event, up to 50% of its monthly recurring fee for the affected server or component for any calendar month. The response time guaranties stated above do not apply to support requests made via email.

Emergency and High SLAs are calculated based on 24/7/365 availability and response by Connectria. Medium and Low Priority SLAs are calculated based on Mon-Friday 7am – 7pm CST/CDT. Incident response time SLAs are suspended during times when Connectria is waiting for input or action by the Customer.

To receive a SLC for any guarantee, you must open a Connectria Support Ticket requesting a SLC within 45 days of the incident in question.

WE AND YOU AGREE THAT ANY SLC IS OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY US TO MEET THE SERVICE LEVELS SET FORTH IN THIS SERVICE LEVEL AGREEMENT AND OTHERWISE WITH RESPECT TO ANY OF OUR SERVICES.

Referenced in Agmt



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**Statement of Work
#18.1**

**For: EMS
(Natividad)**

January 8, 2018





CONNECTRIA / EMS
STATEMENT OF WORK #18.1 (SOW #18.1)
JANUARY 8, 2018

THIS **STATEMENT OF WORK** is made between Connectria, LLC (a Delaware limited liability company) ("Connectria"), and Electronic Management Services, Inc. ("EMS" or "Customer"), according to the terms and conditions of the **Master Services Agreement, dated _____** (the "Agreement"). Connectria shall provide the Services indicated below with the following terms and fees:

1. TERM

1.1 Service Commencement Date

The Services in this SOW will commence on the date the SOW is executed by both parties (the "Effective Date").

1.2 Duration of Services

The Services in this SOW will commence on the Effective Date. The term of this engagement shall be 24-months (the "Original Term"), which consists of one-month of on-boarding and transition/migration services plus 23-months of steady state engagement. After the Original Term this SOW will automatically renew for successive 12-month periods (each, a "Renewal Term") unless cancelled 30 days prior to the renewal anniversary date by either party. This SOW shall automatically terminate upon the termination of the Master Services Agreement.

EMS may terminate the services in this SOW at any time with thirty (30) days written notice, for any reason without penalty.

2. SCOPE OF SERVICES

2.1 Overview

Connectria will provide EMS with a Linux environment utilizing Connectria's Linux Cloud, to support EMS' end client, Natividad. Connectria will provide 6 vCPUs, 24 GB RAM and 200GB of Disk on Connectria's Linux Gold Cloud.

Any additional services not identified in a SOW that are requested by EMS at any time during the initial term of the SOW or any Renewal Term will be submitted to EMS as a SOW or amendment to an existing SOW and agreed to in writing by both parties. All assets provided by EMS will remain the property of EMS and all Connectria property shall remain the property of Connectria.

2.2 Connectria Responsibilities Overview

As part of this SOW, Connectria will perform the following activities:

2.2.1 Project Management Services

Included as part of the ongoing project, Connectria will provide the following:

- **Project Management** – Connectria assigns a Project Manager to each new customer. Connectria's Project Manager will develop a detailed plan outlining EMS's technical and operational requirements, and participate in transition planning discussions between EMS and Connectria. Connectria's Project Manager will be responsible for managing the relocation, installation and setup of any equipment and telecom



facilities in Connectria's data centers as required, and will provide integration support during the "Go Live" period.

- **Communication** – Connectria's Project Manager will act as single point-of-contact for EMS during the initial stages of the project, and work directly with EMS's Primary Contact to coordinate the transition of services to Connectria's environment. Connectria's Project Manager will be responsible to convey all necessary transition information to Connectria's support staff to ensure a seamless transition.
- **Documentation** – Connectria's Project Manager will document EMS's end-state environment, and define EMS-specific change management processes to be used. The Project Manager will also capture all EMS-specific support requirements including escalation, call-outs, reporting methods, and status meeting schedules. A knowledgebase will be created for Connectria's staff to be used to support EMS.

2.2.2 Initial Installation and Migration Services

As part of the initial implementation of the Administration services, Connectria will provide the following:

- **Hardware, Virtual Machines & Operating Systems** – Connectria will install all hardware, virtual machine software, and operating system software as required.
- **Monitoring** – Connectria will install and configure Connectria's systems monitoring environment for alerts and alarms of EMS specific environment.
- **Migration Services** – Connectria will work with Customer to design and implement a custom data and application migration strategy to stay within Customer-defined maintenance downtime windows, using tape-based, software-based and/or appliance-based replication methods, as required.
- **Linux Backup Environment** – Connectria will install and configure CommVault backup agents, set up the back-up and restore procedures, and configure the back-up environment including developing backup scripts as needed.
- **VPN Connectivity** – Connectria will work with EMS in engineering & implementing the site-to-site VPN connection between EMS network and Connectria's facilities. Connectria will test the VPN connectivity between Connectria and EMS.
- **Network** – Connectria will physically attach all components to the network, and perform logical & physical configuration of the network and network-related systems including setting up any VPN connections between EMS and Connectria. Connectria will establish & test connectivity. EMS will be responsible for systems connections and VPN configuration in their datacenter.
- **Testing** – Connectria will perform integration testing of the entire environment.

2.2.3 Managed Hosting Services

As part of this SOW, Connectria will monitor and administer EMS's environment through Connectria's Network Operations Centers (NOCs) located in St. Louis, Missouri. The NOC are staffed by qualified technicians 24 hours per day, 365 days per year. Connectria's NOC's will be responsible for escalating issues to EMS based upon EMS's specific escalation requirements. Connectria's NOC utilizes numerous best-of-breed tools from a number of vendors including but not limited to GSX, IBM, CCSS, Cisco, SolarWinds, Oracle, Computer Associates, Microsoft, Red Hat, VMware and others.

The following services will be delivered as part of this Statement of Work:

EXTENSIVE CUSTOMER CARE

- **Dedicated Account Management** – EMS is assigned a dedicated Account Manager who handles any sales, contractual, or billing issues for our customers, and acts as an ad hoc interface with Connectria's support organization.
- **Dedicated Support Team** – EMS is assigned a Primary and Secondary Engineer responsible for supporting EMS's technical environment and for interfacing directly with Connectria's support organization.



- **Senior Management Interface** – Every customer is assigned a member from Connectria's senior management team to act as an escalation point if needed, including direct contact information of the assigned individual.
- **Customized Status Meeting Schedules** – Connectria will setup customized status meeting schedules with EMS to meet their unique needs.
- **Consistent Flat Rate Monthly Invoicing** – Connectria performs all of our services on a flat-rate basis to allow corporate customers to operate within their budgets. Generally speaking, monthly invoices do not change unless EMS purchases additional services.
- **Advanced Online Customer Support Interface** – Connectria offers EMS an online interface to request support from Connectria and to make change management requests. EMS is also able to call Connectria's Network Operations Center 24/7 as needed.
- **Project Engineering** – Connectria allows EMS to leverage our experienced engineers when implementing new solutions or new technologies. For issues that only require a few meetings, Connectria offers this at no cost. For larger time commitments, Connectria can make our engineers available at reasonable fees, as long as the project does not interfere with our staff's customer support responsibilities. Connectria can provide engineering services for any technology we support.

MONITORING

- **Linux Server Monitoring** – Connectria will provide comprehensive monitoring of EMS's entire environment including its servers, storage environments, applications, databases, Firewalls, VPNs, security appliances, and both public & private network segments.
- **Custom Process & Application Monitoring** – Connectria can create custom monitoring scripts if required to monitor specific applications, databases, processes or jobs not able to be monitored by Connectria's monitoring tool out-of-the-box, as directed by EMS, on a Time & Materials basis at the hourly rate of \$195.00 per hour.
- **Automated Alert System** – Connectria will implement automated notifications of alerts to a pre-determined list of escalation contacts.
- **Custom Escalation Procedures** – Connectria will create custom escalation procedures for EMS, with unique call-outs based upon EMS-defined scenarios and conditions.

OPERATIONAL SUPPORT

- **Unlimited On-Demand Administration, Troubleshooting & Support** – Connectria will not meter support nor limit EMS in their ability to work with Connectria staff to support their environment. EMS personnel are free to contact Connectria as needed, without penalties.
- **"One Neck In The Noose" Customer Environment Support** – Connectria will take responsibility for working with EMS to ensure that their entire environment works properly, and will assist in troubleshooting all of EMS's technologies, even components that Connectria is not responsible for providing or managing.
- **Comprehensive Linux System Administration** – Connectria provides comprehensive systems administration services for the server environments we support. Our services include: installing Operating Systems; performing Operating System updates & patches; configuring and managing system level services (Telnet, FTP, SMTP, NFS, etc.) for both physical or virtual environments; configuring & managing virtual machine and operating system level security; creating and/or maintaining file systems, directory structures & log files; creating, modifying & removing user accounts; managing remote access; and providing administration support as needed for application software installations and upgrades.
- **Vendor Management** - Connectria will act on EMS's behalf to interface with each technology vendor within a EMS's environment, in order to receive vendor maintenance and support. Connectria will manage the replacement of failed hardware components.
- **Performance Tuning** Connectria will perform proactive system-level performance tuning as required, to ensure that EMS's environment is operating in an efficient manner.



- **Capacity Monitoring** Connectria will perform proactive capacity monitoring for CPU, memory, disk & network utilization, and will notify EMS as potential capacity issues are identified along with recommended actions.
- **Storage Management** – Connectria will provide administration and management of any storage environment being hosted or managed by Connectria, as required.
- **Compliance Audit Support:** On an annual basis, Connectria shall provide assistance to EMS in completing security or compliance audits, such as to achieve SOX, PCI, or HIPAA compliance. Activities to be performed by Connectria include: A.) assisting with completing questionnaires required by the auditor(s) or the audit protocol; B.) hosting audit meetings at Connectria's facilities between EMS (and/or its auditors, customers or prospective customers) and Connectria's staff; and C.) providing documentation that is available to Connectria, to EMS (or its auditors, customers or prospective customers) necessary to complete the security or compliance audit(s). If EMS requires more than one (1) day's onsite visit to Connectria annually, additional fees may be required. EMS agrees to provide reasonable notice to Connectria when scheduling onsite audit visits, which shall be performed during Connectria's normal business hours unless mutually agreed to by the parties in advance.

CHANGE MANAGEMENT

- **Linux Hardware, Firmware and O/S Changes** – Connectria will implement new hardware and firmware for EMS as required, and apply Operating System (O/S) patches and new O/S versions as necessary. Connectria will implement hardware, firmware, and O/S changes on schedules determined by EMS. EMS may elect to perform some or all change management functions for audit or control purposes, if desired.
- **Custom Maintenance Windows** – Connectria will implement custom change management processes and custom change management windows for EMS for software and operating system related changes.
- **Managed Change Requests** – Connectria and EMS will utilize a change management tracking tool provided by Connectria to request, review, and approve changes, in order to ensure changes are made according to the guidelines established by EMS.
- **Application Software Changes** – While EMS are responsible for testing their applications before making changes, Connectria's engineers will roll-out new software versions of both off-the-shelf applications as well as custom applications on behalf of EMS as part of Connectria's change management process.
- **Managed Roll-back & Recovery** – In concert with EMS, Connectria will develop roll-back and recovery procedures in the event that any changes implemented do not perform as tested. In the event roll-back and recovery is required, Connectria will assist in the roll-back and recovery process.

NETWORK & SECURITY SERVICES

- **Network Administration & Support** – Connectria will setup private VLANs for EMS's servers, and ensure network connectivity to and from EMS's servers.
- **DNS Management** – Connectria will provide hosting of EMS's DNS (for web-facing environments), as well as provide full support to resolve DNS issues.
- **Internet Management** – Connectria will manage issues with Internet Service Providers (ISP) and Internet connections.
- **Managed Firewalls & VPNs** – Connectria will implement and manage dedicated Firewalls and VPN solutions for EMS. Activities include: creating and modifying custom rule sets for EMS; creating and managing DMZs for EMS; monitoring Firewalls & VPN devices for errors and alerts; managing VPN connectivity; implementing patches & updates; performing systems administration of Firewall & VPN environments; problem determination, troubleshooting & resolution of critical errors and events.
- **Linux Managed O/S Security Patches & Updates** – Connectria's engineers will provide managed Operating System security patches & critical updates for all supported Operating Systems. Connectria will work with EMS to ensure that patches and updates have been tested, and will get approval from EMS prior to installing them.
- **Internet Bandwidth** - Bandwidth billing based on 95th percentile rule, Connectria samples (a sample is defined as a data point reflecting bandwidth utilization at



a particular instance) bandwidth utilization every 5 minutes and store those samples for a period of one month. At the end of the month, all data samples are sorted from highest to lowest and the top 5% are discarded. The highest remaining data sample will then be referred to as the "95th Percentile" number. This number will then be used as the basis in computing the bandwidth rate for that particular month over the subscribed bandwidth level.



DATA BACKUP, RECOVERY & RETENTION

- **Linux Backup Administration & Retention** – Connectria will monitor and administer daily incremental and full weekly and monthly disk backups utilizing CommVault backup hardware and software with an 18 day retention of backups. Longer retention periods for daily, weekly and monthly backups are available. Connectria does not meter nor measure the amount of data to be backed up by our customers.
- **Data Recovery** – Connectria will restore objects upon request from Customer through the Connectria Customer Portal or Connectria NOC at a response time as outlined in the Service Level Agreement.
- **Separate Data Backup Network** – Connectria implements a separate backup network to ensure that each customer's production network is not affected by data backup traffic.
- **Custom Data Backup Scheduling** – Connectria will implement data backups on a schedule agreed upon by each customer to ensure data backups do not affect system performance.

2.3 EMS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to Connectria. Connectria's performance is predicated upon the following responsibilities being managed and fulfilled by EMS:

- **Primary Point of Contact** – EMS will designate a primary point of contact and provide escalation names and procedures for problem management purposes.
- **Procedures** – EMS will provide EMS specific procedures and configurations to Connectria.
- **Data Migration** – EMS and Connectria will mutually determine the best method to migrate the data to the new environment.
- **Architecture Support** – EMS will work with Connectria to define Alert Escalations; Data Backup Schedules and Retention Policies; Disaster Recovery Plan(s) if applicable; and any other EMS-specific procedures and configurations in support of this Statement of Work.
- **Application and End-User Support** – EMS will provide on-going application support and end user support/Level 1 Help Desk services. If required, EMS will inform users of changes to the environment (i.e. URL, FTP, or any other connections).
- **Change Management** – Contact Connectria with any change request using the Change Management steps identified in Connectria's Support Procedures document.



3. PRICING

3.1 Invoicing

All invoicing will occur monthly in advance of services being provided, and all fees shall be due prior to the beginning of each month. Any additional services not identified in an SOW that are requested by EMS at any time during the term of the SOW will be billed by Connectria at Connectria's then current rates, and EMS agrees to pay for said services under the terms and conditions of the SOW and the Services Agreement.

The onboarding process for EMS is anticipated to take one (1) month from the Effective Date of this SOW. Following that, one (1) month period, this SOW shall continue for a twenty-three (24) additional months for a total initial Term of twenty four (24) months. The fees due on this engagement will be as follows:

Due Upon Receipt of an Invoice from Connectria following Contract Execution

- One-Time Fees = \$249.95
- First Month Fees @ 25% of Monthly Recurring Fees = \$223.99

Due Monthly for 23 Months Beginning 30 Days After Contract Execution

- Remaining 23 Months Fees @ FULL Monthly Recurring Fees = \$895.95

EMS shall be responsible for and shall pay (or reimburse Connectria on demand), for any and all taxes that are based on or levied in connection with Connectria furnishing or providing the Services quoted herein, as well as for all other Services being provided by Connectria to EMS pursuant to all outstanding Statements of Work between the parties, provided however, that (i) each party shall bear sole responsibility for all taxes on such party's own employees, capital and net income, and (ii) each party shall pay any applicable personal property taxes on property owned by such party. Should there be any conflict between this provision and any language in the Master Services Agreement, Statement of Work or Information Technology Services Agreement previously entered into between the parties, this provision shall prevail.

EMS agrees to reimburse Connectria for all reasonable travel expenses incurred by Connectria to visit EMS location(s). No expenses will be incurred by Connectria unless approved in advance, by EMS.

3.2 Optional - ACH/EFT & Wire Transfer Instructions

Connectria prefers to be paid via ACH/ EFT or Wire Transfer. Below are payment instructions:

Connectria LLC
Bank of America
800 Market St. Louis, MO 63101
Contact: Brian McAllister (314-466-1250)
Acct #: 370120525752

ABA Routing Numbers

- ACH (Direct Deposit/Automatic Payment): 081000032
- Wire Transfer: 026009593



3.3 Fee Structure

PUBLIC CLERK SERVICE	Fee Type	Months
World Cloud CRM & Core CPQ Integration Data Transfer & Licensing	Fixed	Fixed
CRM Migration	Fixed	Fixed
World Cloud CRM Data Base	Fixed	Fixed
IP Address	Fixed	Fixed
Redundant Network Connected Provider Cloud Infrastructure	Fixed	Fixed
Cloud SaaS & Integration	Fixed	Fixed
Managed PaaS HIPAA Compliant Storage	Fixed	Fixed
Managed PaaS HIPAA & Data Tape Service	Fixed	Fixed
Total	Fixed	Fixed

4. PHI Disclosure

Upon signing this SOW, are you planning to store with Connectria any Protected Health Information (“PHI”) as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated by the United States Department of Health and Human Services (“DHHS”) pursuant thereunder, as it may be amended from time to time, or will Connectria potentially have access to PHI on your systems that we remotely monitor, manage or access? (Please put an “X” below on the appropriate line to signify your response, and sign your Initials)

Yes _____ Not At This Time _____ Customer Initials _____

If Customer selected “Yes” above, then the parties agree that Connectria and Customer will need to sign a Business Associate Agreement (“BAA”) on mutually agreeable terms, that is in compliance with applicable Laws if Customer and Connectria have not previously signed a BAA; or if Customer and Connectria have previously signed a BAA, then the parties agree to amend the BAA as necessary to be in compliance with applicable Laws.

If Customer selected “Not At This Time” above, then Customer hereby represents, warrants and covenants to Connectria that prior to storing PHI with Connectria or providing Connectria with access to PHI in the future, Customer will notify Connectria of its desire to store PHI or provide access to Connectria of PHI and the parties shall sign a BAA on mutually agreeable terms prior to Customer storing PHI with Connectria or providing Connectria with access to PHI.

THIS SOW SHALL NOT BE VALID UNLESS AND UNTIL (1) CUSTOMER HAS COMPLETED THE PHI DISCLOSURE SECTION ABOVE (BY SELECTING EITHER “YES” OR “NOT AT THIS TIME” AND INSERTING THE CUSTOMER’S INITIALS) AND (2) BOTH CUSTOMER AND CONNECTRIA HAVE SIGNED WHERE INDICATED BELOW.



5. SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by:
Electronic Management Services, Inc.

Accepted by:
Connectria, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date