

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: HLP, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Chameleon/CMS and Public Access software license subscription, software maintenance/technical support, professional services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 71,080.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Software Subscription Terms/Conditions

Exhibit C: HLP Software Escrow Agreement

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR 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.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor 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, the Contractor upon request shall provide a certified copy of the policy or policies.

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

- 9.02 **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 the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR 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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, 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 auto 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 others 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 workers' compensation 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.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these 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.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County 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 CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County 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 Contractor and additional insureds 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 and automobile 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 the CONTRACTOR'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 the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR 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.

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

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:


If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Sarah House - Departmental Information Systems Manager	Keith Brakey, Chief Operating Officer 
Name and Title 1270 Natividad Road Salinas, Ca. 93906	Name and Title 9888 West Belleview Avenue #110 Littleton, CO 80123
Address 831-755-4531	Address 800-459-8376 Ext. #817
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

<p>COUNTY OF MONTEREY</p> <p>By: <u>Michael R. Derr</u> 04-15-2020 <small>DocuSigned by: 1A2AFC70CB3458A1</small> Contracts/Purchasing Officer</p> <p>Date: <u>4/28/2020</u> <small>DocuSigned by: 3159FB3FED4E462...</small></p> <p>By: <u>Elsa Jimenez</u> Director of Health <small>3159FB3FED4E462...</small> Department Head (if applicable)</p> <p>Date: <u>4/28/2020</u></p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form¹ by: _____ <small>DocuSigned by: 16878463597F46B...</small> Katherine Hansen Deputy Counsel</p> <p>By: _____ <small>16878463597F46B...</small> County Counsel</p> <p>Date: <u>4/27/2020</u></p> <p>Approved as to Fiscal Provisions² <small>DocuSigned by: 811C333563B9474...</small> By: <u>Burcu Mousa</u> Assistant Auditor-Controller</p> <p>By: _____ <small>811C333563B9474...</small> Auditor/Controller</p> <p>Date: <u>4/28/2020</u></p> <p>Approved as to Liability Provisions³</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>	<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">HLP, Inc.</p> <hr/> <p style="text-align: center;">Contractor's Business Name*</p> <p style="text-align: center;">By: <u>[Signature]</u> (Signature of Chair, President, or Vice-President) *</p> <p style="text-align: center;"><u>Jean Smith, CEO</u> Name and Title</p> <p>Date: _____</p> <p style="text-align: center;">By: <u>[Signature]</u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *</p> <p style="text-align: center;"><u>Alan Masesky, CFO</u> Name and Title</p> <p>Date: _____</p>
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County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Scope of Services

This Agreement is for the provision of Chameleon/CMS and Chameleon/Public Access Software license subscription, software maintenance/support defined in Exhibit B, Software Subscription Terms and Conditions, and other application and technical support services as requested by County, for **1 server and 10 workstations software licenses** – concurrent users.

A. Software Maintenance/Support

1. The yearly license and maintenance/support subscriptions for CMS and Chameleon/Public Access entitle County to receive the following software maintenance/support services as part of the software subscription:
 - a. Technical Support: Monday – Friday, 8am – 5pm PST excluding weekends, Christmas Eve, New Year’s Eve, and all Federal holidays.
 - b. Access to online published reports, upload and download data regarding the application, and accessibility to user forums hosted by CONTRACTOR.

B. Technical Support not covered under the yearly software licensing/maintenance/support costs can be requested in writing by County.

- a. Examples of technical support not covered under the standard software subscription and maintenance/support services may include but is not exclusive to: server upgrades, changes or support as a result of server operating system upgrades, and other activities initiated by County.
- b. CONTRACTOR shall provide written proposal and estimated cost at an Hourly Rate of \$75. Upon written approval by County, services may commence.

II. Term of the Agreement

The term of this Agreement is from **July 1, 2020 through June 30, 2023** unless sooner terminated pursuant to the terms of this Agreement.

III. Schedule of Rates

Following table reflects the rates under this Agreement.

Qty	Description	Rate
1	Server License	\$960
1	Workstation License	\$960
1	Hourly Rate for Technical Support conducted at County’s facility not included in recurring software license maintenance/support costs including but not exclusive to support during server or operating system upgrades which is County responsibility.	\$75

IV. Payment Provisions

1. For the software licensing maintenance/support and technical support, the maximum obligation of the County will be **\$71,080.00**. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. Agreement cost breakdown is as follows:

Term	Description	Qty License	Cost
July 1, 2020 - June 30, 2021	Chameleon/CMS and Chameleon/Public Access Software License Maintenance/Support	11	\$10,560.00
July 1, 2021 - June 30, 2022	Chameleon/CMS and Chameleon/Public Access Software License Maintenance/Support	11	\$10,560.00
July 1, 2022 - June 30, 2023	Chameleon/CMS and Chameleon/Public Access Software License Maintenance/Support	11	\$10,560.00
July 1, 2020 - June 30, 2023	Professional Services not included in Software License Support/Maintenance Recurring Costs.		\$25,000.00
July 1, 2020 - June 30, 2023	Additional Software Licenses as Requested and Approved by County		\$14,400.00
		Total	\$71,080.00

2. In order to be reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>.
3. Software subscription fees are invoiced yearly prior to the beginning of the software subscription term and paid by County up front.
4. Any tax, such as sales and use taxes, exclusive of property and income taxes, that CONTRACTOR is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR. This obligation extends retroactively if so assessed by a taxing agency.
5. Invoices shall be mailed to:

Monterey County Health Department, Animal Services
 160 Hitchcock Rd
 Salinas CA 93908
 Attn: Accounts Payable

EXHIBIT B

SOFTWARE LICENSING SUBSCRIPTION TERMS/CONDITIONS

I. GRANT OF LICENSE and USE:

CONTRACTOR shall grant County this License for use of the Chameleon/CMS Software Package and the Public Access Software Package, combined ("CMS"), at the time of payment. The Public Access Software Package is composed of ChamCam, Knowledge Rocket, WebChameleon, PaWWW, PetLink, the integrated hardware, and their media products. CONTRACTOR grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the CMS Software. This license entitles the County the right to install CMS on a single Server unit to be used by any number of Client Workstations. Additional Servers require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated County only. This County may not rent, lease, give, sell or in any way transmit any part of the CMS Software Package to an unauthorized, unlicensed entity. This is a non-exclusive, non-transferable license to the use of CMS.

II. PAYMENT:

Payment terms and conditions will be as defined in Section 6.0 Payment Conditions and in Exhibit A, Section IV Payment Provisions.

III. OWNERSHIP:

- a. This Standard Agreement is not for the purchase of the CMS software but for the subscription to the stated number of licenses specified in Exhibit A, Section IV for County to use the software. Should County need additional license subscriptions, County shall provide a written request to CONTRACTOR. CONTRACTOR shall provide additional licenses as requested with County to be responsible for the recurring software subscription fees accordingly as on a per license basis.
- b. Title to CMS shall remain with CONTRACTOR. The CMS product name, software, documentation, and other material parts of the CMS package are owned by CONTRACTOR and may not be reproduced in any form, except as stated under Terms and Restrictions. CMS Software contains the proprietary technology of CONTRACTOR.
- c. All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
- d. County hereby acknowledges CONTRACTOR's copyright of CMS regardless of whether the copyright notice appears on CMS or whether it has been filed with the United States Copyright Office.

IV. TERMS and RESTRICTIONS:

- a. The County shall receive an executable copy of CMS Software. The County may load, copy, or transmit CMS, in whole or in part, only as is necessary for execution, backup, and hot standby under the terms and conditions of this Agreement.
- b. County may modify or merge CMS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
- c. CONTRACTOR shall bill the County a Support & Maintenance FEE yearly using the formula Specified in Exhibit A, Section IV. Payment shall be made according to Section 6 Payment Conditions in the Agreement.

- d. CONTRACTOR reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The County shall then cease use of CMS.
- e. County agrees not to reverse engineer, decompile, or disassemble CMS

V. MAINTENANCE

CONTRACTOR agrees to provide the following maintenance services:

- a. NEW VERSIONS: New Versions are major changes to the look or feel of CMS. All new versions are included and guaranteed to County.
- b. UPGRADES: As requests for improvements are accumulated from more than one user site , they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to County.
- c. DIAGNOSIS: Technical personnel will diagnose the cause of system problems and refer the County to the appropriate avenue of correction. CONTRACTOR shall correct the problem only if the cause is a bug in CMS.
- d. CORRECTIONS: Corrections in CMS code will be available to County through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to CMS operations.

VI. SUPPORT:

CONTRACTOR agrees to provide the following support services:

- a. TECHNICAL SUPPORT LINE: This shall entitle the County faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- b. SYSTEM to SYSTEM: When requested, CONTRACTOR can provide the County direct support via modem and communication software in real time.
- c. SYSTEM ON-LINE HELP: CMS contains comprehensive, context-sensitive, and hyper-texted HELP files that are installed with the software and upgraded as needed.
- d. INTERNET WEB SITE: An internet site is available 24 hours and 7 days to registered Users. Questions, suggestions, and comments may be posted to other Users or the CONTRACTOR staff. Data can be uploaded and downloaded, all through a local access call.
- e. PERSONNEL ON-SITE: If, for any reason, CONTRACTOR cannot resolve the County's request by the means of support listed above, and CONTRACTOR deems the request critical, then CONTRACTOR staff may visit the County's site to resolve the problem.

VII. SOURCE CODE ESCROW:

- a. This License does not include or cover access in any way to the CMS Source Code.

- b. CONTRACTOR has placed in escrow all current Source Code for CMS with an authorized escrow Agent.
- c. The County shall be entitled to claim a copy of the CMS Source Code under the terms and conditions set forth in the Chameleon/CMS Source Code Escrow Agreement (Attachment 1 to this Exhibit B).

VIII. LIMITED WARRANTY:

- a. CONTRACTOR is the owner of CMS and has the right to grant the County this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by CONTRACTOR.
- b. CONTRACTOR warrants that CMS will perform substantially in accordance with its intended use.
- c. If CMS does not perform as represented and cannot be remedied within a reasonable time, CONTRACTOR will refund the initial cost of this License only.
- d. CONTRACTOR does not warrant performance of CMS if it is modified by persons other than the staff of CONTRACTOR.
- e. CONTRACTOR does not warrant that the execution of CMS will be uninterrupted or error free.
- f. CONTRACTOR does not warrant that other software programs or computer hardware will not interfere with its execution.
- g. CONTRACTOR disclaims all other warranties, either expressed or implied.

IX. LIABILITY:

Under this agreement, CONTRACTOR's liability for damages to the County resulting from the use of CMS shall not exceed the amount of the County's initial License. Under this agreement, CONTRACTOR shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

X. TERMINATION:

CONTRACTOR may terminate any License granted if County fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given County. County will then destroy all copies and adaptations of all versions of CMS and certify in writing that such has been done.

ESCROW AGREEMENT

This ESCROW AGREEMENT ("Agreement") is made as of this 16th day of May, 2018 by and between HLP, Inc., having its principal place of business at 9888 W. Belleview Ave. #110 Littleton, CO 80123 ("Licensor"); and Accruit, LLC ("Escrow Agent").

RECITALS

WHEREAS, Licensor from time to time grants licenses to Licensee(s) (defined below) for the use of Licensor software packages comprising of computer programs (including but not limited to Software (defined below)) and other Intellectual Property Rights (defined below);

WHEREAS, certain information and/or documentation relating to such Software or other Intellectual Property Rights are the Confidential Information (defined below) and intellectual property of Licensor or a third party;

WHEREAS, Licensor acknowledges that, in certain circumstances, such information and/or documentation would be required by a Licensee to permit such Licensee to continue to exercise its rights under its License Agreement (defined below) with Licensor; and

WHEREAS, the parties hereto therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to the applicable Licensee should certain circumstances arise as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements hereinafter set forth, the sufficiency of all such consideration being acknowledged, the parties hereto do hereby mutually agree as follows:

Recitals. The foregoing Recitals are hereby incorporated and made a part of this Agreement as if fully set forth herein.

1 **Definitions and Interpretation.**

1.1 In addition to terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the following meanings:

"**Agreement**" means the terms and conditions of this Escrow Agreement, including the Schedule(s) and Appendix(ces) attached hereto and incorporated herein by this reference.

"**Confidential Information**" means any information which is designated in writing as confidential by the disclosing party. Confidential Information does not include information that demonstrably (a) was in the public domain, or that subsequently becomes part of the public domain, except by the wrongful disclosure hereunder, (b) was in the receiving party's possession prior to receipt of the same hereunder and was not acquired from a third party under any obligation of confidentiality known to the receiving party with respect to such information, (c) was received from a third party who had a right to make such disclosure, or (d) is independently developed by the receiving party.

"**Deposit Account**" means an account set up by Escrow Agent upon the execution of a Registration Agreement (defined below), under which specific Escrow Material (defined below) is deposited by Licensor with Escrow Agent for the benefit of an applicable Licensee.

"**Deposit Form**" means the form within the System (defined below) of the same name, containing the detailed description of the Escrow Materials (defined below).

"**Effective Date**" means the date the Escrow Agreement was electronically executed by the Licensor.

"Escrow Material" means the Source Code (defined below) of the Software and/or other information or documentation relating to the applicable Intellectual Property Rights licensed under a License Agreement (defined below), if any, including but not limited to updates and upgrades thereto and new versions thereof, as are necessary to be delivered or deposited in order to comply with Section 3 of this Agreement.

"Electronic Execution" means to electronically execute this Agreement, the Registration Agreement, and other agreements or instructions as may be reasonably necessary for purposes of effectuating this Agreement. Electronic Execution may be inserted directly in to the System or may be accessible to Licensor via an electronic link provided by Escrow Agent. Licensor hereby grants to any person using the System on its behalf the authority to execute escrow-related documents via electronic means. Licensor is solely responsible for granting the legal authority to execute agreements on its behalf to such persons. Electronic execution of this Agreement shall only be effective, enforceable, and binding upon Escrow Agent and Licensor upon the date that Licensor applies its electronic signature to this Agreement constituting the Effective Date. To apply its electronic signature to this Agreement, Licensor or an authorized representative of Licensor must type his or her name in the box following this Agreement and submit the signature through the established online process. This Agreement shall be deemed accepted by Escrow Agent upon Licensor applying the electronic signature and submitting the Agreement as provided herein.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations and applications to register as well as all rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which an applicable Licensee is granted a license to use the Software (or other applicable Intellectual Property Rights, if any).

"Licensee" means any person, firm, company or other entity that: (i) licenses Software (or other applicable Intellectual Property Rights, if any) from Licensor; and (ii) has agreed to be bound by the terms and conditions of this Agreement and a Registration Agreement by executing a completed Registration Agreement (defined below), submitted electronically via the System. References in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Licensor" means the above-referenced person, firm, company or other entity that has granted to Licensee(s) a license to use the Software (or other applicable Intellectual Property Rights, if any).

"Registration Agreement" means an agreement in the form attached and incorporated hereto as [Appendix 1](#) to be signed via the System by Licensor, Escrow Agent and the person, firm, company or other entity wishing to be a party to this Agreement as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of this Agreement, including but not limited to the payment obligations set forth in the Registration Agreement.

"Release Purposes" means the purposes of using, understanding, maintaining, modifying or correcting the Software (or other applicable Intellectual Property Rights, if any) as applicable, exclusively for and on behalf of Licensee and solely as permitted under the License Agreement.

"Software" means the software, together with any updates and upgrades thereto and new versions thereof, licensed to Licensee under the License Agreement, the details of which are set out in the Registration Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

"System" means the online Accruit Digital Vault, associated applications, servers and related hosting platforms.

"Verification" means the System shall acknowledge updates and changes when Escrow Material has been deposited in the Deposit Account.

- 1.2 This Agreement shall be interpreted in accordance with the following:
 - 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
 - 1.2.2 all references to Sections and Schedules are references to Sections and Schedules of this Agreement; and
 - 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts.

- 2.1 Each time Licensor adds or updates Escrow Material deposited under the terms of this Agreement, Licensor, the applicable Licensee and Escrow Agent shall receive electronic notification from the System containing the details of the Escrow Material deposited in accordance with the obligations contained in Section 3.
- 2.2 Each signed Registration Agreement shall be supplemental to, and be governed by, the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to, or development of, Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties.

- 3.1 Licensor shall:
 - 3.1.1 Log in to the System within fourteen (14) days following the date Escrow Agent setup the Deposit Account and electronically sign the Escrow Agreement;
 - 3.1.2 Deposit Escrow Material following a material update, error correction, enhancement, maintenance release or functional modification to the Software (or other applicable Intellectual Property Rights, if any) which results in an updated delivery of the object code version of the Software (or other applicable Intellectual Property Rights, if any) to Licensee;
 - 3.1.3 Ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software, or comprises the latest version of the relevant information/documentation relating to any other applicable Intellectual Property Rights, if any, used by the applicable Licensee under the License Agreement;
 - 3.1.4 Deliver with each deposit of Escrow Material a Deposit Form which includes the following information (where applicable):
 - 3.1.4.1 details of such deposit including the full name of the Software, version details, backup commands/Software used, compression used, archive hardware and operating system details; and
 - 3.1.4.2 password/encryption details required to access the Escrow Material.

- 3.1.5 Deliver with each deposit of Escrow Material the following technical information (where applicable):
 - 3.1.5.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;
 - 3.1.5.2 software (or other applicable Intellectual Property Rights, if any) design information (e.g. module names and functionality); and
 - 3.1.5.3 name and contact information of employees with knowledge of how to maintain and support the Escrow Material.
- 3.1.6 Deposit a detailed list of the suppliers of any third-party software or tools required to access, install, build or compile or otherwise use the Escrow Material, where applicable.
- 3.2 Licensor represents and warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:
 - 3.2.1 Licensor has the full right, ability and authority to deposit the Escrow Material;
 - 3.2.2 In entering into this Agreement and any Registration Agreement and performing Licensor's obligations thereunder, Licensor is not in breach of any of its ongoing express or implied obligations to any third party(ies);
 - 3.2.3 The Escrow Material deposited under Section 3.1 contains all information in human-readable form, and is on suitable media, to enable a reasonably skilled programmer or analyst to (as applicable) use, understand, maintain, modify and correct the Software (or other applicable Intellectual Property Rights, if any); and
 - 3.2.4 The Escrow Material shall consist of lawful content only as defined under all applicable federal, state and local laws. Escrow Agent shall be under no duty to verify the foregoing.
- 3.3 Escrow Agent via System will acknowledge receipt of all Escrow Material deposits by sending electronic acknowledgment thereof to Licensor and Licensee.

4 Licensee's Responsibilities and Undertakings.

- 4.1 In the event that Escrow Material is released under Section 7, Licensee shall:
 - 4.1.1 Keep the Escrow Material confidential at all times in accordance with Section 9 hereof and the applicable terms of the License Agreement;
 - 4.1.2 Use the Escrow Material only for the Release Purposes;
 - 4.1.3 Not disclose the Escrow Material to any person other than such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to Licensee's employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Section 4.1;
 - 4.1.4 Hold the Escrow Material in a safe and secure environment when not in use; and
 - 4.1.5 Forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software (or other applicable Intellectual Property Rights, if any) under the terms of the applicable License Agreement.

5 Escrow Agent's Duties.

- 5.1 Escrow Agent Shall:
 - 5.1.1 At all times during the term of this Agreement, use commercially reasonable efforts (consistent with reasonable industry standards) to maintain the Escrow Material in a safe and secure environment;
 - 5.1.2 Notify the relevant Licensee and Licensor of the acceptance of any Registration Agreement; and
 - 5.1.3 Inform Licensor and the relevant Licensee of Escrow Agent's receipt of any deposit of Escrow Material by sending electronic notice via the System to each of Licensor and Licensee to access and view the Escrow Material.

- 5.2 In the event of failure by Licensor to deposit any applicable Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify Licensor and Licensee of Licensor's failure to deposit any Escrow Material.
- 5.3 Escrow Agent shall not have any obligation to determine whether the materials made with each deposit of the Escrow Material by Licensor are in compliance with Licensor's obligations hereunder or pursuant to the applicable License Agreement. Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to store and secure the applicable Escrow Material deposit. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Section 9.
- 5.4 Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.
- 5.5 ESCROW AGENT SHALL PROVIDE THE ESCROW MATERIAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREUNDER WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AS TO ITS ACCURACY OR COMPLETENESS. THE PARTIES AGREE THAT NEITHER ESCROW AGENT, NOR ITS RESPECTIVE REPRESENTATIVES, SHALL HAVE ANY LIABILITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY ESCROW MATERIAL PRODUCED HEREUNDER.

6 Payment.

- 6.1 Licensor shall promptly pay Escrow Agent's fees and charges, unless otherwise provided for hereunder, that are in effect from time to time and/or as otherwise agreed.
- 6.2 If Escrow Agent is required to perform any additional services as a result of being an Escrow Agent hereunder for purposes of effectuating the intent of the parties under this Agreement, including, without limitation, intervention in any litigation or proceeding, Escrow Agent shall be entitled to receive reasonable compensation for such services, and be reimbursed for all costs incurred in connection therewith, including but not limited to reasonable attorneys' fees.
- 6.3 Escrow Agent shall be entitled to review and adjust its standard fees and charges for its services under this Agreement from time to time, but only upon thirty (30) days prior written notice by Escrow Agent to Licensor.
- 6.4 All Escrow Agent invoices issued hereunder are payable by the applicable party within thirty (30) days from the date of invoice. If invoices are not paid within thirty (30) days from the date of invoice, then interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are outstanding and remain unpaid for more than thirty (30) days past the due date of the applicable invoice. The paying party agrees to reimburse Escrow Agent for all fees and costs incurred in connection with any collection efforts, including but not limited to reasonable attorneys' fees. Access to upload or modify the deposit in the System will be locked until payment in addition to any applicable interest thereon is received.
- 6.5 In the event of a dispute made in good faith as to the amount of fees or other charges due and owing, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with the terms of this Section 6.
- 6.6 Escrow Agent shall have no obligations under this Agreement unless and until the applicable initial invoice has been paid in full.

7 Release Events and Procedures.

- 7.1 Subject to: (i) the remaining provisions of this Section 7; and (ii) the receipt by Escrow Agent of the fees chargeable upon a release of Escrow Material and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent shall release the relevant Escrow Material to a duly authorized representative of the applicable Licensee upon written notice as set forth in Section 7.2 if any of the events listed in Section 5 of the relevant Registration Agreement ("Release Event(s)") occur.

- 7.2 Licensee must notify Escrow Agent in writing of the occurrence of the relevant Release Event(s) specified in the applicable Registration Agreement by delivering to Escrow Agent a notice in writing or via the System ("Notice") declaring that such Release Event(s) has occurred, specifying the Deposit Account(s) so affected, setting out the facts and circumstances of the Release Event, indicating that the relevant License Agreement and any maintenance agreement, if applicable, for the Software (or other applicable Intellectual Property Rights, if any) was still valid and effective up to the occurrence of such Release Event, and otherwise providing such information or other documentary evidence in support of the Notice as Escrow Agent may reasonably require.
- 7.3 Upon receipt of a Notice from an applicable Licensee claiming that a Release Event has occurred:
 - 7.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to such Licensee in order to acknowledge receipt of the Notice) by courier, electronic means, or the System, and the deposit account will be locked and not available to upload or modify the Escrow Material deposited in the Deposit Account.
 - 7.3.2 Unless, within fourteen (14) days after the date of submission of the Notice from Escrow Agent, Escrow Agent receives a counter-notice in writing or via System from Licensor stating that no such Release Event has occurred or, if appropriate, that the event(s) or circumstance(s) giving rise to such Release Event has been rectified as shown by documentation in support thereof, Escrow Agent may release the Escrow Material to such Licensee for its use for the Release Purposes.
- 7.4 Upon receipt of a counter-notice from Licensor as contemplated by Section 7.3.2, Escrow Agent shall send a copy of such counter-notice and any supporting evidence to the applicable Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier, electronic means, or the System.
- 7.5 Within ninety (90) days of submission of any such counter-notice by Escrow Agent, the applicable Licensee may give notice to Escrow Agent that such Licensee elects to invoke the dispute resolution procedure under Section 8.
- 7.6 If, within ninety (90) days of submission of any such counter-notice by Escrow Agent to the applicable Licensee, Escrow Agent has not been informed by such Licensee that it elects to invoke the dispute resolution procedure under Section 8, the original Notice submitted by such Licensee shall be deemed to be no longer valid and such Licensee shall be deemed to have waived its right to release of the Escrow Material for the particular Release Event(s) specified in such Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes.

- 8.1 Upon receipt of an applicable Licensee's Notice requesting dispute resolution pursuant to Section 7.5 above, Escrow Agent shall notify Licensor of such Licensee's request for dispute resolution. Licensor and such Licensee shall submit their dispute to expedited binding arbitration in Denver County, Colorado under Commercial Arbitration Rules of the American Arbitration Association ("AAA") by one arbitrator appointed by such rules. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor, such Licensee and Escrow Agent. The parties shall use their commercially reasonable best efforts to commence the arbitration proceedings within fourteen (14) days following delivery of the counter-notice. The parties hereby agree that the sole issue to be determined by the arbitrator shall be whether a Release Event existed at the time such Licensee delivered the applicable Notice to Escrow Agent.

- 8.2 If the arbitrator finds that a Release Event existed at the time of delivery of such Notice to Escrow Agent, Escrow Agent is hereby authorized to release and deliver the Escrow Material to such Licensee within five (5) business days of delivery of the ruling by the arbitrator or the AAA case manager to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the same in accordance with the terms of this Agreement.
- 8.3 The parties hereby agree that all costs and expenses of the arbitrator, the reasonable attorneys' fees and costs incurred by the prevailing party in the arbitration, and any fees and costs incurred by Escrow Agent in the arbitration, shall be paid by either Licensor or Licensee, whichever is the non-prevailing party.

9 Confidentiality.

- 9.1 The receiving party shall (a) keep the Confidential Information of the disclosing party in confidence exercising the degree of care used to protect its own confidential information, but in any event using reasonable efforts, including by only disclosing Confidential Information of the disclosing party to employees and consultants who have a "need to know" and who are bound by contractual, legal or fiduciary confidentiality obligations at least as stringent as those set forth herein, (b) other than in accordance with the terms of this Agreement (or as reasonably required to enforce its rights under this Agreement), not use (except for the purpose of performance under this Agreement or as requested or directed by the disclosing party), publish or disclose to third parties the disclosing party's Confidential Information without the disclosing party's prior written consent, and (c) subject to Escrow Agent's obligation to maintain the deposited Escrow Materials in accordance with the terms hereof, upon the request of the disclosing party, promptly return to the disclosing party or destroy all written copies of the disclosing party's Confidential Information.
- 9.2 Except as otherwise set forth herein, if a receiving party is compelled to produce Confidential Information of the disclosing party under applicable law, the receiving party shall give the disclosing party prompt notice of such legal process and shall reasonably cooperate with the disclosing party in seeking a protective order or other appropriate protection. If a protective order or other appropriate protection is not obtained, or if the disclosing party waives its right to seek a protective order or other appropriate protection, the receiving party shall (a) furnish only that portion of the Confidential Information that, upon the advice of legal counsel, it is legally required to disclose, and (b) exercise reasonable efforts to obtain assurance that confidential treatment shall be afforded such Confidential Information.
- 9.3 Notwithstanding anything herein to the contrary, (a) Escrow Agent may, without liability hereunder or under other applicable law, release the Escrow Material (and/or any Confidential Information related thereto) to the extent is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that Escrow Agent has notified Licensor and the relevant Licensee prior to such required release, has given Licensor and/or such Licensee an opportunity to contest (at its own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process; (b) Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court or tribunal, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction; and (c) where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to such Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

10 Verification.

- 10.1 It shall be solely Licensor's obligation and responsibility to ensure the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of Escrow Material received by Escrow Agent under this Agreement.

- 10.2 At such time as Escrow Material has been deposited, the System will provide notification and access to the files and instructions to Licensor and the applicable Licensee.
- 10.3 Any party to this Agreement shall be entitled to access the System and review a list of the relevant Escrow Material deposited subject to the terms and conditions set forth herein.

11 Limitation of Liability.

- 11.1 NOTHING IN THIS SECTION 11 EXCLUDES OR LIMITS THE LIABILITY OF ESCROW AGENT FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
- 11.2 ESCROW AGENT SHALL NOT BE LIABLE FOR
 - 11.2.1 ANY LOSS OR DAMAGE CAUSED TO EITHER LICENSOR OR A LICENSEE EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF, OR A BREACH OF ANY MATERIAL TERM OR OBLIGATION UNDER THIS AGREEMENT BY, ESCROW AGENT IN CONNECTION WITH THIS AGREEMENT, AND IN SUCH EVENT ESCROW AGENT'S TOTAL LIABILITY WITH REGARD TO ALL CLAIMS ARISING UNDER OR BY VIRTUE OF THIS AGREEMENT OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO ESCROW AGENT FOR THE PRECEDING 12 MONTHS; OR
 - 11.2.2 ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS).
- 11.3 ESCROW AGENT SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY FAILURE OR INABILITY OF LICENSOR OR A LICENSEE TO PERFORM OR COMPLY WITH ANY PROVISION OF THIS AGREEMENT.
- 11.4 ESCROW AGENT SHALL NOT BE LIABLE IN ANY WAY TO LICENSOR OR ANY LICENSEE FOR ACTING IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND SPECIFICALLY (WITHOUT LIMITATION) FOR ACTING IN GOOD FAITH UPON ANY NOTICE, WRITTEN REQUEST, WAIVER, CONSENT, RECEIPT, STATUTORY DECLARATION OR ANY OTHER DOCUMENT FURNISHED TO IT PURSUANT TO AND IN ACCORDANCE WITH THIS AGREEMENT.
- 11.5 ESCROW AGENT SHALL NOT BE REQUIRED TO MAKE ANY INVESTIGATION INTO, AND SHALL BE ENTITLED IN GOOD FAITH WITHOUT INCURRING ANY LIABILITY TO LICENSOR OR LICENSEE TO ASSUME (WITHOUT REQUESTING EVIDENCE THEREOF), THE VALIDITY, AUTHENTICITY, VERACITY AND DUE AND AUTHORIZED EXECUTION OF ANY DOCUMENTS, WRITTEN REQUESTS, WAIVERS, CONSENTS, RECEIPTS, STATUTORY DECLARATIONS OR NOTICES RECEIVED BY ESCROW AGENT WITH RESPECT TO THIS AGREEMENT.

12 Indemnity.

- 12.1 Licensor agrees to defend, indemnify and hold harmless Escrow Agent, its affiliates, members, managers, employees, representatives, contractors, agents, attorneys, accountants, successors and assigns, from and against any claims, demands, suits or other proceedings, actions, losses, costs, liabilities or expenses (including but not limited to reasonable attorneys' fees) which may be imposed on, or incurred by or asserted against the same, in any way arising out of or relating to this Agreement, including, without limitation:
 - 12.1.1 Any written or electronic direction, including but not limited to submissions through the System, from Licensor to Escrow Agent which Escrow Agent subsequently acts upon in connection with this Agreement;
 - 12.1.2 Any negligence or willful misconduct of Licensor, or its employees, agents, contractors or subcontractors in connection with this Agreement;
 - 12.1.3 Any breach, violation or non-performance by Licensor, or its employees, agents, contractors or subcontractors, of any term, covenant or provision of this Agreement, or any laws, rules and regulations of any kind governing Licensor with respect to its performance under this Agreement; or

- 12.1.4 Any claim for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with the Escrow Material, provided that Licensor shall not be liable for that portion of any such indemnification amount to the extent resulting from Escrow Agent's gross negligence or wilful misconduct in connection with this Agreement.
- 12.2 Licensee agrees to defend, indemnify and hold harmless Escrow Agent, its affiliates, members, managers, employees, representatives, contractors, agents, attorneys, accountants, successors and assigns, from and against any claims, demands, suits or other proceedings, actions, losses, costs, liabilities or expenses (including but not limited to reasonable attorneys' fees) which may be imposed on, or incurred by or asserted against the same, in any way arising out of or relating to this Agreement, including, without limitation:
 - 12.2.1 Any written or electronic direction, including submissions through the System, from such Licensee to Escrow Agent which Escrow Agent subsequently acts upon in connection with this Agreement;
 - 12.2.2 Any negligence or willful misconduct of such Licensee, or its employees, agents contractors or subcontractors in connection with this Agreement;
 - 12.2.3 Any breach, violation or non-performance by such Licensee, or its employees, agents, contractors or subcontractors, of any term, covenant or provision of this Agreement, or any laws, rules and regulations of any kind governing such Licensee with respect to its performance under this Agreement, provided that such Licensee shall not be liable for that portion of any such indemnification amount to the extent resulting from Escrow Agent's gross negligence or intentional misconduct in connection with this Agreement; or
 - 12.2.4 Any claim for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with the such Licensee's use of the Escrow Material, provided that Licensee shall not be liable for that portion of any such indemnification amount to the extent resulting from Escrow Agent's gross negligence or intentional misconduct in connection with this Agreement.

13 Term and Termination.

- 13.1 This Agreement shall continue in full force and effect until terminated in accordance with this Section 13 or failure to pay in accordance with Section 6.
- 13.2 If Licensor, fails to pay an invoice addressed to it for Escrow Agent's services under this Agreement within thirty (30) days of its issue, Escrow Agent shall provide Licensor, with a copy to Licensee, written notice/demand to pay the outstanding invoice within thirty (30) days and prevent the Licensor from updating the deposit account until such payment is received. If Licensor has not paid its invoice by the expiration of the thirty (30) day notice period, Escrow Agent shall have the right to terminate this Agreement or the registration of Licensee (as appropriate) without further notice. In any such event, Licensee shall have the right to pay a Release Fee pursuant to Section 6 of the Registration Agreement in order to receive immediate distribution of the Escrow Material.

- 13.3 Notwithstanding any other provision of this Section 13, Escrow Agent may resign as Escrow Agent hereunder and terminate this Agreement by giving sixty (60) day prior written notice to Licensor and the applicable Licensee(s). In the event that this Agreement is terminated in its entirety, Licensor and such Licensee(s) shall appoint a mutually acceptable successor escrow agent on similar terms and conditions to those contained herein. If a successor escrow agent is not appointed within fourteen (14) days of delivery of such notice, Licensor or such Licensee(s) shall be entitled to request that the AAA appoint a suitable successor escrow agent upon terms and conditions consistent with those set forth in this Agreement. Such appointment shall be final and binding on Licensor and such Licensee(s). If Escrow Agent is notified of the successor escrow agent within such notice period, Escrow Agent agrees to provide access to the System solely for purposes of retrieving the Escrow Material. If Escrow Agent is not notified of the successor escrow agent within such notice period and this Agreement has been terminated in its entirety, Escrow Agent, may delete the electronically deposited Escrow Material.
- 13.4 Licensee may terminate their Registration Agreement after thirty (30) days prior written notice to the Licensor and Escrow Agent via the System. After thirty (30) days has elapsed as set forth in this Section 13.4, the Licensee access to the System and deposit will be removed by the Licensor.
- 13.5 Subject to the terms of this Agreement, Licensor may terminate its interests under this Agreement only upon thirty (30) day prior written notice via System notification to Licensee. Upon expiration of aforesaid thirty (30) day period set forth in this Section 13.5, Escrow Agent shall have no further duties or responsibilities to Licensor or Licensee. Nothing hereunder shall be deemed to affect other termination provisions between Licensor and Licensee, if any, pursuant to other agreements between the Licensor and Licensee.
- 13.6 If the License Agreement with an applicable Licensee has expired or has been lawfully terminated, then Licensor shall provide notice to Escrow Agent thereof to terminate such Licensee's interest under this Agreement, failing which, such Licensee shall be entitled to give written notice to Escrow Agent to terminate such Licensee's interests under this Agreement. Upon receipt of such written notice from either Licensor or Licensee, Escrow Agent shall provide System notification to notify the other party of the notice to terminate. Unless within thirty (30) days of Escrow Agent giving such notice to Licensor and such Licensee, Escrow Agent receives a counter-notice from either party disputing the termination of the License Agreement, then both parties shall be deemed to have consented to such termination and such Licensee's rights under this Agreement shall immediately automatically terminate. Any disputes arising under this Section adjudicated with in accordance with the dispute resolution procedures set forth in Section 8. Upon termination of the applicable License Agreement under this Section, Escrow Agent shall destroy any and all Escrow Material.
- 13.7 This Agreement shall immediately terminate in respect of an applicable Licensee upon release of the relevant Escrow Material to such Licensee in accordance with Section 7.
- 13.8 The termination of this Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement in respect of any other Licensees.
- 13.9 If any termination of a Licensee's interests under this Agreement result in there being no Licensees registered under this Agreement, unless otherwise instructed by Licensor, this Agreement will continue and the Escrow Material shall be retained by Escrow Agent pending registration of other Licensees.
- 13.10 The following Sections shall survive the expiration or termination of this Agreement, including without limitation, Sections 6 (Payment), 9 (Confidentiality), 11 (Limitation of Liability) and 12 (Indemnity).
- 13.11 On and after termination of this Agreement, Licensor and/or the applicable Licensee(s) (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees, costs, and interest which are due and owing under this Agreement but which have not been paid as of the date of termination.

- 13.12 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.
- 14 General.
- 14.1 Each of Licensor and Licensee represent, warrant, and covenant to Escrow Agent that: (a) it is an entity duly incorporated or organized, validly existing, and in good standing in the jurisdiction of its organization/incorporation; (b) it has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution and performance of this Agreement will not violate or constitute a breach of any agreement binding upon such party; (d) it shall comply with all applicable federal, state and local laws in connection with this Agreement; and (e) it has not made, and shall not make, any assignments, grants, licenses, encumbrances, obligations, or agreements, whether written, oral, or implied, inconsistent with its obligations under this Agreement.
- 14.2 Licensor and the applicable Licensee(s) are responsible for notifying Escrow Agent and each other in writing, within thirty (30) days of its occurrence, of any of the following:
- 14.2.1 a change of its name, principal office, contact address or other contact details; and
- 14.2.2 any material change in its circumstances that may affect the validity, operation or performance under this Agreement.
- 14.3 This Agreement shall be governed by and construed according to the internal laws of the State of Colorado, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado. Subject to Section 8 (Disputes), any dispute arising under this Agreement will be resolved in the state or federal courts in Denver County, Colorado as the sole and exclusive forum and venue for any and all actions relating to the enforcement of either party's rights under this Agreement. The parties hereby expressly consent to the personal jurisdiction thereof and waive any objections which they may have to the conduct of any proceedings in any such court whether based upon improper venue, forum non conveniens or otherwise. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 14.4 This Agreement together with, in respect of each Licensee, the applicable Registration Agreement(s), represents the whole agreement relating to its subject matter and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings.
- 14.5 All notices, consents and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given by System or in writing, delivered in person, by overnight courier, or by certified mail, postage prepaid, return receipt requested, facsimile transmission, or electronic mail to the receiving party at the addresses set forth herein (or the applicable Registration Agreement), or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier, or when sent, with proof of transmission in the case of facsimile transmission, or on the date notification is sent via the System. If either party changes its address, it must provide notice to the other party within ten (10) days of such move. If a party fails to give the other party such notice, notice provided to the address above shall be deemed proper.

- 14.6 Neither Licensor nor Licensee may assign this Agreement or delegate its performance under this Agreement to any third party without obtaining the Escrow Agent's prior consent (such consent not to be unreasonably withheld). Subject to the prior written consent of Escrow Agent which may not be unreasonably withheld, either Licensor or Licensee may assign this Agreement in its entirety to any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control provided that the assigning party provides written notice thereof to Escrow Agent and the assignee shall agree to assume all terms, conditions and obligations of this Agreement in writing in form and substance reasonably satisfactory to Escrow Agent. Any purported assignment of rights in violation of this Section shall be void. Escrow Agent shall be entitled to freely transfer or assign this Agreement. This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.7 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. This Agreement shall not be deemed to have been drafted by either party and shall not be construed, interpreted or enforced more strictly against any one party and in favor of another party.
- 14.8 No amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it. This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by Escrow Agent, the applicable Licensee and Licensor) to the License Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).
- 14.9 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six (6) months, any of the other parties shall be entitled to terminate this Agreement by giving thirty (30) day prior written notice of same.
- 14.10 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by a party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, in any other agreement between the parties or otherwise. No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.11 Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof, except such rights as shall inure to an indemnified party hereunder or to a successor in interest or permitted assignee pursuant to the terms hereof.

- 14.12 If Escrow Agent shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, Escrow Agent shall be entitled to recover all reasonable costs in connection therewith, including but not limited to reasonable attorneys' fees.
- 14.13 This Agreement may be executed via electronic means in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 14.14 The parties are independent contractors and nothing contained in this Agreement shall be construed to create or constitute a partnership, joint venture, or employment relationship between the parties.
- 14.15 Unless a clear contrary intention appears, as used herein (a) the singular includes the plural and vice versa, (b) reference to any document or laws means such document and laws as amended from time to time, (c) "include" or "including" means including without limiting the generality of any description preceding such term, (d) the word "or" is not exclusive, unless otherwise expressly stated, (e) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement including the Exhibits attached hereto and incorporated herein by this reference, as the same may be amended from time to time, (f) headings are for convenience only and do not constitute a part of this Agreement, and (g) all references to money shall be in United States dollars.

IN WITNESS WHEREOF, the undersigned Licensor and Escrow Agent named below have caused this Agreement to be effectuated as of the day and year first above written.

LICENSOR:

Name: Keith Brakey, electronically signed on Wednesday, May 16, 2018 12:08:35 PM

Title: Director of Finance

Company: HLP, Inc.

9888 W. Belleview Ave. #110
Littleton, CO 80123
Phone: (800) 459-8376
Email: accounting@chameleonbeach.com

ESCROW AGENT:

Without actual written signature, this Agreement shall be deemed signed by the Escrow Agent upon Licensor's signature hereon

Accruit, LLC
1331 17th Street, Suite 1250
Denver, CO 80202
Phone: (866) 397-1031
Email: DigitalVault@accruit.com

APPENDIX 1
REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AUTHORIZED SIGNATORIES ON BEHALF OF EACH PARTY BEFORE DEPOSIT ACCOUNT SHALL BE IN FORCE AND EFFECT.

Registration Agreement between:

- (1) HLP, Inc. whose principal office is at 9888 W. Belleview Ave. #110 Littleton, CO 80123 ("Licensor");
- (2) Accruit, LLC ("Escrow Agent"); and
- (3) Parties to be assigned by Licensor ("Licensee")

The aforementioned parties hereby agree:

1. This Registration Agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the Escrow Agreement number 000001015 dated May 16th, 2018 ("**Escrow Agreement**") between Licensor and Escrow Agent, as may be amended from time to time.
2. This Registration Agreement, the Escrow Agreement and any custom terms provided for in Appendix 2 to the Escrow Agreement together shall form a binding agreement between Licensee, Escrow Agent and Licensor in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement as though they were a party to the Escrow Agreement and named therein as a Licensee. The Escrow Agreement is hereby incorporated herein by reference.
4. Licensor agrees to deposit Escrow Material relating to the Software or other applicable Intellectual Property Rights (if any) per the terms of the Escrow Agreement and any applicable License Agreement between the parties.
5. Escrow Agent will set up a Deposit Account for the Software (or other applicable Intellectual Property Rights, if any) and any Escrow Material deposited. Updates to the Escrow Material already deposited under an existing Deposit Account shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.
6. The Release Events for the subject agreement between Licensor and Licensee are as follows:
 - 6.1 A receiver, trustee, or similar officer is appointed for the business or property of Licensor;
 - 6.2 Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software (or other applicable Intellectual Property Rights, if any) in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
 - 6.3 Any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days;
 - 6.4 Licensor takes any corporate action authorizing any of the foregoing;
 - 6.5 Any similar or analogous proceedings or event to those in Sections 5.1 through 5.3 above occurs in respect of Licensor within any jurisdiction outside the USA;
 - 6.6 Licensor ceases to carry on its business or the part of its business which relates to the Software (or other applicable Intellectual Property Rights, if any);
 - 6.7 Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software (or other applicable Intellectual Property Rights, if any) under the License Agreement or any maintenance agreement entered into in connection with the Software (or other applicable Intellectual Property Rights, if any) and has failed to remedy such default notified by Licensee to Licensor within a reasonable period; or
 - 6.8 Any other matter that may constitute a Release Event as may be agreed to in writing by the Licensor and Licensee.

7. Licensors shall be solely responsible for all Escrow related fees, per Escrow Agent's fee schedule, which fees are subject to change with thirty (30) day prior written notice in accordance with Section 6.3 of the Escrow Agreement; provided however, that should any Licensee declare a Release Event pursuant to Section 13.2 of the Exchange Agreement and Section 6 of the Registration Agreement, Licensee shall be required to pay to Escrow Agent a one-time release fee of \$150.00 to receive distribution of Escrow Material.

IN WITNESS WHEREOF, the undersigned Licensors and Licensee, and Escrow Agent named below have caused this Registration Agreement to be effectuated as of the day and year first above written.

LICENSOR:

Name: Keith Brakey, electronically signed on Wednesday, May 16, 2018 12:08:35 PM

Title: Director of Finance

Company: HLP, Inc.

9888 W. Belleview Ave. #110

Littleton, CO 80123

Phone: (800) 459-8376

Email: accounting@chameleonbeach.com

ESCROW AGENT:

Without actual written signature, this Agreement shall be deemed signed by the Escrow Agent upon Licensors's signature hereon

Accruit, LLC

1331 17th Street, Suite 1250

Denver, CO 80202

Phone: (866) 397-1031

Email: DigitalVault@accruit.com