

CaseWorthy SaaS Services Agreement

THIS SOFTWARE-AS-A-SERVICE ("**SaaS**") SERVICES AGREEMENT (the "**Agreement**"), effective on the Effective Date, is by and between CaseWorthy, Inc. ("**CaseWorthy**"), a Utah corporation having its principal place of business at PO Box 70837, West Valley City, Utah 84170, and Washoe County ("**Customer**") having its principal place of business at 1155 E 9th Street, Reno, Nevada 89512 (collectively, the "**Parties**").

WHEREAS, CaseWorthy is engaged in the business of developing case management operational collaboration and reporting applications, and providing customers and their Authorized Users with access to the CaseWorthy application solution specified in the applicable Order Form (the "**Application**"), as well as providing certain services related to the Application;

WHEREAS, Customer desires to obtain certain software subscription services from CaseWorthy, together with other applicable Services, pursuant to the terms of this Agreement and a statement of work ("**SOW**") or schedule to this Agreement; and

WHEREAS, if Customer is a governmental agency, the parties acknowledge that this Agreement is a required purchase; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL DEFINITIONS:

1.1 "Affiliate" of a party means any legal entity in which a Party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights.

1.2 "Application" means CaseWorthy's hosted software application specified in the Order Form, made available to Customer under the terms of this Agreement.

1.3 "Application Materials" mean all content and materials related to the Application that are made available to Customer by CaseWorthy, in connection with the Services, on the website for the Application, or otherwise, including training materials, software, text, graphics, logos and images. Application Materials do not include the Customer Data, Customer Confidential Information, or the Application.

1.4 "Authorized User" means any individual to whom Customer grants access authorization to use the Application that is an employee, agent, contractor, or representative of:

- (a) Customer;
- (b) an Affiliate of Customer; or
- (c) a Business Partner of Customer or its Affiliate.

1.5 “BAA” means the Business Associate Addendum attached to this Agreement as Exhibit 2.

1.6 “Business Partner” means a legal entity that requires use of the Application in connection with Customer’s and/or its Affiliates’ business operations. These may include customers, distributors, service providers, and/or suppliers of Customer, but may not include CaseWorthy competitors.

1.7 “Confidential Information” means a Party’s non-public business and technology information, trade secrets, lists of customers and suppliers (including but not limited to the names and addresses of customers, clients, and prospective customers or clients), financial information (including information related to profits and profit margins), price lists and fees, business plans and prospects, internal books and records, mailing lists, accounts receivable and payable ledgers, training and operational manuals, research, policies, plans and systems, and all other information that (i) the disclosing Party or its representatives mark or otherwise designate as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. Confidential Information expressly includes the following:

- (a) With respect to Customer: (i) Customer Data; (ii) Customer’s marketing and business data and requirements; (iii) Customer’s implementation plans; and (iv) Customer financial information; and
- (b) With respect to CaseWorthy: (i) the Application, Documentation, and Application Materials; and (ii) information regarding CaseWorthy’s research and development, product offerings, pricing, and availability.

1.8 “Customer Data” means any content, materials, data, and information that Authorized Users enter into the *Production* database of the Application or that Customer derives from its use of and stores in the Application (e.g., Customer-specific reports), including protected health information (“**PHI**”) and other personal information of individuals provided by Customer to CaseWorthy. Customer Data and its derivatives will not include CaseWorthy’s Confidential Information or intellectual property, such as report templates.

1.9 “Documentation” means CaseWorthy’s then-current technical and functional user documentation for the Application, which may be in the form of online instructions or video or audio recordings, as made available to Customer.

1.10 “Effective Date” means the date specified on the Signatures page as the Effective Date, regardless of the order of signing or when the Parties have signed the Agreement.

1.11 “Party” shall mean either CaseWorthy or Customer, and in the plural, shall mean both CaseWorthy and Customer.

1.12 “Personal Health Information” or “PHI” shall mean an individual’s personal health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”).

1.13 “Order Form,” “Estimate/Order Form” or “Schedule A” shall mean CaseWorthy’s Schedule A – Order Form specifying the price to Customer for the Subscription Service and/or other Services specified therein. An Order Form will often include an SOW and its various terms and conditions. Each Order Form shall be governed by the terms of this Agreement and shall reference this Agreement and the Effective

Date specified herein. In case of a contradiction between the terms of this Agreement and the terms of an Order Form, the terms of the Order Form shall prevail. Both Parties must sign the Order Form.

1.14 “Services” or “Professional Services” shall mean support and maintenance services, implementation services, training services, customization, consulting services or other professional services performed or to be performed by CaseWorthy for Customer pursuant to an SOW or schedule to this Agreement, as agreed by the Parties in writing, subject to the terms and conditions of this Agreement. The SOW or schedule will be subject to the availability of qualified employees of both Parties.

1.15 “SLA” means the Service Level Agreement for the Application and Subscription Service, which is provided as Exhibit I to this Agreement. CaseWorthy may update the SLA and its support policies from time to time, upon notice to Customer, provided that any change that materially adversely affects Customer shall not take effect until the beginning of the next renewal term.

1.16 “Statement of Work” or “SOW” shall mean a statement of work signed by both Parties, specifying Services to be provided to Customer. Each SOW shall be governed by the terms of this Agreement and shall reference this Agreement. In case of a contradiction between the terms of this Agreement and the terms of an SOW, unless expressly stated otherwise in the SOW or this Agreement, the terms of the SOW shall prevail.

1.17 “Subscription Service” means the subscription service for Customer and its Authorized Users to access and use the hosted Application.

1.18 “Subscription Term” means the entire term of this Agreement, including the initial term identified in the applicable Order Form and all renewal terms.

1.19 “Third-Party Software” means any third-party applications and software, whether open source or proprietary, that are owned by entities or individuals other than CaseWorthy and that may interoperate with the Subscription Service or Platform, including but not limited to those listed or provided on the CaseWorthy website or together with the Subscription Service.

1.20 “Usage Metric” means the standard of measurement for determining the permitted use and calculating the fees due for the Application as set forth in an Order Form.

2. GRANT OF USAGE RIGHTS AND RESTRICTIONS:

2.1 Grant of Rights: Subject to the terms and conditions herein, CaseWorthy hereby grants Customer a non-exclusive, non-transferable right to access and use the Application. The Application will be hosted either on CaseWorthy’s servers or the servers of a third party that in the business of hosting web- or cloud-based software applications. Nothing in this Agreement shall be construed to restrict or limit in any manner CaseWorthy’s marketing or distribution activities or its appointment of or business with other subscribers, customers, dealers, distributors, or agents.

- (a) Subject to the restrictions on use as set forth herein, Customer will have access to the Application for the purpose of using the Application for its intended purpose and in accordance with the specifications set forth herein. All purchased features and functions of the Application will be available to Customer as part of the subscription fee(s).

- (b) Customer will use the Application only for its own and its Affiliates' internal business operations and will not permit the Application to be used by or for the benefit of anyone other than Customer. Customer will not have the right to resell, transfer or assign or give any third parties rights to access or use the Application, except as expressly provided herein. Customer agrees to use the Application in a manner that complies with all applicable laws, including HIPAA, privacy and intellectual property and copyright laws.

2.2 Authorized Users: Customer may permit Authorized Users to use the Application. Usage is limited to the Usage Metrics and volumes stated in the applicable Order Form. Access credentials for the Application may not be used or shared by more than one individual but may be transferred from one individual to another if the original user is no longer permitted to use the Application. Customer is responsible for any breaches of the Agreement by Authorized Users. Customer will not, and will not permit Authorized Users to:

- (a) Transmit or share identification or password codes to persons other than Authorized Users;
- (b) Permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Users; or
- (c) Permit access to the Application through a single identification or password code made available to multiple users on a network.

2.3 Acceptable Use Policy: With respect to the Application, Customer will not, and will ensure that its Authorized Users do not:

- (a) Disassemble, decompile, reverse engineer, copy, translate, modify, make derivative works, or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Application or of any files contained in or generated using the Application;
- (b) Transmit any content or data that is unlawful or infringes any intellectual property rights;
- (c) Use the Application in any unlawful manner or for any unauthorized business, including for the benefit of any third party businesses;
- (d) Use the Application to develop a competitive product or service; copy any features, functions or graphics of CaseWorthy's website, Application or Application Materials; or allow a direct competitor of CaseWorthy to access the Application through Customer's or its Authorized Users' accounts;
- (e) Upload any Customer Data that contains any libelous or unlawful material, or any materials that may cause harm or injury or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights;
- (f) Do or authorize any third party to do any act that would invalidate or adversely affect in a material manner any intellectual property rights of CaseWorthy, or do or authorize any third party to make any omission, which by its omission, would have that effect;

- (g) obtain or attempt to obtain any materials or information on or through the Application or CaseWorthy hosted system through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining; or
- (h) use the Application or CaseWorthy's website or system in any manner which could damage, disable, overburden, or impair the Application or system, interfere with any other party's use and enjoyment thereof, or circumvent or endanger the operation or security of the system.

2.4 Verification of Use: CaseWorthy shall have the right to monitor use of the Application to verify compliance with the Agreement.

2.5 Suspension of Application: CaseWorthy may immediately suspend Customer's use of the Application if continued use may result in material harm to the Application or its users, including other customers of CaseWorthy. CaseWorthy will promptly notify Customer of the suspension. CaseWorthy will limit the suspension in time and scope as reasonably necessary under the circumstances.

2.6 Third-Party Web Services: The Application may include integrations with web services made available by third parties that are accessed through the Application and which are subject to terms and conditions with those third parties. Those third-party web services are not part of the Application and this Agreement does not apply to them.

2.7 Storage Capacity: CaseWorthy will provide 50 gigabytes of data storage space on the Application server(s) for Customer to use for storage of data necessary for use of the Application. If Customer's use exceeds the standard storage space allotted herein, Customer shall pay a current and commercially reasonable market rate for Customer's additional data storage needs, which will be negotiated and subsequently approved by the Parties in a written agreement or addendum.

2.8 Customer Hardware: Customer will be responsible for providing all Customer equipment to establish a connection to the internet, and for paying for any associated fees (including telephone service or other telecommunications service, computers, and modems).

2.9 Requirement for Customer System Administrator: Customer shall assign a system administrator to the CaseWorthy Application and designate one or two primary alternate system administrators as points of contact with CaseWorthy, including for receiving system notices. Customer's system administrators must complete formal system administration training provided by CaseWorthy or a CaseWorthy partner. If at any time Customer does not have a designated CaseWorthy system administrator who has received system administrator training from CaseWorthy, Customer shall notify CaseWorthy within 30 days of Customer's lack of system administrator to arrange for system administrator training to occur within 30 days of that notice, which will result in additional fees to Customer for those training Services.

2.10 Third-Party Software: Any open source components of the Application are subject to the applicable third-party license or subscription terms; CaseWorthy will make a list of the Third-Party Software components and their licenses available upon request. Other Third-Party Software that is embedded in the Application, or is provided by CaseWorthy as an integrated part of the Application, is provided by CaseWorthy to Customer pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to

Customer. Third-Party Software is authorized only for use in connection with the Application, unless otherwise permitted under an open source license.

3. CASEWORTHY RESPONSIBILITIES:

3.1 Provisioning: CaseWorthy will provide access to the Application as described in this Agreement.

3.2 Support and Maintenance Services: CaseWorthy will provide maintenance and support Services for the Application as referenced in an applicable Order Form and the SLA (Exhibit 1) provided herein, subject to the terms of this Agreement.

- (a) **Support:** Support Services are described in the SLA. CaseWorthy provides both “Baseline Support” and “Custom Support” services, as defined in the SLA.
- (b) **Application Maintenance:** CaseWorthy will maintain the Application during the Subscription Term. If the “baseline” (i.e., standard) Application software code has been customized (“**customized**” means software code changes, as opposed to software configurations) by CaseWorthy personnel, CaseWorthy will agree to maintain the Application as customized, subject to the terms of the SLA relating to Custom Support.
- (c) **Application Updates/Point Releases:** Provided that Customer has purchased maintenance and support Services pursuant to an Order Form and is current in its maintenance and support fee payments, Customer will be offered all Application upgrades, including point releases, compliance updates and general enhancements. All custom forms, workflows, reports, etc. will require Customer testing and approval before Application updates are applied.

3.3 Professional Services:

- (a) If CaseWorthy is to provide Professional Services to Customer, the scope of Services will be established in an applicable Order Form or SOW signed by the Parties. CaseWorthy does not generally provide scoping Services, i.e., needs analysis/discovery work, without having an agreement in place with Customer that provides for payment by Customer to CaseWorthy for those Services. If Customer requires CaseWorthy to perform needs analysis/discovery work for a future Services engagement, CaseWorthy will generally require Customer to purchase a block of Services hours for CaseWorthy to provide those Services.
- (b) Customer must promptly communicate with CaseWorthy and provide any reasonably requested input regarding necessary project implementation matters. If fourteen (14) days elapse without communication from Customer, CaseWorthy may invoice Customer for, and Customer shall pay within thirty (30) days of the invoice date, the remaining Service hours contracted for by Customer. Once paid for, those Service hours will remain available to Customer for a period of twelve (12) months.
- (c) All Professional Services must be completed within **twelve (12) months** from the signature date of the Estimate/Order Form (the “**Professional Services Period**”). Any portion of the Professional Services not used within that period will be automatically forfeited by Customer, with no further action required of either Party, and Customer will not be entitled to a refund

or any credit toward additional or other Professional Services, for any unused portion of the fees paid for Professional Services. In order for CaseWorthy to provide Professional Services to Customer after the Professional Services Period, Customer and CaseWorthy shall mutually agree, in writing, under a separate Estimate/Order Form and SOW, to the terms and fees for such Professional Services.

- (d) In the event Customer anticipates an unavoidable delay that will require it to pause Professional Services in order to complete assigned tasks, Customer must provide written communication of its need for such pause. Such communication must be received by CaseWorthy at least five (5) business days in advance of when such pause is to begin, and the pause will be limited to no more than ten (10) business days.

3.4 Security: CaseWorthy uses commercially reasonable security technologies and administrative, physical, and technical measures designed to protect the confidentiality, availability and integrity of Customer Data. As a data processor, CaseWorthy will implement technical and organizational measures referenced in the applicable Order Form and the SLA to secure Customer Data processed in the Application in accordance with applicable data protection laws and regulations.

3.5 Modifications:

- (a) The Application may be modified by CaseWorthy from time to time. CaseWorthy will inform Customer of modifications by email, release notes, Documentation, the Application, or through other standard communication channels. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Application.
- (b) If Customer in good faith establishes that a modification is not solely an enhancement and materially reduces the functionality of the Application, Customer may contact CaseWorthy to discuss its concerns. If Customer's concerns are not resolved to its satisfaction, Customer may terminate its subscription to the affected Application pursuant to Section 6.2 by providing written notice to CaseWorthy within thirty days after receipt of CaseWorthy's informational notice regarding the modification.

4. CUSTOMER AND PERSONAL DATA:

4.1 Customer Data: Customer is responsible for entering Customer Data into the Application and ensuring such Customer Data is complete and accurate and that Customer has the legal right to share the Customer Data (including PHI and personal data of individuals) with CaseWorthy. Customer grants to CaseWorthy (including CaseWorthy subcontractors) a non-exclusive right to process Customer Data solely to provide Services to Customer and support the Application. Customer owns its data hosted by CaseWorthy.

4.2 Personal Data and PHI: Customer will collect and maintain all personal data and Protected Health Information contained in the Customer Data in compliance with applicable data privacy and protection laws and regulations. CaseWorthy will protect PHI in accordance with the terms of the BAA attached as Exhibit 2 or such other BAA as the Parties may agree to in writing.

4.3 Security: Customer will maintain reasonable security standards and practices for its Authorized Users' use of the Application.

4.4 Access to Customer Data:

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format (e.g., a CSV file). Export and retrieval may be subject to technical limitations, in which case CaseWorthy and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) Before the Subscription Term expires, Customer may use CaseWorthy's self-service export tools (as available) to perform a final export of Customer Data from the Application.
- (c) At the end of the Subscription Term, CaseWorthy will delete the Customer Data remaining on servers hosting the Application unless applicable law requires retention. Retained data is subject to the confidentiality provisions of this Agreement.
- (d) In the event of third-party legal proceedings relating to the Customer Data, CaseWorthy will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES:

5.1 Subscription Fees and Payment: Customer will pay subscription fees as stated in the applicable Order Form. If a subscription fee payment is past due, after no less than seven (7) days' prior written notice, CaseWorthy may suspend Customer's use of the Application until payment is made. Unless otherwise provided herein or within an SOW or Schedule subject to this Agreement, Customer cannot withhold, reduce, or set-off fees owed, nor reduce Usage Metrics, during the Subscription Term.

5.2 Payments for Professional Services: Fees and payments for Professional Services will be governed by an applicable Order Form. Fees for fixed-price Services shall be billed in advance, unless the applicable Schedule(s) dictate(s) otherwise (e.g., milestones billing). Payments for Services are due within thirty (30) days of the delivery schedule identified in an applicable Order Form, unless otherwise specified in the Order Form. An invoice will be prepared identifying the payment phase to assist with accounting records. Payments that are tied to the delivery of functionality identified in an applicable SOW or Order Form may be withheld if such functionality has not been delivered by the applicable due date. To withhold phase payment due to a failure to deliver or a warranty breach relating to Professional Services, Customer must inform CaseWorthy of said breach in writing within ten (10) business days of the phase delivery date. CaseWorthy will respond with a remedy approach and revised delivery date within ten (10) business days of receipt. Upon resolution, Customer will pay CaseWorthy pursuant to the normal payment schedule, including any past due amounts, if any. If after thirty (30) days from the invoice date, full payment has not been received, performance of the Professional Services may be suspended at the election of CaseWorthy. Professional Services will recommence upon receipt of payment of the outstanding balance.

5.4 Payment Terms: Invoices shall be deemed overdue if they remain unpaid for thirty (30) days after the invoice date. If Customer's procedures require that an invoice be submitted against a purchase order before payment can be made, Customer will be responsible for issuing such purchase order at least fifteen (15) days before the payment due date. If full payment is not received within thirty (30) days of the invoice date, Customer may be charged interest at one (1) percent per month on the outstanding balance. Unless Customer provides CaseWorthy with notice of an invoice dispute, including the reasonable details regarding basis for such dispute, within sixty (60) days after the date of the invoice on which such disputed amounts appear, the invoice will be deemed approved by Customer and the right to dispute any such amounts invoiced will be deemed waived. Customer will not withhold any undisputed portion of any invoiced amounts. All Order Forms are non-cancelable and fees are non-refundable, except as otherwise specifically set forth in this Agreement.

5.5 Incidental Expenses: Customer shall reimburse CaseWorthy for reasonable equipment and other out-of-pocket expenses incurred in conjunction with Services to be performed for Customer, as well as for any travel that may be authorized by Customer, as set out in the applicable Order Form or SOW.

5.6 Taxes: Fees and other charges imposed under an applicable Order Form will not include taxes, such as VAT (value-added tax), or duties. Customer is responsible for all applicable taxes and duties, other than CaseWorthy's income and payroll taxes. Customer must provide to CaseWorthy any direct pay permits or valid tax-exempt certificates prior to or contemporaneously with the signing of an applicable Order Form. If CaseWorthy is required to pay taxes (other than its income and payroll taxes) or duties, Customer will reimburse CaseWorthy for those amounts and indemnify CaseWorthy for any taxes, duties, and related costs paid or payable by CaseWorthy attributable to those taxes, duties, or related costs.

6. TERM AND TERMINATION:

6.1 Subscription Term: The initial term of this Agreement is as stated in the applicable Order Form, subject to prior termination as set forth herein. After such initial term, this Agreement will be automatically renewed on an annual basis, subject to the terms of the applicable Order Form, unless either Party notifies the other Party of its election not to renew this Agreement. Customer must notify CaseWorthy of its intention not to renew at least thirty (30) days prior to the expiration of the then-current initial or renewal term. CaseWorthy must notify Customer of its intention not to renew at least three (3) months prior to the expiration of the then-current initial or renewal term.

6.2 Termination for Cause: A party may terminate the Agreement:

- (a) Upon thirty (30) days' prior written notice of the other Party's material breach, unless the breach is cured during that thirty-day period;
- (b) As permitted under Sections 3.5(b), 7.3, or 8, with termination effective thirty (30) days after receipt of notice in each of these cases; or
- (c) Subject to the provisions of the federal bankruptcy code or any applicable state law receivership code(s), either Party may terminate this Agreement effective immediately upon written notice thereof to the other Party if (i) the other Party becomes insolvent, is generally

unable to pay its debts as they become due, makes a general assignment for the benefit of its creditors, or seeks relief under any bankruptcy, insolvency or debtor's relief law; (ii) proceedings are commenced against the other Party under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within ninety (90) days from the date of commencement thereof; (iii) a receiver is appointed for the other Party or its material assets; (iv) the other Party is liquidated, dissolved or ceases operations; or (v) non-appropriation of government funds.

6.3 Refund if Termination for Cause: In the event of a termination of this Agreement by Customer for cause under Section 6.2, Customer will be entitled to a pro-rata refund in the amount of the unused portion of pre-paid fees for the Subscription Term calculated as of the effective date of termination, and Customer will be released from its obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination: Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Application and all CaseWorthy Confidential Information will end;
- (b) Confidential Information of the disclosing Party will be returned or destroyed as required by the Agreement;
- (c) Any SOW not fully completed at the time of termination shall terminate automatically at the time of termination or expiration of this Agreement, unless otherwise agreed by the Parties in writing; and
- (d) Unless this Agreement provides otherwise, neither Party shall incur any liability whatsoever for any damages, losses, or expenses of any kind suffered or incurred by the other arising from or pursuant to any termination of this Agreement by such Party in accordance with the terms of this Agreement whether such Party is aware of any such damages, losses, or expenses. Termination is not the sole remedy hereunder, and whether termination occurs, all other remedies shall remain available, including injunctive relief. Termination shall not relieve either Party of its obligation to pay all charges that accrued prior to such termination.

6.5 Survival: Sections 1, 2.3, 2.6, 5, 6.3, 6.4, 6.5, 7.5, 8, 9, 10, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.8, 12.9, 12.12, and 12.13 will survive the expiration or termination of the Agreement, together with such other sections or terms as by their meaning or intent should survive termination.

7. WARRANTIES:

7.1 Mutual Warranties: Each Party warrants and represents that this Agreement has been duly authorized, executed, and delivered and is legal, valid, binding, and is enforceable in accordance with its terms, and each Party has the legal right, power, and authority to enter into this Agreement. Each Party warrants its current and continuing compliance, in all material respects, with all laws and regulations applicable to it. Customer acknowledges that the Application as provided by CaseWorthy is capable of complying with HIPAA and other applicable laws, but that it is Customer's sole

responsibility to ensure that Customer and its Authorized Users are using the Application in a manner that does not violate any law or regulation.

7.2 Customer Warranties: Customer represents and warrants that (a) its Customer Data and any other materials or information provided by Customer to CaseWorthy in connection with this Agreement will not violate any person's right of privacy or any third party copyright, trademark, or other intellectual property rights, and that Customer and its Authorized Users will not transmit any such materials to Company; and (b) Customer and its Authorized Users will use the Application only as permitted by law and regulation.

7.3 CaseWorthy Warranties: CaseWorthy represents and warrants to Customer as follows:

- (a) The Application will comply in all material respects with its applicable Documentation. Customer must report any breach of warranty under this Section 7.3(a) to CaseWorthy in writing within thirty (30) days of Customer's discovery of the defect in the Application. Customer's sole and exclusive remedies and CaseWorthy's entire liability for breach of this warranty will be: (i) at CaseWorthy's option, to repair any material, reproducible deficient functionality of the Application, or to replace such defective functionality with a reasonably equivalent functionality; or (b) if CaseWorthy is unable or fails to cure the warranty breach within a reasonable time, CaseWorthy or Customer may terminate the Subscription Service and CaseWorthy shall refund Customer's prepaid fees for such Subscription Service, from the date the Application was unable to perform as warranted. Any such termination by Customer must occur within three months of the initial occurrence of the warranty breach.
- (b) CaseWorthy represents and warrants that it will: (i) perform the Services in a professional manner consistent with the standards of CaseWorthy's industry using appropriately trained and qualified personnel; and (ii) perform the Services in compliance and in accordance with the provisions of this Agreement and the applicable SOW(s) and Schedule(s) in all material respects. Customer must report any breach of warranty under this Section 7.3(b) to CaseWorthy in writing within sixty (60) days of the earlier of CaseWorthy's completion of the Services or Customer's discovery of the defect in the Services. Customer's sole and exclusive remedies and CaseWorthy's entire liability for breach of this warranty will be: (i) to re-perform the defective Services; or (ii) if such re-performance does not occur or does not cure the breach, to refund the amounts paid by Customer for the defective Services.
- (c) CaseWorthy will maintain an average monthly system availability for Customer's *Production* database of the Application as defined in the SLA (the "**Uptime Requirement**"). Customer's sole and exclusive remedies for CaseWorthy's breach of the Uptime Requirement warranty are as follows:
 - (i) the issuance of a credit in the amount described in the applicable SLA. Customer will follow CaseWorthy's posted credit claim procedure. When the validity of the Service credit is confirmed by CaseWorthy in writing (email permitted), Customer may apply the credit to a future invoice for the Application or request a refund for the amount of the credit if no future invoice is due.

- (ii) If CaseWorthy fails to meet the SLA's Uptime Requirement: (A) for four (4) consecutive months; (B) for five (5) or more months during any twelve-month period; or (C) at a system availability level of at least 95% for one (1) calendar month, Customer may terminate its Subscription Service pursuant to Section 6.2 for the affected Application by providing CaseWorthy with written notice within thirty (30) days after the failure. Notwithstanding the foregoing, in no event will a system availability level be determined by factors or hardware components that are not subject to CaseWorthy's or CaseWorthy's data-center partner's exclusive control.

7.4 Warranty Exclusions: The warranties in Section 7.3 will not apply if:

- (a) The Application is not used in accordance with this Agreement or any applicable Documentation;
- (b) Any non-conformity is caused by Customer, or by any product or service not provided by CaseWorthy;
- (c) Without the direct involvement of CaseWorthy personnel, the Application or parts of the Application are configured solely by Customer or a third party using the CaseWorthy apBuilders tool-set;
- (d) Customer is not on a version of the Application for which CaseWorthy provides maintenance and support (see Section 2.F of the Support Agreement); or
- (e) The Application was provided for no fee.

7.5 Disclaimer: Except as expressly set forth in this Agreement or agreed in writing by an authorized official of CaseWorthy, the Application and all Services are provided "AS IS". Open source copyright holders have no liability to Customer for any reason. CASEWORTHY AND ITS AFFILIATES, LICENSORS AND SUBCONTRACTORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. CaseWorthy's warranties do not apply to any free or unpaid Services or rights to use the Application. Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 12.6. CaseWorthy shall not be liable for any unauthorized representations or warranties made by Customer to Authorized Users or any third parties. In addition to the disclaimers set forth above:

- (a) **Software Disclaimer:** Neither CaseWorthy nor its Affiliates, licensors or subcontractors make any representations or warranties, express or implied, statutory or otherwise, regarding results to be derived from the use of or integration with any products or software services provided under the Agreement, or that the operation of the Application or any other products or software services will be secure, uninterrupted, or error free. Customer agrees that it is not relying on delivery of future functionality, public comments, or advertising of CaseWorthy or product roadmaps in purchasing the Subscription Service. CaseWorthy expressly disclaims any warranties or guarantees for any custom functionality that Customer performs, executes, configures, etc. via the CaseWorthy apBuilders framework.

- (b) **Professional Services Disclaimer:** Nothing in this Agreement and nothing in CaseWorthy's statements to Customer can or shall be construed as a promise or guarantee about the successful outcome of the Services to be provided under this Agreement or under any applicable SOW, technical design document, or Schedule. Customer acknowledges and agrees that the accomplishment of the goals established for this engagement will require each Party to fully cooperate with the other Party, to fulfill its role, perform its obligations in a timely manner with personnel qualified to perform the tasks assigned, and to coordinate its efforts with the efforts of the other Party, and that all Services provided will require both Parties' inputs and efforts. Accordingly, Customer shall retain the right and the responsibility to make decisions with respect to the selection of third-party software and the third-party software services and their collective implementation with respect to its business, and CaseWorthy makes no representation or warranty with respect thereto. Customer agrees to hold CaseWorthy, its officers, directors, employees, shareholders, subcontractors, agents, and affiliates harmless in the event that such third-party software or third-party software services may either: (i) adversely affect the performance of its existing software and systems including, without limitation, date-dependent data, computations, output or other functions; and/or (ii) not comply with the technical changes or fixes that the vendor of such software or service may have represented, provided that CaseWorthy gives Customer advance written notice of such adverse effect or non-compliance and Customer directs CaseWorthy to proceed.

8. INDEMNIFICATION:

8.1 Indemnification by CaseWorthy: CaseWorthy shall defend Customer against or settle at its option any suit or proceeding alleging that the Application infringes any third party copyright or patent that has issued as of the Effective Date, and indemnify Customer against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement. If the Application is finally held or believed by CaseWorthy to infringe or its use by Customer is enjoined, CaseWorthy may obtain a license or grant of rights under the rights that have been infringed, modify the Application so it is noninfringing or provide to Customer a substitute Application that is noninfringing. If the foregoing options are not commercially reasonable, CaseWorthy may terminate the right to access the affected Application upon written notice to Customer, and in such event shall refund any prepaid and unearned fees. CaseWorthy shall have no liability for infringement based upon (a) modification of the Application by any party other than CaseWorthy, (b) infringement by any Third-Party Software or other third-party product (even if integrated into the Application or otherwise provided to Customer by CaseWorthy), (c) the combination or use of the Application with any other software, product, equipment, or process not furnished by CaseWorthy (including any materials provided by Customer), (d) arising out of CaseWorthy's compliance with Customer's designs, specifications or instructions, or (e) use of the Application in a manner for which it was not designed or that violates the terms of this Agreement. **THIS SECTION STATES CASEWORTHY'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. CASEWORTHY IS NOT RESPONSIBLE FOR THE COSTS OF OBTAINING A SUBSTITUTE SERVICE OR PRODUCT.**

8.2 Indemnification by Customer: Customer shall defend CaseWorthy against or settle at its option any suit or proceeding alleging that the Customer Data infringes any third party privacy or intellectual property rights, or that Customer has violated any law or regulation in the manner in which it has used the Application, and indemnify CaseWorthy against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement.

8.3 Indemnification Process. A party must (i) promptly notify the other Party of any claim for which it believes it is entitled to be indemnified, (ii) grant the indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and (iii) provide the indemnifying Party with the assistance, information and authority necessary to perform the above, at the indemnifying Party's expense. The indemnified Party may, at its option and expense, be represented by separate counsel in any such action.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY, OR CASEWORTHY'S LICENSORS OR AFFILIATES, BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SUBSCRIPTION SERVICE, OTHER SERVICES, OR THE APPLICATION, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). CASEWORTHY'S AND ITS LICENSORS' AND AFFILIATES' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED (i) IN THE CASE OF CLAIMS ARISING OUT OF OR RELATED TO PROFESSIONAL SERVICES, THE TOTAL AMOUNTS PAID FOR THE SERVICES IN QUESTION; AND (ii) FOR ALL OTHER CLAIMS OR DAMAGES, THE AMOUNT OF SUBSCRIPTION FEES CUSTOMER HAS PAID TO CASEWORTHY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. CaseWorthy will not be liable for any damages caused by or relating to any Application or Services provided for no fee. The Agreement allocates the risks between CaseWorthy and Customer, and the fees for the Application and Services reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 CaseWorthy Ownership: CaseWorthy and its Affiliates and licensors (if applicable) own all intellectual property rights in and related to the Application, Application Materials, Documentation, Services, design contributions, related knowledge or processes, any derivative works of them, and their proprietary information. Proprietary information includes information in any medium previously disclosed or currently or subsequently disclosed by CaseWorthy to Customer, or which Customer learns from CaseWorthy, relating to the CaseWorthy Application(s), the properties, composition or structure thereof, or CaseWorthy's business (including, without limitation: computer programs; algorithms;

names and expertise of employees and consultants; know-how; formulas; processes; ideas; inventions (whether patentable); schematics and other technical, business, and financial information; CaseWorthy product development plans; forecasts; strategies; and information), and such information is the confidential property of CaseWorthy. All rights not expressly granted to Customer are reserved to CaseWorthy and its Affiliates (if in existence) and licensors (if in existence).

10.2 Customer Ownership: Customer retains all rights in and related to the Customer Data. CaseWorthy may use Customer Data and Customer's trademarks solely to provide and support the Application, in connection with the provision of Services to Customer, and as permitted under Section 12.15.

10.3 Feedback: CaseWorthy shall have a royalty-free, worldwide, irrevocable, perpetual license to use any suggestions, enhancement requests, complaints or other feedback from Customer or its Authorized Users relating to the Application ("**Feedback**") and to incorporate it into CaseWorthy's Application, software, products and Services. CaseWorthy shall exclusively own all right, title and interest in and to any software and intellectual property developed by it or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Customer.

10.4 Usage Data: The Application may track metadata, statistical data and usage data related to Customer's and Authorized Users' use of the Application ("**Usage Data**") and provide such data to CaseWorthy. CaseWorthy shall own such Usage Data, excluding any personal data incorporated therein. Customer agrees that CaseWorthy shall have the perpetual right to collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing Services and improving the Application and CaseWorthy's products and services generally. To the extent such Usage Data contains any personal data, CaseWorthy shall not sell or otherwise provide such Usage Data to any third party unless the data been anonymized (e.g., no name or address attached to the particular data) and/or aggregated, so that it is not identifiable as to any particular person. Notwithstanding the foregoing, CaseWorthy may share Usage Data in its original form as necessary or appropriate to provide Services to Customer or to comply with legal obligations or exercise its legal rights.

10.5 Non-Assertion of Rights: Customer covenants on behalf of itself and its successors and assigns not to assert against CaseWorthy, their Affiliates (if in existence) or licensors (if in existence), any rights, or any claims of any rights, in any Application, Application Materials, Documentation, or Services.

10.6 Additional Remedies: Each Party recognizes and acknowledges that the other Party's proprietary information, as defined in Sections 10.1 and 10.2 above, and the confidential nature thereof is critical to the business of the disclosing Party and that the disclosing Party would not enter into this Agreement without assurance that its proprietary information and the value thereof shall be protected as provided in Section 11 and elsewhere in this Agreement. Each Party acknowledges that due to the unique nature of the other Party's proprietary information, there may be no adequate remedy at law for any breach of Section 11 obligations hereunder, that any such breach may allow the breaching Party or third parties to unfairly compete with the Party whose information was disclosed resulting in irreparable harm to it, and therefore, that upon any such breach or any threat thereof, the Party whose information was disclosed will be entitled to apply for appropriate equitable relief, without the necessity of posting a bond or other security (to the extent permitted by applicable law), in addition to whatever remedies it might have at

law, in connection with any breach or enforcement of the other Party's obligations hereunder or the unauthorized use or release of any such proprietary information. A breaching Party shall notify the other Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

11. CONFIDENTIALITY:

11.1 Use of Confidential Information:

- (a) The Parties acknowledge that during the course of the relationship under this Agreement, the Parties may receive, have access to, and create Confidential Information, all of which would not be readily available to the Parties except for the relationship governed by this Agreement. The receiving Party will protect all Confidential Information of the disclosing Party as strictly confidential to the same extent it protects its own Confidential Information, and with not less than a reasonable standard of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to any person or entity other than its personnel, representatives, or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 11. Customer will not disclose the terms of this Agreement or its pricing to any third party, except as expressly required by law. The receiving Party shall not use the disclosing Party's Confidential Information for any purpose other than the proper purposes of this Agreement.
- (b) Confidential Information of either Party disclosed prior to execution of the Agreement will be subject to this Section 11.
- (c) Each Party acknowledges that in the event of a breach of this Section 11, damages may not be an adequate remedy and the disclosing Party may be entitled to, in addition to any other rights and remedies available under the Agreement or at law or in equity, injunctive relief related to any such breach or threatened breach. In the event of legal proceedings relating to Confidential Information, the receiving Party will cooperate with the disclosing Party and comply with applicable law (all at disclosing Party's expense) with respect to handling of the Confidential Information.
- (d) Upon discovery of any unauthorized possession, use, or knowledge of any of the Confidential Information, the receiving Party shall immediately notify the disclosing Party of the same and shall cooperate with the disclosing Party to regain possession or prevent further unauthorized use of the Confidential Information. If such unauthorized possession or use of the Confidential Information is the result of the negligence of the receiving Party or of any breach by the receiving Party of the terms of this Agreement, the receiving Party, at its own expense, shall take all reasonable actions, including if likely to be effective, court proceedings, to recover possession of, or (as the case may be) to prevent further unauthorized use or disclosure of the Confidential Information.
- (e) Upon demand, each Party shall return to the other Party any originals, duplicates, copies, reproductions, and summaries of Confidential Information received from the other Party.

11.2 Exceptions: The restrictions on use or disclosure of Confidential Information will not apply to any information that:

- (a) Is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information;
- (b) Is generally available to the public without breach of the Agreement by the receiving Party;
- (c) At the time of disclosure, was known to the receiving Party free of confidentiality restrictions as evidenced by the receiving Party's written records prepared prior to such disclosure;
- (d) Is disclosed to a third party by the disclosing Party without similar confidentiality restrictions on such third party's rights; or
- (e) The disclosing Party consents in writing to the release of such information.

The receiving Party may also disclose Confidential Information to the extent required by a valid order of a court or other governmental body of the United States or otherwise required by law; provided that the receiving Party gives prompt notice to the disclosing Party of any such order or disclosure requirement, if legally permissible, and reasonably cooperates with the disclosing Party, at the disclosing Party's request and expense, to resist such order or to obtain a protective order.

12. MISCELLANEOUS:

12.1 Entire Agreement: The Agreement, including all Order Forms, schedules and exhibits, which are incorporated herein by reference, constitute the complete and exclusive statement of the agreement between CaseWorthy and Customer with respect to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the Parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both Parties, except as otherwise expressly permitted herein. The Agreement will prevail over all terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if CaseWorthy accepts or does not otherwise reject the purchase order. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either Party, regardless of which Party drafted the Agreement.

12.2 Severability: If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

12.3 No Waiver: A waiver of any breach of the Agreement is not deemed a waiver of any other breach. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

12.4 Electronic Signature: Electronic signatures that comply with applicable law are deemed original signatures.

12.5 Export and Regulatory Matters: CaseWorthy Confidential Information is subject to export control laws of the United States. Customer will not submit CaseWorthy Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export CaseWorthy Confidential Information to countries, persons, or entities if prohibited by export laws.

12.6 Notices: Notices will generally be in writing and given when delivered to the address set forth in the Signatures page herein. Notices by CaseWorthy relating to the operation or support of the Application and those under Section 3.4 may be in the form of an electronic notice to Customer's authorized representative or administrator. Notices are validly given upon the confirmed receipt by the receiving Party. Other than notices given for the purpose of terminating this Agreement, notices from either Party may also be delivered by email and will be validly given upon non-automated confirmation of receipt. Either Party may change its address for purposes of notice by giving notice to the other Party in accordance with these provisions.

12.7 Assignment: Without CaseWorthy's prior written consent, Customer may not assign or transfer this Agreement (or any of its rights or obligations) to any party. CaseWorthy may assign this Agreement to an Affiliate, CaseWorthy may also assign this Agreement to a successor in interest in the case of an initial public offering (IPO) or a merger or sale of all or substantially all of CaseWorthy's stock or assets, or in the case of a corporate reorganization where the intent is to allow CaseWorthy to incorporate in another state within the United States of America, in which cases written consent of Customer will not be required. This provision does not preclude CaseWorthy from determining the mix of personnel, including the use of subcontractors, in performing Services, if applicable and subject to an applicable SOW or Schedule. CaseWorthy is responsible for breaches of the Agreement caused by its subcontractors, to the same extent as if CaseWorthy itself committed such breach. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the Parties.

12.8 Relationship of the Parties: The Parties are independent entities, and no partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties is created by the Agreement. Neither Party shall have any authority to bind or otherwise obligate the other Party in any manner, nor shall either Party represent to anyone that it has a right to do so.

12.9 Non-Solicitation: During the Subscription Term and for a period of 12 months thereafter, unless otherwise agreed by the Parties in writing, neither Customer nor any of its subsidiaries or Affiliates shall directly or indirectly solicit for employment or offer employment to any individual who is then employed by CaseWorthy, or any individual who was employed by CaseWorthy or any of its Affiliates and who was in any way related to CaseWorthy's applicable SOWs or performances of Services with Customer. If this clause is breached, compensatory damages equal to twelve (12) months of the employee's salary plus any legal expenses involved with the enforcement of this provision shall be paid by Customer to CaseWorthy. However, nothing in this Section 12.9 shall prohibit the use of a general and open solicitation for employment by Customer in a publication or by other means.

12.10 Service Changes and Mutual Cooperation:

- (a) Customer's request for any change in Services must be in writing; this requirement pertains to all such requests, including but not limited to, requests for changes in project plans, scope, specifications, schedule, designs, or requirements. CaseWorthy shall not be obligated to

make any changes in its Services or perform any tasks described in Customer's request until both Parties agree in writing to the proposed change. CaseWorthy reserves the right to reject the requested changes for valid reasons, or to require additional fees for such change in Services or for scoping Customer's request.

- (b) Customer acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "**Cooperation**") are essential to the performance of any Services, and that CaseWorthy shall not be liable for any deficiency in performing Services if such deficiency results from Customer's failure to provide full Cooperation. CaseWorthy shall inform Customer in writing of any lack of Cooperation that may affect the progress of the Services. If after being informed, the problems are not cured by Customer within a commercially-reasonable amount of time, Section 6.2 shall apply.

12.11 Force Majeure: A Party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, Service interruptions or unavailability that occur due to issues with third-party hosting, data or service suppliers, or any other causes beyond its reasonable control. The affected Party will promptly inform the other Party if there is a force majeure event that may materially affect or delay its performance of its obligations under this Agreement. The affected Party shall resume performance as soon as is reasonably feasible.

12.12 Governing Law: This Agreement shall be governed by and construed and interpreted in accordance with the laws of Nevada without reference to its principles of conflict of laws. The Parties agree to submit any dispute arising out of this Agreement to binding arbitration under American Arbitration Association (AAA) rule, using a single arbitrator, who must be an attorney or retired judge familiar with Nevada law as well as software-related law. The arbitration will be held in Nevada or may be held via a teleconference upon request of either of the Parties. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement if Customer is an entity located outside the United States and whose Authorized Users are located outside the United States. Either Party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

- (a) **Resolution of Disputes:** In any dispute between the Parties arising out of the duties and obligations of this Agreement, the Parties shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, clear notification by one Party to the other of any perceived failure to perform under this Agreement (hereinafter, an "**Event of Default**") and a reasonable time period for cure, which shall not be less than 10 business days in any event. Upon the occurrence of an Event of Default and the other Party's failure to cure such Event of Default, a Party shall deliver to the

defaulting Party a notice of intent to terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the Party may terminate this Agreement by delivering to the defaulting Party a notice of termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the notice of intent to terminate.

- (b) **Attorneys' Fees:** With the exception of indemnification pursuant to Section 8, in the event of dispute proceedings between the Parties regarding this Agreement, each Party agrees to bear its own cost and agrees to forego any claims for attorney fees from the other Party.

12.13 Section Headings: Section headings in this Agreement and the incorporated schedules and exhibits are for convenience only and shall not be construed to affect the interpretation of this Agreement.

12.14 Publicity and Marketing Efforts: Neither Party will use the name of the other Party in publicity activities without the prior written consent of the other, except that Customer agrees that CaseWorthy may use Customer's name in customer listings or quarterly calls with its investors or Affiliates (if either are in existence), or at times mutually agreeable to the Parties, as part of CaseWorthy's marketing efforts (including reference calls and stories, press testimonials, site visits, and various conferences participation).

12.15 Software Escrow Agreement: CaseWorthy has established a source-code escrow account (hereinafter, the "**Escrow Account**"). Customer may, upon request and at Customer's expense, and at such time as determined by Customer following the Effective Date of this Agreement, become a beneficiary to the Escrow Account. If Customer becomes a beneficiary of the Escrow Account, Customer will have the right to obtain the source code to the software in accordance with the release conditions set forth in the beneficiary registration form for the escrow agreement. If Customer has signed up as a beneficiary of the Escrow Account, CaseWorthy will immediately notify Customer in writing if the Escrow Account is terminated for any reason; in such event, CaseWorthy will use reasonable efforts to promptly replace the terminated Escrow Account with a reasonably-equivalent one.

[Remainder of page intentionally left blank.]

SIGNATURES

The Parties agree that a facsimile of this Agreement shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original. Regardless of the date of execution of this Agreement or the order in which the Parties have executed this Agreement, the Parties agree that this Agreement shall have an Effective Date of August 01, 2023.

CASEWORTHY, INC.

By: Lauren K. Schmidt

Name: Lauren K. Schmidt

Title: Vice President, Sales

Date: July 24, 2023

CaseWorthy, Inc.

PO Box 70837

Salt Lake City, Utah 84107

CUSTOMER

By: Mark Stewart
Digitally signed by Mark Stewart
Date: 2023.07.21 14:11:58 -07'00'

Name: _____

Title: Purchasing and Contracts Manager

Date: _____

Washoe County

1155 E 9th Street

Reno, Nevada 89512

EXHIBIT 1: SERVICE LEVEL AGREEMENT

Pursuant to this Agreement entered into by the Parties, this Service Level Agreement (“SLA”) sets forth the details regarding the levels of Service and support and maintenance for the Application, including new releases, point releases, updates, bug fixes, and enhancements. ***The support and maintenance Services set forth herein are subject to Customer’s timely payment of the applicable support and maintenance fees specified in the applicable Order Form.***

1. BASELINE AND CUSTOM SUPPORT:

A. Baseline Support:

“**Baseline Support**” means CaseWorthy’s technical support Services with respect to the standard, baseline Application and features, including how-to questions and follow-up questions. Baseline Support excludes support Services related to customized features of the Application and any other support Services that are defined below as part of Custom Support.

B. Custom Support:

“**Custom Support**” means CaseWorthy’s technical support Services that relate to Application functions and features that have been customized for Customer. This includes:

- Customer-specific configurations
- custom developments to the Application (unless CaseWorthy has elected to make such developments part of the Application’s baseline functionality, as the standard Application is enhanced from time to time)
- Application issues relating to Customer’s portals, dashboard, CaseBot reports, custom forms or workflow, or custom roles.
- All meetings between Customer and CaseWorthy personnel, except meetings regarding Application upgrades.
- Discussions related to Customer’s enhancement requests.

2. SUPPORT SERVICES:

- A member of CaseWorthy’s support help desk staff will be available to assist Customer with problems and questions. CaseWorthy will supply telephone or email support to Customer regarding the Application Monday through Friday, excluding holidays recognized by CaseWorthy (“**Business Days**”), and between the hours of 7:00 AM and 6:00 PM Mountain Time (“**Business Hours**”).
- CaseWorthy provides an issues-tracking system (the “**Support Portal**”) for reporting and recording issues and suggestions for the Application. CaseWorthy typically responds to issues reported through the Support Portal within twenty-four Business Hours. Customer is encouraged to use the Support Portal as its primary method of requesting support. Customer may also contact the CCST help desk via email at support@CaseWorthy.com or by telephone at 877-347-0877.

- C. Customer's system administrator shall vet all issues reported by Customer's users before such issues are reported to CaseWorthy's support staff. CaseWorthy may, from time to time, add or change the methods for Customer to contact the help desk, and will make information regarding such changes available on CaseWorthy's website.
- D. CaseWorthy will provide 24x7 hardware monitoring and response for all SaaS deployments. After-hours support will be limited to hardware that manages *Production* databases only. CaseWorthy has continuous monitoring of servers and will be directly notified upon any outage events. For issues with the *UAT* and *Training* databases, responses will be deferred to the next Business Day's Business Hours.
- E. **Error Correction:** Refer to Section 3 of this SLA for details concerning how CaseWorthy performs this type of technical support.
- F. **After-Hours Support for High Errors:** CaseWorthy provides after-hours support for Errors classified as "High," as defined in Section 3.A.1 below. The after-hours support classification will be known as a High AH Error.
 - 1. **Response Time:** CaseWorthy shall respond to Customer's initial High AH Error reports with off-site telephone consultation, assistance, and advice within four (4) hours.
 - 2. Any hardware provided and managed by a self-host Customer will not be subject to this monitoring.
 - 3. After-hours technical support is limited to High AH Errors and *Production* databases only, for customers running a live system. For issues with the *UAT* and *Training* databases, responses will be deferred to the next Business Day's Business Hours.
 - 4. **After-Hours Notification Process:** For after-hours support, Customer may call 801-924-8152 or send an email to CaseWorthy's Customer Success Manager, Laura Ball, at lball@caseworthy.com, describing the issue in detail. CaseWorthy may change such contact person and email upon email or in-app notice to Customer. "How-To" questions or any other work functions that can be accomplished via a manual paper-based process (i.e., an intake of an agency's client at a physical provider location such as a homeless shelter) or the functional equivalent will be deferred to the next Business Day's Business Hours.
- G. **Limitation of Support of Prior CaseWorthy Application Versions:** In no event will CaseWorthy provide Application support for a version of the CaseWorthy Application that is more than two (2) prior sequential versions older than the most current version. If Customer opts to not upgrade to a version for which CaseWorthy provides support, the Customer will not receive maintenance and support Services from CCST.

3. RESPONSE COMMITMENTS AND ERROR CORRECTIONS:

As part of its maintenance and support Services, CaseWorthy shall provide the Services set forth in this SLA. CaseWorthy is only responsible for the Application as developed or modified by CaseWorthy. If CaseWorthy hosts, it will include hardware availability under this section. Any interruptions due to

malfunctions of the operating system or hardware maintained by Customer, the third-party hosting services provider used by Customer (if applicable), or any other third party used by Customer are not included or warranted under this provision.

A. **Services Error Classifications:** Each material error or malfunction in the Application (hereinafter “**Error**”) encountered by Customer, the third-party hosting services provider, or other designee of the Customer will be classified by such party into one of the following classifications:

1. **High:** Any Error that renders continued productive use of the Application either impossible or seriously impractical.
2. **Medium:** Any material non-conformance of the Application with its specifications or documentation that is not a High Error, but that has a substantial adverse effect on Customer’s business operations, such as significantly decreased Customer productivity, periodic work stoppages or Application feature crashes.
3. **Low:** Any material Application Error that is not a High or Medium Error.

Reported Errors must be reproducible by CaseWorthy and Customer.

When reporting any Error, Customer will provide the classification and description of the Error and include Customer’s operations hours.

B. **Response Times:** CaseWorthy will typically respond to Customer’s initial Error reports with off-site telephone consultation, assistance, and advice within four hours for High Errors (provided that for Error reports made after hours, Customer has followed the after-hours process in Section 2.F.4 above), within eight business hours for Medium Errors, and within three business days for Low Errors. Isolated and/or infrequent failures to meet the above response time commitments shall not constitute a breach of contract.

C. **Correction of Errors:**

1. **High Errors:** For any High Error, CaseWorthy shall use diligent and reasonable efforts to supply a correction or reasonable workaround to Customer as soon as feasible. This will include assigning qualified, dedicated staff to work on the Error until the Error has been resolved. Upon detecting or being notified of a High Error, CaseWorthy shall assemble the appropriate personnel to analyze the problem, identify potential solutions, and determine the best plan of action, which may include providing a temporary work-around acceptable to Customer until a permanent correction can be provided. Customer shall be permitted to participate in this process upon request. A CaseWorthy representative shall keep Customer informed of the status. If CaseWorthy provides Customer with a work-around reasonably acceptable to Customer for a High Error, such Error will be re-classified as a Medium Error.
2. **Medium Errors:** For any Medium Error, CaseWorthy will use diligent and reasonable efforts to supply an Error correction to Customer within a reasonable time. A CaseWorthy representative shall inform Customer of the status of the Error correction upon request. If CaseWorthy provides Customer with a work-around reasonably acceptable to Customer for a Medium Error

(excluding High Errors that have been reclassified as Medium under the last sentence of Section 2.C.1 above), such Error will be re-classified as a Low Error.

3. **Low Errors:** For any Low Error, CaseWorthy shall work with Customer to document the Error through mutually-established standards. CaseWorthy personnel shall work to resolve Low Errors in accordance with CaseWorthy's normal software support procedures. Unless otherwise mutually agreed with Customer, CaseWorthy will use reasonable efforts to provide a fix for each Low Error in the next release of the applicable Application.

- D. **Escalation:** Upon request, CaseWorthy will provide a list of one or more persons and their telephone numbers and/or emails for Customer to notify CaseWorthy that maintenance and support Services are not being provided to Customer's satisfaction.

4. APPLICATION UPDATES AND ACCEPTANCE TESTING:

As part of the annual maintenance and support Services, CaseWorthy will provide all new functionality and enhancements to Customer through scheduled maintenance releases, as available. CaseWorthy offers a user acceptance testing period (usually two weeks) for customers to test an upcoming release and provides a published schedule for when the new release will become part of the *Production* database. Maintenance release updates to the *Production* database will generally be done after Business Hours.

Customer shall have a review and testing period (the "**Testing Period**") to test the Application and updates for material software errors and functionality problems. Unless otherwise agreed by the Parties in writing, the Testing Period will be thirty (30) business days for the initial implementation of the Application and ten (10) business days for testing of interim changes and other updates. During the Testing Period, Customer shall immediately provide notice to CaseWorthy of any problems or failure that it detects with the Application. Upon receipt of such notice, CaseWorthy will use reasonable efforts to remedy the failure within a reasonable period of time. In the event of a material failure, unless otherwise agreed by the Parties, the Testing Period shall be extended to the later of (i) five (5) days from the date CaseWorthy completes its correction of such failure or problems, or (ii) the originally scheduled end date for the Testing Period. Acceptance of the Application or update shall occur at the end of the Testing Period, unless Customer has previously delivered written notice to CaseWorthy of a material problem that has not been corrected by CaseWorthy.

5. PRIVACY AND SECURITY:

- A. CaseWorthy will take all action to reasonably safeguard the Application, including encryption, firewalls, and proprietary, security-level protection, to ensure that Customer's data and information is secure and only disclosed to those designated by Customer.
- B. Customer is responsible for maintaining processes to ensure confidentiality in the use of the Application for the Authorized Users permitted by Customer to access and use the Application.

6. DATABASES:

CaseWorthy will maintain up to three databases for the use of the Application for Customer, which are:

- A. User Acceptance Testing (UAT):** The UAT database is used for new development of features and new released enhancements by CaseWorthy. New development may include new features like workflows, forms, business rules, and reports that either CaseWorthy or Customer has implemented based on changing or new requirements. The UAT database is also the environment that is updated with new releases and enhancements so that they can be tested prior to releasing new and changed functionality into Production. Because Customer may have a significant number of customized features, these features are re-tested once a new release has been applied. When new enhancements or releases are approved by Customer, a synchronization process is scheduled to move these enhancements from UAT to Production.
- B. Training:** This database is used for training Customer's staff. The Training database is the environment that is updated with new releases and enhancements so that they can be user-trained after testing.
- C. Production:** This is the actual live environment for the day-to-day Application activities. New development and new releases are only migrated into Production once they have been quality-assurance-tested in the UAT database.

7. SYSTEM UPTIME WARRANTY:

CaseWorthy warrants 99.95% network and power uptime for active servers per year, excluding Excused Downtime as defined below (the "**Uptime Warranty**"). In the event of a breach of this Uptime Warranty, Customer's sole remedies are as set forth in Section 7.3(c) of the Agreement. "**Excused Downtime**" means (i) CaseWorthy's planned downtime for pre-scheduled maintenance. CaseWorthy will use commercially reasonable efforts to schedule planned downtime at a time and manner reasonably anticipated to minimize disruptions to all of its affected customers; (ii) downtime for unscheduled system emergency maintenance, (iii) downtime caused by misuse or errors caused by Customer or Customer's system, or (iv) downtime due to other causes outside of the reasonable control of CaseWorthy, including without limitation malfunction or cessation of Internet services by any third-party network or ISP. Downtime will be measured from the period CaseWorthy becomes aware, or Customer informs CaseWorthy, that Customer's access to the Application is entirely unavailable (system down) or the Application is otherwise unable to be used by Customer for any productive purposes (other than due to one of the causes excluded above), through the time CaseWorthy resolves the issue and informs Customer that the Application is available.

EXHIBIT 2: BUSINESS ASSOCIATE ADDENDUM

The parties to the Agreement, CaseWorthy, Inc. (herein “Business Associate”) and the Customer identified in the Agreement (herein “Covered Entity”), are committed to complying with applicable federal statutory and regulatory requirements relating to the access, use and disclosure of Protected Health Information (or “PHI”), including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards, collectively codified at 45 C.F.R. Parts 160, 162 and 164 (respectively the “Privacy Standards” and “Security Standards”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, as set forth in Subtitle D of the American Recovery and Reinvestment Act of 2009 (“HITECH”).

To ensure such compliance, this Business Associate Addendum (or “BAA”) sets forth the terms and conditions pursuant to which Protected Health Information (“PHI”) that is provided to, or created or received by, Business Associate from or on behalf of Covered Entity will be handled. Unless otherwise defined in this BAA, all capitalized words, like PHI, have the meanings set forth in the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164, as modified from time to time.

1. Definitions.

- a. “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the American Recovery and Reinvestment Act of 2009, § 13400(5).
- b. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and regulations issued thereunder, as may be expanded by HITECH.
- c. “Protected Health Information” or “PHI” has the meaning given to Protected Health Information in the HIPAA Rules. For purposes of this BAA, “PHI” is limited to PHI that is provided, created, exchanged or received by or between Business Associate and Covered Entity.
- d. Other Terms. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (or “Electronic PHI”), Electronic Transactions Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Transaction, Unsecured Protected Health Information, and Use.
- e. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as then in effect or as amended.

2. Scope. This BAA sets forth the terms and conditions pursuant to which any and all PHI will be handled. Business Associate and Covered Entity will comply with all applicable laws, including those governing the creation, use, disclosure, access, storage, and maintenance of PHI.

3. Duties and Responsibilities of Business Associate: Business Associate agrees to:

- a. Use and Disclosure of PHI. Not Use or Disclose PHI other than as permitted or required by this BAA, as set forth in Section 4.a below, or as required by applicable law;
- b. Safeguards. Use reasonable and appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 and HITECH with respect to electronic PHI, to protect the security of all PHI against Security Incidents, prohibited Uses or Disclosures of PHI or other misuse of PHI, as required by the HIPAA Rules;
- c. Required Reporting. Report to Covered Entity, within thirty (30) days, any prohibited Use or Disclosure of PHI of which Business Associate becomes aware, by Business Associate, any of its employees, Subcontractors or agents, or any third party receiving or obtaining such PHI from or through Business Associate, including Breaches of Unsecured Protected Health Information, in addition to any other reporting obligations of Business Associate under the HIPAA Rules, as well as any Security Incident of which it becomes aware; provided, however, that the parties acknowledge and agree that from time to time Unsuccessful Security Incidents may occur, that this section constitutes notice to Covered Entity with respect to such incidents, and that no additional notice to Covered Entity is required for such incidents. "Unsuccessful Security Incidents" means any pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and/or comparable attacks or attempts, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Such reports will include a description of the PHI used or disclosed and the nature of the Use or Disclosure, to the extent such information is known by Business Associate;
- d. Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI or Electronic PHI on behalf of Business Associate agree to same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI or Electronic PHI; including the obligation to report to Business Associate any instances of which it is aware of violation of the agreement with respect to PHI or Electronic PHI;
- e. Individual and Third Party Requests. If Business Associate receives a request from an Individual or any third party to inspect, obtain a copy of, or amend PHI, Business Associate will forward such request in writing to Covered Entity within five (5) business days of receiving the request. Covered Entity will be responsible for making all determinations regarding the third party request for PHI; Business Associate will neither make such determinations nor release PHI to a third party pursuant to such a request, except if and to the extent required by the HIPAA Rules;
- f. Designated Record Sets. If Business Associate's services under the Agreement require it to maintain a Designated Record Set, then:

- (i) within ten (10) business days of Covered Entity's request to Business Associate for a copy of PHI, Business Associate will provide the requested PHI to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
 - (ii) Business Associate will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Accounting of Disclosures. Maintain and, within thirty (30) days of receiving a request, or sooner if Required by Law, make available the information required to provide an accounting of disclosures to either Covered Entity or the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, for a period of at least six (6) years following the date of termination of this BAA;
- h. Comply with Applicable Obligations of Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);
- i. Books and Records. Make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Neither Business Associate nor Covered Entity waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section 3.i; and
- j. Training. Business Associate will require each employee who will have access to PHI of Covered Entity, to comply with the restrictions and conditions applicable to Business Associate herein. Business Associate will train its employees who may have access to PHI regarding the terms and conditions of this BAA and their obligations under the HIPAA Rules.
- k. Electronic PHI. Business Associate will comply with the Security Standards and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf, as required by the Security Standards. Business Associate shall review and modify the security measures implemented in accordance with the above as needed to continue provision of reasonable and appropriate protection of Electronic PHI. Business Associate shall update documentation of such security measures in accordance with 45 C.F.R. § 164.316(b)(2)(iii) and shall designate a security officer and undertake appropriate training of its personnel in accordance with the Security Standards.
- l. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which the Department of Health and Human Services has established standards, Business Associate shall comply, and will require any

Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

4. Permitted Uses and Disclosures by Business Associate.

a. Permitted Uses and Disclosures. Business Associate may only Use or Disclose PHI:

(i) as required to perform services for Covered Entity as specified under the Agreement or other agreement between the parties;

(ii) for Business Associate's proper management and administration (including improving its services), or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(iii) to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, if so provided under the Agreement or otherwise agreed in writing by the parties; and/or

(iv) to create de-identified information, in accordance with the standards set forth in 45 CFR 164.514(a)-(c), and to use and disclose such de-identified information for any purpose permitted by law.

b. Required Uses and Disclosures. Business Associate shall disclose PHI (i) when required by the Secretary of HHS under 45 C.F.R. Part 160, Subpart C to investigate or determine Business Associate's compliance with Subchapter C of 45 C.F.R., Subtitle A, and (ii) to Covered Entity, the individual or the individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524(c)(2)(ii) and (3)(ii) with respect to the individual's request for an electronic copy of his or her PHI.

c. Access. Business Associate will make available PHI in accordance with 45 C.F.R. § 164.524, upon request from Covered Entity, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.

d. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation of 45 C.F.R. § 164.502(b) if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with 45 C.F.R. § 164.502(b).

e. Subpart E. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Section 4.a.

5. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

b. Notice of Changes in Consent. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Notice of Restrictions. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

d. Permitted Requests. Covered Entity will not request or require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination.

a. Term. The term of this BAA shall begin upon the effective date of the Agreement and shall continue in effect until terminated as provided herein and until Business Associate returns or destroys all PHI of Covered Entity.

b. Termination at End of Business Association. This BAA will automatically terminate without further action of the parties upon the termination or expiration of the Agreement or the business association between Business Associate and Covered Entity.

c. Termination for Cause. If either party materially breaches this BAA, the other party may terminate this BAA and, at its election, the underlying Agreement, subject to thirty (30) days prior written notice and opportunity to cure the breach.

d. Effect of Termination. Within thirty (30) days of the termination of this BAA, Business Associate will either return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI that Business Associate still maintains in any form (including any information in the possession of any employee, Subcontractor or other agent of Business Associate). Upon request of Covered Entity, Business Associate will provide a certificate to Covered Entity acknowledging such destruction. Business Associate will thereafter retain no written, digital, back-up or other copies of any PHI of Covered Entity. Notwithstanding the foregoing, if the return or destruction of PHI upon termination is not feasible, Business Associate shall so inform Covered Entity and will continue to maintain the security

and privacy of such Protected Health Information in a manner consistent with the obligations of this BAA and as required by applicable law, for so long as Business Associate is in possession of such information. Business Associate will return or destroy such retained PHI as soon as is reasonably feasible. Business Associate may retain all de-identified information created prior to the date of termination of this BAA. The obligations of Business Associate under this Section 6 shall survive the termination of this BAA.

7. Ownership. As between the parties, all PHI is and will remain the property of Covered Entity.

8. Miscellaneous. The general terms of the Agreement, including Sections 9, 11 and 12, are incorporated into this BAA by reference. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

CASEWORTHY SCHEDULE A – ORDER FORM AND STATEMENT OF WORK

CaseWorthy Contract Reference No.: WASHOECO – NEW – 04212023
Project Name and Date: NewCaseWorthyCrossWashoe County042023

Order Form and Statement of Work for CaseWorthy Application(s) Subscription Service and Professional Services

Between

CaseWorthy, Inc.
PO Box 70837
West Valley City, UT 84170 ("**CaseWorthy**")

And

Washoe County
1155 E 9th Street
Reno, Nevada 89512 ("**Customer**")

1.ORDER FORM AND AGREEMENT TABLE OF DOCUMENTS:

This Schedule A – Order Form and Statement of Work (the "**Order Form**") is an offer by CaseWorthy. When signed and returned to CaseWorthy by Customer on or prior to the offer expiration date below, it becomes a binding agreement for the CaseWorthy Subscription Service and applicable Professional Services listed in this Order Form and is effective on the Effective Date designated in the SaaS Agreement.

Offer Expiration Date: July 25, 2023

This Order Form is governed by and is incorporated into the Agreement between the Parties, which consists of the following documents. However, if any terms and conditions of any of the other Agreement documents conflict with the terms and conditions of this Order Form, this Order Form will control. All documents listed in the following table are collectively referred to as the "**Agreement**."

AGREEMENT DOCUMENTS	PURPOSE
Schedule A – Order Form and Statement of Work (SOW) (collectively, "Order Form")	Defines what Customer has purchased from CaseWorthy, whether the Subscription Service or Professional Services or both, and some of the various terms and conditions for those purchases, particularly financial terms and Subscription Term dates for the Subscription Service. The SOW portion defines the applicable Professional Services (" Services ") that CaseWorthy shall provide to Customer that are subject to the terms and conditions of the Agreement.

SaaS Services Agreement (the "SaaS Agreement")	Defines the general terms and conditions applicable to the Subscription Service as well as the terms and conditions for all applicable Professional Services that CaseWorthy shall perform for Customer.
Exhibit A Service Level Agreement (SLA)	Defines the service level agreements for the Subscription Service, including Application(s) maintenance and support offerings.
Exhibit B – Business Associate Agreement (BAA)	Defines the terms and conditions for how CaseWorthy will handle all PHI that CaseWorthy may receive or access from Customer, subject to HIPAA.

Customer has had the opportunity to review the referenced Agreement documents prior to executing this Order Form. All capitalized terms used and not defined in this Order Form have the same meanings as stated in the SaaS Agreement.

2. CASEWORTHY APPLICATION(S) AND PROFESSIONAL SERVICES:

2.1 AUTHORIZED ADMINISTRATORS AND CUSTOMER LOCATION: Customer will specify system administrator contacts for system notices as stated in the Agreement, as well as a contact for order confirmation. Customer has provided its primary access location as the one listed in the Signatures page herein. This is the primary (but not the only) location from which Customer and its Authorized Users will access the Application(s). If Customer does not provide a primary access location, CaseWorthy will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by CaseWorthy for the determination of any applicable taxes.

2.2 CASEWORTHY APPLICATION(S) ORDER: The CaseWorthy Pricing Table within Section 2.5 herein provides the purchased Application Subscription Service(s), Usage Metrics, Subscription Term, and fees.

(A) For the SaaS services, the initial term of Customer's SaaS Agreement (the initial term together with any renewal terms is referred to as the "**Subscription Term**") will begin on the start date and will be effective until the end date specified below, unless otherwise renewed or terminated as set forth in the SaaS Agreement.

- (i) Customer's Subscription Term Start Date: **August 01, 2023**
- (ii) Customer's Subscription Term End Date: **July 31, 2026**

(B) The Subscription Term will automatically renew for one year renewal terms unless (i) Customer notifies CaseWorthy of its intention not to renew at least one month in advance of the expiration of the then-current Subscription Term, or (ii) CaseWorthy notifies Customer of its intention not to renew at least three months prior to the expiration of the then-current Subscription Term.

2.3 EXCESS USE: The Subscription Service and Customer's use of the Application(s) are subject to the terms and conditions of the Agreement, including the Usage Metrics stated herein. Any use of the

Application(s) that exceeds the Usage Metrics will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics. CaseWorthy may invoice and Customer will pay for excess use based on the applicable pricing specified in an Order Form.

2.4 CASEWORTHY PROFESSIONAL SERVICES: When applicable, the CaseWorthy Pricing Table in Section 2.5 on the following page shows the purchased Subscription Service(s), non-recurring Services, and fees. CaseWorthy will provide the Services subject to the terms of this Order Form and the Agreement. CaseWorthy's obligation to provide the Subscription Service and other Services will end upon expiration of the Subscription Term unless otherwise stated herein or within the Agreement.

2.5 CASEWORTHY PRICING TABLE:

PRODUCT OR SERVICE	QUANTITY	RATE	PRICE Y1	PRICE Y2	PRICE Y3	3-YEAR TOTAL
Annual Subscription Fees¹						
CaseWorthy Annual Users Fee (total users)	125 Users	\$660	\$82,500	\$85,800	\$89,232	\$257,532
Web Portal Fee ²	5,000 Users	\$5,000	\$5,000	\$5,200	\$5,408	\$15,608
Power BI Embedded	1	\$4,500	\$4,500	\$4,680	\$4,867	\$14,047
System Administrator CW LMS Access	1	\$1,500	\$1,500	\$1,560	\$1,622	\$4,682
Total of Annual Software Fees			\$93,500	\$97,240	\$101,130	\$298,745
One-Time Set-Up Fees						
CaseWorthy Set-Up Fee per Database ³	3	\$500	\$1,500	-	-	\$1,500
Power BI Activation	1	\$3,500	\$3,500	-	-	\$3,500
Total of Set-Up Fees			\$5,000	\$0	\$0	\$5,000
Professional Services	HOURS (Y1/Y2)					
Documentation	40	\$165	\$6,600	-	-	\$6,600
Data Conversion ⁴	60	\$165	\$9,900	-	-	\$9,900
Needs Analysis/Discovery/Project Plan	180	\$165	\$29,700	-	-	\$29,700
Super User Training	0/32	\$165	-	\$5,280	-	\$5,280
Project Management	350/50	\$165	\$57,750	\$8,250	-	\$66,000
Configure Application	950	\$165	\$156,750	-	-	\$156,750
Configure Portal	0/80	\$165	-	\$13,200	-	\$13,200
Report Configuration	200/400	\$165	\$33,000	\$66,000	-	\$99,000
Growth Consultation Following Y1 ⁵	40	\$165	\$0	\$6,600	\$6,600	\$13,200
Total of Professional Services Fees	1780/602	\$165	\$293,700	\$99,330	\$6,600	\$399,630
Additional Charges & Discounts	QUANTITY					
Discount – Licenses (5)			-34,375	-	-	-\$41,250
Discount – Portal Licenses (6)			-\$2,500	-	-	-\$2,500
Discount – Services \$105 Y1			-\$106,800	-	-	-\$106,800
Discount – Services \$145			-	-\$12,040	-	-\$12,040
Total of Additional Charges & Discounts			-\$143,675	-\$12,040	\$0	-\$162,590
Annual Cost			\$248,525	\$184,530	\$107,730	\$540,785

TABLE KEY:

¹ = CaseWorthy increases annual Subscription Fees by about 4% each year to account for the rising costs of doing business.

² = The CaseWorthy Web Portal fee includes maintenance and support and is for 5,000 users.

³ = The three databases that will be set up are *Test*, *Train*, and *Production*.

⁴ = Data Conversion Services are governed by Section 4.2.2 herein.

⁵ = The Growth Consultation Services are what CaseWorthy has developed to ensure that CaseWorthy customers optimize their use of the CaseWorthy solution.

3. PAYMENT AND INVOICES

3.1 FEES AND INVOICING: Unless this Order Form states otherwise, when applicable, annual fees for the Application(s) Subscription Service following the first year of the Subscription Term will be invoiced by CaseWorthy and paid by Customer in one annual payment per year in advance on a Net-30 payment schedule. Fees for all Services will be invoiced by CaseWorthy and shall be paid by Customer within thirty (30) days of the date of the invoice, unless otherwise stated herein. Customer purchase orders are for administrative convenience and are not a condition of payment. Unless otherwise stated herein, payment for Subscription Service(s) fees is not dependent upon completion of any Services. Customer may not withhold any amounts due hereunder and CaseWorthy reserves the right to cease work without penalty if amounts are not paid when due. Any late payment will be subject to any costs of collection and will bear interest at the rate of one (1) percent per month or a fraction thereof until paid. CaseWorthy may provide invoices to an email address provided by Customer. Unless otherwise negotiated by the Parties, except for fee increases applied under Section 3.2, Subscription Service fees for renewal terms will be equal to the fees for the immediately preceding term for the same Application(s) and Usage Metrics. Pursuant to IRS guidelines, Customer will reimburse CaseWorthy for all pre-approved (by Customer) and appropriately-documented travel costs and related expenses incurred by CaseWorthy in performing any Services. Prices quoted for Services for implementations may include two visits to Customer location(s); however, onsite visits may not be necessary for other types of Services. Onsite meetings will require reimbursement to CaseWorthy for its reasonable and necessary costs of travel, which is generally \$1,500 (flat rate) for each visit, and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone calls, and the like. All non-local trips must be approved by Customer before commencing. Any applicable sales tax is to be paid by Customer.

3.2 FEE INCREASES: At the beginning of each renewal term, which follows the initial Subscription Term provided in Section 2.2(A) above, CaseWorthy may increase fees to reflect annual increases in consumer and business prices or costs. This increase will not exceed 4.0% per annum unless CaseWorthy provides at least sixty (60) days of notice of an increase exceeding 4.0% per annum before the next annual period of the Subscription Term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of CaseWorthy's right to do so at a later date.

3.3 PRICE AND INVOICES: The first-year (a.k.a., "Y1") and one month contract amount, pursuant to this Order Form is:

\$248,525

Years two and beyond will be billed in one annual payment per year in advance, pursuant to the pricing provided within this Order Form. As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable. First-year contract fees will be invoiced according to the following payment schedule:

Year 1 User Licenses & Set-Up Fees Due Upon Contract Execution:	\$61,625
Services Invoiced and Paid As Rendered	

4. STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES

4.1 SCOPE OF WORK PREAMBLE: This Section 4 lists the contracted project Services associated with the CaseWorthy product(s) that are in scope for Customer. For each of the Services listed in Section 4.2 and its subsections (if applicable), CaseWorthy has estimated a number of Services hours. The total amount of Services hours for the project may not be exceeded without a change order and its associated pricing being mutually approved by the Parties as set forth in Sec. 4.5. For each of the Services provided, the hours may increase or decrease, based upon the requirements of the project engagement, but the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of pre-ordered Service hours for the project have been exhausted, CaseWorthy will cease all Services work unless a mutually-approved change order is executed by the Parties for CaseWorthy to provide additional Services. If CaseWorthy has satisfactorily completed all project tasks without exhausting the total amount of Services hours for the project, Customer will receive a credit or refund (when applicable) for those remaining hours, or Customer will not be invoiced for those remaining hours.

Customer is required to promptly communicate with CaseWorthy regarding project implementation matters. Customer's failure to do so may result in Customer being billed for the remaining Service hours contracted for by Customer, as set forth in Section 3.3 of the SaaS Agreement.

CaseWorthy's Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, as mutually approved by the Parties. Upon approval of a requirements document or project plan, this Order Form shall be amended, if appropriate, to ensure consistency with the requirements document or project plan or both. The Services to be delivered by CaseWorthy for this engagement are provided in Section 4.2 below.

4.2 SCOPE OF PROFESSIONAL SERVICES:

See Appendix A: Spreadsheet of Forms & Reports

4.2.1 PROJECT MANAGEMENT SCOPE:

PLANNING: CaseWorthy project management responsibilities may include the following activities throughout the project life cycle:

- Creation of a Dropbox or SharePoint secure site to store data transfer information, discovery documentation, project plans, Customer workflows, forms and reports, and the like.
- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

ORGANIZING: With Customer's structure in mind, CaseWorthy project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-off documents, including:
 - Configuration sign-off: CaseWorthy sign-off required before final Customer testing begins;
 - Testing sign-off: CaseWorthy sign-off required before CaseWorthy can migrate to *Production*; and
 - Production readiness sign-off.

LEADING: CaseWorthy project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and
- Setting team direction:
 - Coordinating activities across different organizational functions; and
 - Assigning resources appropriately.

CONSULTING: CaseWorthy project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by:

- Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;
- Conducting weekly status meetings to discuss action items and tasks scheduled for completion in the upcoming weeks;

- Conducting weekly configuration/functional calls that may be driven by a CaseWorthy project manager (PM) with Customer's PM receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the CaseWorthy PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

4.2.2 DATA CONVERSION (EXTRACT, TRANSFORM, AND LOAD) SERVICES:

1. It is Customer's responsibility to map the data from its source system to CaseWorthy's specifications. CaseWorthy will not fix, map, or modify any incoming data.
2. Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load ("ETL") process has begun, the format cannot be changed. Requests for format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).
3. The task of validating the data is the responsibility of Customer. CaseWorthy will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
4. Once Customer's system has gone live, CaseWorthy will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
5. Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
6. Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of CaseWorthy's resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.

4.3 HIGH-LEVEL PROJECT ATTRIBUTES AND ASSUMPTIONS:

- Application(s) will be deployed in U.S. English only.
- CaseWorthy did not conduct a detailed scoping session to determine project scope; CaseWorthy is assuming that the proposed project scope will meet Customer's requirements.
- Application(s) will be configured in *Test*, *Train*, and *Production* databases only.
- Customer will identify a small number of system administrators to support the software after the project described in this Order Form is complete; they will be responsible for ongoing employee data uploads and general user-support questions.
- When necessary, Customer's project manager ("PM") will work with CaseWorthy to establish a project plan and manage issues and action items throughout the project.

- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.
- Unless otherwise stated within this Order Form, for any Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the CaseWorthy Application(s), Customer is responsible for that field-mapping.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; CaseWorthy does not provide change management services.
- This Order Form is based on current Application(s) features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

4.4 MUTUAL COOPERATION: Customer acknowledges that its Cooperation, as described in Section 12.10(b) of the Agreement, is essential to CaseWorthy's timely performance of its Services. In the event of a suspension of this project for failure to provide Cooperation, Customer will have the option to engage CaseWorthy to complete the project upon the execution of a mutually-approved Order Form and SOW subject to CaseWorthy's then-current Services rates.

4.5. PROJECT CHANGE CONTROL AND CHANGE ORDERS: Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software features. Any such changes will require a change order, which either Customer or a CaseWorthy team member will complete, using CaseWorthy's change order form unless otherwise mutually agreed. Change orders may result in additional fees. CaseWorthy may also charge for the time required to scope complex requests. CaseWorthy will advise Customer of the price estimate if a charge will apply.

If Customer initiates a change order request, Customer is required to complete the change order request and submit such change order request to CaseWorthy for review. CaseWorthy will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to CaseWorthy.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. If either Party submits a change order to the other Party and the other Party does not approve the change order form in writing within ten (10) business days, the change order form will automatically expire unless the Party providing the proposed change order has extended the period of acceptance in writing. Upon written

approval, the CaseWorthy team will begin work on the requested change according to the agreed-upon schedule.

4.6 ISSUE MANAGEMENT: The goal of issue management is to prevent issues from having an adverse effect on the project. The resolution of an issue could affect any aspect of the project including scope, costs, benefits, risks, project organization, and schedule. It is critical to identify and document issues as early as possible, assign ownership, define follow-up dates, and track issue resolution. CaseWorthy will track issues using a project issues log. High-impact issues could have an adverse impact on project schedule and overall success. The team should track high-impact issues closely. If an issue is categorized as high impact, the team should escalate it within the project structure so that it is visible to executive management and every effort is made to resolve it.

SIGNATURE PAGE

The Parties agree that a facsimile of this Order Form shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original.

AGREED AND ACCEPTED:

CASEWORTHY, INC.

By: Lauren K. Schmidt

Name: Lauren K. Schmidt

Title: Vice President, Sales

Date: July 24, 2023

CaseWorthy, Inc.

PO Box 70837

West Valley City, Utah 84170

CUSTOMER

By: Mark Stewart Digitally signed by Mark
Stewart
Date: 2023.07.21 14:13:16
-07'00'

Name: _____

Title: Purchasing and Contracts Manager

Date: _____

Washoe County

1155 E 9th Street

Reno, Nevada 89512