COVID-19 COMPLIANCE COACH

Software as a Service (SaaS) License Agreement

**Acknowledgement of this document and agreement to its terms
are provided by electronic signature on a Statement of Work or by
checking the "Acceptance" box during the online purchase process.**

Agreement between Alteris Group, LLC ("Alteris") and Customer Identified in Attached Statement of Work or Online Purchase Process ("Client").* Alteris and Client are each referred to as a "Party." The **COVID-19 Compliance Coach App**, the **COVID-19 Compliance Coach Administration Portal** and their related services are referred to as "Services."

Exhibits:

Exhibit A – Terms and Conditions
Exhibit B – Software
Exhibit C – Hardware
Exhibit D – Hosting Services
Exhibit E – Other Services
Exhibit F – Fees

*For purposes of e-commerce, this license agreement will be considered duly executed upon acceptance and subsequent payment by the authorizing party through the online payment and account setup process. Authorizing party contact information and acceptance date will be recorded electronically at that time. The effective date of this agreement will be the date of initial payment receipt. Alteris Group contact information is as follows: Alteris Group, LLC, techsupport@covidcomply.com, 26600 Telegraph Rd., Suite 101, Southfield, MI 48033

EXHIBIT A

Terms and Conditions

1 Subscription to the Services. Client may use the Services as they are described in Exhibit B and made available through the administration portal at https://manage.covidcomply.com during the term of this Agreement.

2 Term and Termination.

2.1 Term. This Agreement commences on the Effective Date and will remain in effect for the duration of the Agreement Term identified on the Agreement cover. This Agreement automatically renews for successive Terms unless a Party provides written notice of its intention not to renew at least forty-five (45) days prior to the end of the applicable term.

2.2 Termination. Either Party may immediately terminate this Agreement for "cause" if: (a) the other Party is in material breach of this Agreement and fails to correct the breach within thirty (30) days after written notice from the nonbreaching Party, or (b) the other Party commences bankruptcy or insolvency proceedings.

2.3 Effects of Termination. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief, nor will termination release Client from its obligation to pay all fees and expenses that Client has agreed to pay under this Agreement. The Parties' rights and obligations under Sections 2.3, 3, 5, 6, 7, 8, 9 and 10 will survive termination of this Agreement. Upon termination of this Agreement, Client shall (a) immediately cease using the licensed Platform, and (b) certify in writing to Alteris within thirty (30) days after termination that Client has discontinued or disabled all available applications or materials that were created under this agreement, and (c) request a copy of all Client data in the form of a database and zip file extract, if desired. If such notice has not been received within thirty (30) days, Alteris shall no longer be responsible to transfer client data and shall disable Client account and all related user accounts without notification. This requirement applies to copies in all forms, partial and complete, and whether or not modified or merged into other materials or deliverables.

3 Pricing and Payment Terms.

3.1 Services. Client shall pay Alteris for the Services in accordance with the fees established by method(s) described in Exhibit F.

3.2 Payment Terms. For e-commerce transactions authorized by Client through the online payment and account setup process, Alteris shall process payment immediately for the duration of the entire term plus a one-time setup fee (if applicable) as quoted in the e-commerce portal. For manually generated agreements, Alteris shall invoice immediately for the duration of the entire term plus any one-time setup fee (if applicable) as quoted in accordance with Exhibit F, unless otherwise agreed to in writing by Client and Alteris. All payments are due within thirty (30) days after the date of invoice or in accordance with any existing Purchasing agreements, whichever is later. For all amounts not paid when due, Client shall pay an additional charge equal to one and one-half percent (1.5%) of these amounts per month or partial month until paid; provided that these additional charges will not apply to unpaid amounts that Client is disputing in good faith. Client shall also reimburse Alteris for all expenses incurred by Alteris in exercising any of its rights under this Agreement or applicable law with respect to a default in payment by Client, including reasonable attorney fees and the fees of any collection agency retained by Alteris.

3.3 Taxes. All applicable transaction taxes, including sales and use taxes, value added taxes, and other transactional charges such as duties, customs, tariffs, imposts, and government imposed surcharges ("Transaction Taxes") will be paid by Client, and are not included in Alteris pricing. If Alteris is required to collect Transaction Taxes from Client and remit them to a taxing authority, Alteris will separately state the Transaction Taxes on an invoice. Each Party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.

3.4 Failure to Pay. Client acknowledges that its failure to pay timely any of the fees payable will be a material breach of this Agreement for which Alteris may, in addition to pursuing all other remedies, withhold Services or terminate this Agreement.

4   Warranties.

4.1   Services Warranty. Alteris warrants that the Services will substantially conform to the written documentation provided on **Exhibit B**. For any breach of this warranty, Client must provide a written claim within ten (10) business days after provision of the applicable Services specifying in reasonable detail the nonconformance, and Alteris shall exercise commercially reasonable efforts to re-perform the identified nonconforming Services. If Alteris concludes that re-performance of these non-conforming Services is impracticable, then Alteris will refund the fees paid by Client to Alteris allocable to those nonconforming Services.

4.4   Third-Party Products. Alteris is not responsible for the performance of any hardware, software, services or other materials provided by third parties. Product warranties for third-party products, if any, are provided by the third parties and not by Alteris.

5   DISCLAIMERS.

5.1   The express remedies in Section 4 constitute Client's exclusive remedies, and Alteris's sole obligation and liability, for any claim (a) that the Services or any deliverables do not conform to specifications or are otherwise defective, or (b) that any Services were performed improperly.

5.2   EXCEPT FOR THE WARRANTIES IN SECTION 4, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND ALTERIS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

5.3   ALTERIS DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SPECIFIED IN THIS AGREEMENT, THAT THE SERVICES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF CLIENT REQUESTS THAT PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE OR SERVICES BE PROVIDED, THESE COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

5.4   Except as may be done in accordance with Section 10.12, no statement by any Alteris employee or agent, orally or in writing, will serve to create any warranty or obligation or to otherwise modify this Agreement.

6   LIMITATION OF LIABILITY.

6.1   NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. ALTERIS WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR AGGREGATE LIABILITY TO CLIENT RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE THE OTHER PARTY PROVIDES NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

6.2   CLIENT ACKNOWLEDGES THAT THE FEES CHARGED BY ALTERIS IN THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE

PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD SUBSTANTIALLY AFFECT THE FEES CHARGED BY ALTERIS. IN CONSIDERATION OF THESE FEES, CLIENT AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

7 Confidential Information.

7.1 **Definitions.** In the course of performing under this Agreement, either Party (a "Disclosing Party") may provide Confidential Information to the other Party (a "Recipient"). For purposes of this Agreement, "Confidential Information" means written, confidential, and proprietary information of a Disclosing Party that is not generally available to the public. All Confidential Information will remain the property of the Disclosing Party. For purposes of this Agreement, software, documentation, assets, resources, and other materials or tools used or provided by Alteris in the performance of the Services, including Alteris Intellectual Property (as defined in Section 8) will be considered Alteris Confidential Information.

7.2 **Obligations.** The Recipient acknowledges that Confidential Information is entrusted to it in confidence, and the reputation and success of the Disclosing Party depends on maintaining and safeguarding the secrecy of its Confidential Information. The Recipient, during and after the term of this Agreement: (a) shall use the same level of care to protect the confidentiality of the Confidential Information as it does to protect its own Confidential Information, but not less than a reasonable degree of care; (b) shall not use any Confidential Information except for the purpose of fulfilling its obligations or exercising its rights under this Agreement; (c) shall not, nor permit others to, disclose, duplicate, transfer, sell, lease, or otherwise make any Confidential Information available to others without the prior written consent of the Disclosing Party; and (d) shall not remove, or permit to be removed, any notice indicating the confidential nature of the Confidential Information. The Recipient shall return all Confidential Information at the earlier of the termination of this Agreement or upon the request of the Disclosing Party, except that the Recipient may retain a limited number of electronic backup copies of the Confidential Information as are automatically created and retained by its standard backup processes and

systems. The Recipient shall comply with its nondisclosure obligations under this Section 7 with regard to these copies and shall destroy them in accordance with its normal destruction processes.

7.3 **Exceptions.** The Recipient is not obligated under Section 7.2 for Confidential Information that (a) is generally known, or readily ascertainable by proper means, by the public other than through a breach of this Agreement by the Recipient; (b) was known by the Recipient on a nonconfidential basis prior to receipt under this Agreement as evidenced by the Recipient's written records; or (c) is rightly received by the Recipient from a third party not subject to any nondisclosure obligations with respect to the Confidential Information.

7.4 **Compelled Disclosure**. If the Recipient receives a request to disclose all or any part of the Confidential Information by a subpoena or order issued by a court or other governmental agency, the Recipient shall: (a) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding the request; (b) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow the request; and (c) if disclosure is required, upon the Disclosing Party's request, cooperate with the Disclosing Party at the Disclosing Party's expense to obtain an order or other reliable assurance that confidential treatment will be accorded to the portion of Confidential Information as the Disclosing Party may designate.

8 Proprietary Rights.

8.1 **Alteris Intellectual Property.** The Parties acknowledge that the Services use proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how, or other intellectual property owned by Alteris or its licensors, and Alteris may also create additional intellectual property based thereon, in its performance under this Agreement (all of the foregoing, the "Alteris Intellectual Property"). All proprietary rights to the Alteris Intellectual Property, as it existed on the Effective Date and as it may be modified or created in the course of providing the Services, including patent, copyright, trademark, and trade secret rights, are the sole and exclusive property of Alteris, free from any claim or retention of rights by Client, and Client hereby assigns to Alteris any rights it may have in any of the foregoing.

8.4 **Restrictions.** Client shall not sell, rent, or distribute the Services, including providing access to the Services or using the Services to operate a service bureau or to provide services to any third party. Client shall not copy, use, modify, or distribute any Alteris Intellectual Property except as expressly permitted under this Agreement. Client shall not cause or permit the modification, distribution, reverse-engineering, decompilation, disassembly, or other translation of the Services or any Alteris Intellectual Property. Client shall not alter, change, or remove from the Services or Alteris Intellectual Property any identification, including copyright and trademark notices.

9 Dispute Resolution. Alteris and Client shall in good faith attempt to resolve any dispute related to this Agreement within a reasonable period among themselves. If this attempt fails, the dispute will be settled by arbitration in Oakland County, Michigan, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction. Neither Party will be obligated under this Section for breaches of Sections 7 or 8 or for any other breach for which injunctive relief is sought.

10 General.

10.1 **Export.** Client shall comply with all applicable export laws and regulations of the United States of America, the European Union, and other countries ("Applicable Export Laws") and assure that no Services or deliverables are (a) exported, directly or indirectly, in violation of Applicable Export Laws; or (b) intended to be used for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation. The Parties shall not take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act or similar anti-corruption laws.

10.2 **Notice.** All notices under this Agreement, including notices of address change, must be in writing and will be deemed given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight delivery service (such as Federal Express), the Party first listed above or to the President or General Counsel of the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section.

10.3 **Severability.** If a provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining provisions will remain in full force and effect.

10.4 **Governing Law.** This Agreement is governed by the laws of the State of Michigan, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.5 **No Waivers.** No failure to exercise, and no delay in exercising, any right will operate as a waiver; nor will any single or partial exercise of a right preclude any further exercise of that right or the exercise of any other right. The waiver by a Party of a breach of this Agreement will not constitute a waiver of any other breach.

10.6 **Assignment.** Neither Party may assign or transfer, by merger, operation of law, or otherwise, this Agreement or any right or duty under this Agreement to a third party without the other Party's prior written consent, except that Alteris may transfer this Agreement, together with all of its rights and duties under this Agreement, to a successor entity if Alteris is acquired, whether by equity or asset purchase, merger, corporate restructuring or reorganization, or the like. Any purported assignment in violation of this Section is void.

10.7 **Independent Contractor; Use of Subcontractors.** Alteris is an independent contractor and nothing in this Agreement or related to its performance will be construed to create a joint venture relationship between Client and Alteris, or an employee relationship between Client and any Alteris employee or subcontractor. Alteris may, in its discretion, utilize subcontractors to provide the Services.

10.8 **No Third-Party Beneficiaries.** This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or Clients, or upon any other person or entity.

10.9 **Construction of this Agreement.** The word "including" is not intended to be exclusive and means "including, but not limited to." The word "or" is not intended to be exclusive unless the context clearly requires otherwise. Each of the Parties and their counsel have carefully reviewed this Agreement, and accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed

against the drafting Party will apply in the interpretation of this Agreement.

10.10 **Force Majeure.** Except with regard to any obligation to pay money, neither Party will be held responsible for any delay or failure in performance caused by fire, flood, embargo, strike, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond that Party's reasonable control. If any of these events does occur, the time to perform an affected obligation will be extended by the length of time the event continues.

10.11 **Entire Agreement.** These Terms and Conditions and all the other Exhibits (collectively, this "Agreement"), contain all the agreements, representations, and understandings of the Parties and supersedes any previous understandings, commitments, representations, or agreements, oral or written, with respect to the subject matter of this Agreement.

10.12 **Modification.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.

10.13 **Purchase Orders.** Client may, for purposes of administrative convenience, use Client's standard form of purchase order to order the Services. Any terms or conditions on a purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect and Alteris hereby rejects conflicting terms and conditions.

EXHIBIT B

SOFTWARE

1. **Alteris Group Responsibilities.**

   1.1. Digital Learning & Development Application Software. Alteris group provides a preset array of training content and reference materials that can be used for employee awareness and training via a mobile app ("App"). A tracking mechanism in the Administration Portal ("Admin Portal") is provided to allow the Client to monitor employee completion of training courses and tasks. Additional functionality includes health self-reporting for registered employees, Client-to-employee communications (notifications and alerts), and Client-to-employee mitigation plan distribution.

      1.1.1. Future Functionality: Other functionality may be added in the future including, but not limited to, contagion contact tracing and GPS-based health alerts or notifications. Acceptance of this Agreement constitutes acceptance of future functionality as well. Client will be informed of future functionality as it is implemented; announcements will be in the form of an electronic communication to the e-mail address provided on the cover page of this document as well as to the assigned Account Administrator(s) ("Administrator").

      1.1.2. Custom Functionality: Additional custom functions can be created for an additional fee in order to deliver requested features on a per-Client basis.

   1.2. Develop Core Content. Alteris will create and maintain standard application content including, but not limited to, a core set of training courses, reference materials, job aids, and general awareness communications ("Standard Materials"). Additional Standard Materials may be distributed to all Service users as deemed appropriate by Alteris, and acceptance of this Agreement constitutes acceptance of future Standard Materials.

      1.2.1. Custom Communications: Additional custom communications and alerts may be created and maintained by the Administrator via their Admin Portal. Acceptance of this Agreement constitutes acknowledgement that Alteris shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content made available by Client, Administrator or user, whether authorized or unauthorized by Client or Administrator.

   1.3. The Scope of Effort Includes:

      1.3.1. Alteris Requirements: Provide access to the App for registered users and to the Admin Portal for registered Administrators.

         1.3.1.1. App Compatibility: The App will be available for use as a native app on the following platforms (Alteris supports current operating system and one prior):
            1.3.1.1.1. Android phone devices
            1.3.1.1.2. iPhone devices

         1.3.1.2. Admin Portal Compatibility: The Admin Portal will be available for use as a browser-based Web site and has been tested for compatibility with the current version of the following browsers:
            1.3.1.2.1. Google Chrome (Windows)
            1.3.1.2.2. Google Chrome (Mac)

         1.3.1.3. Admin Portal Access: Access for a single Administrator will be granted by an Alteris representative upon receipt of executed agreement documents, including:
            1.3.1.3.1. Approved License Agreement (this document)
            1.3.1.3.2. Approved Service Level Agreement
            1.3.1.3.3. Approved Scope of Work, Cost Estimate, Proposal, Purchase Order, or Pre-payment

      1.3.2. Additional functional, content uploading and content development requirements, or any other responsibilities, will be quoted as requested by Client.

   1.4. Admin Portal Maintenance. Alteris will support the maintenance and up-time of the Admin Portal including secure access to same for the Client and assigned Administrators.

   1.5. OS Platform Accounts (iOS/Android). By default, users will access the App by installing and logging into the Alteris-published App from the public Apple and Google Play app stores.

      1.5.1. Custom Distribution: If the Client wishes to be named as the publisher or developer and/or wishes to release the App as an enterprise application, the Client will need to distribute the app under their developer license or else add Alteris Group as an approved developer under Client license. Additional fees will apply for custom distribution, and an estimate will be provided upon request.

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1.6. <u>Software as a Service ("SaaS") Model</u>.
    1.6.1. <u>Subscription Program</u>: Alteris SaaS fees will vary by customer and are based on number of users, number of locations, setup fees, and additional support required or anticipated. Alteris will charge Client the amounts stated in their individual proposals, statements of work, or other form of fee documentation (separate from this document). Alteris SaaS fees cover application license fees, software maintenance, core content maintenance, usage volumes, and additional features (if applicable) according to terms and conditions of agreements by and between Alteris and participating Client. This pricing agreement will be defined in collaboration with Client provided, however, that final acceptance of terms and conditions is at the sole discretion of Alteris.
    1.6.2. <u>Additional Invoicing</u>: Alteris may bill the Client directly for any agreed upon additional services.
    1.6.3. <u>Application Framework</u>: Alteris will charge Client for help desk support, content or launch consulting, and content management which exceed the parameters set out in this agreement or other approved agreements by and between Alteris and participating Client.

2. **Client Responsibilities.**
2.1. <u>Disclaimers and Legal Documentation</u>. Provide and maintain, through the Admin Portal, any legal disclaimers pertaining to any Client- or Administrator-generated App content, promotional materials and communications surrounding the App. Provide users with access to any additional Client terms and conditions, privacy policy, or other legal documentation as may be required by Client.

2.2. <u>Provide/Upload/Maintain Client-Specific Content, Assets and Materials</u>. Through the Admin Portal, Client or Administrator shall provide such content, materials, assets, and resources as may be desirable to support the Client's working environment, to comply with state and local government agency requirements, or in response to state and local health and environmental factors. The Service, including its tools, resources and templates, are provided by Alteris Group for Client convenience. By accepting this agreement, Client acknowledges and agrees that Alteris will not be held liable for any failure by Client, Administrator or Users to maintain compliance with national, state or local governmental mandates, and that Alteris Group is not responsible for the content of Client's COVID-19 Response Plan; user or customer communications; user compliance; user relations; awareness of, or compliance with, governmental regulations; or any other action Client may or may not take using the COVID-19 Compliance Coach system. Clients must continue to review local, state and federal government websites and communications to ensure their workplace policies and procedures are based on the most up-to-date information available.

2.3. <u>Additional Administrators.</u> In the future, additional functionality may allow additional Administrators to be assigned in the Admin Portal. For purposes of this agreement, any and all Administrators fall under the term "Administrator."

2.4. <u>Administrator Responsibility</u>. Client accepts sole responsibility for all Administrator actions in the Admin Portal and will not hold Alteris responsible or liable directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with said actions, whether authorized or unauthorized. Administrators will maintain a secure password on their Admin Portal account and will regularly monitor their account to ensure accuracy and completeness. Alteris will not be held liable for actions or damages arising from Administrator failure to maintain secure access to their Admin Portal account.

2.5. <u>App Access</u>. Client and/or Administrator will determine who within their organization shall have access to the App and will be responsible for providing an initial user list to Alteris and/or assigning permissions within the Admin Portal. Unless otherwise agreed to by Alteris and Client, users will login to the App available through the public app stores using their assigned registration credentials (user name and password). The user will be responsible to maintain a secure password on their account and will regularly monitor their account to obtain necessary information, provide necessary responses, and ensure training completion. Alteris will not be held liable for actions or damages arising from user failure to maintain secure access to their App account.

3. **Definition of Application Components and Ownership Rights**

   3.1. **Client Ownership:** Client will own all assets, data, content, custom design templates and/or custom features, for which Alteris was engaged specifically in a fully executed proposal or statement of work and compensated in full by Client, related to the presentation layer.

   3.2. **Alteris Ownership**
      3.2.1. Notwithstanding the afforegoing statements, Alteris retains complete ownership of code/framework and any applications and scripts falling under the following categories:
         3.2.1.1. **Authoring Components:** Any Alteris-developed script that creates a new data source for use by Alteris (ie: CMS or Online Management Suite)
         3.2.1.2. **UI Rendering Engine:** Alteris developed tool to render assets and data elements on screen
         3.2.1.3. **Delivery Components**: Any script that pushes or moves any data and/or assets and/or software out to the Client application
         3.2.1.4. **App Code**: Any and all code specific to rendering the Client application on aforementioned supported devices and platforms
      3.2.2. In addition, Alteris retains complete ownership of the following App content:
         3.2.2.1. Application presentation layer design, script and assets
         3.2.2.2. Standard training content
         3.2.2.3. Standard training resources

EXHIBIT C

HARDWARE

Client will not be required to purchase any hardware from Alteris Group, LLC as part of this agreement.

EXHIBIT D

HOSTING SERVICES

1. Hosting:

   Unless otherwise agreed upon in writing with the Client, Alteris servers will provide hosting services to support the application utilizing Amazon Web Services ("AWS"). All servers will follow the same uptime and agreements as those of AWS, which can be found on https://aws.amazon.com/s3/sla/. Alteris will provide all necessary hosting hardware, servicing and maintenance and that access to these devices are supported by the ongoing fees agreed upon with the Client.

2. Client Responsibility for Data Accuracy:

   Client will ensure one hundred percent (100%) accuracy of any Client-generated data uploaded into or utilized by the Service. Alteris will not be held liable for any errors or omissions in the content provided by the Client.

4. Operational Support:

   Any additional support requested by Client will be available from 9:00am to 5:00pm, Monday through Friday. Client technical support will be available in phone or e-mail form during these hours. All support is subject to billing at the discretion of Alteris Group.

5. Maintenance and Support:

   Alteris will conduct all maintenance relating to upgrades of the Software ("Scheduled Maintenance") only outside of normal business hours (between midnight – 6am or on weekends).

   For any maintenance that is required outside the scheduled maintenance window and that will affect application performance, Alteris will provide email notification to Client.

6. Monitoring Service:

   Alteris will monitor the software, service and CMS 9:00am to 5:00pm EST, Monday through Friday.

7. Other Agreements:

   The aforementioned notwithstanding, any other Service Level Agreements in place between the Parties to this agreement will take precedence over this section.

EXHIBIT E

OTHER SERVICES

Any Client-requested additional products or services outside the scope of this agreement will be quoted by Alteris as necessary.

EXHIBIT F

FEES

Services and fees are documented separately in a proposal, statement of work (SOW), or online pricing calculator. Fee commitments will be made based upon the licensing tier selected at the time of agreement execution or payment, whichever occurs first. Should the Client account exceed the selected licensing tier, Alteris, at their own discretion, will charge applicable fees for the balance of the licensing term to the Client payment account or supply a SOW amendment for execution.

Additional custom functionality, new features and development components added over time will incur additional fees, and any such fees must be approved by a Client authorized Procurement representative in a fully executed SOW amendment or pre-payment prior to Alteris providing any such services or functionality to Client.