

WellnessCheck® Licensing Agreement

Revised 10/1/2017

Welcome to WellnessCheck®, a website and related Outcomes Management Services (OMS) operated by Outcome Referrals, Inc., collectively the "Outcome Referrals OMS". This license agreement may be amended from time to time. The "Agreement" is a contract between you and Outcome Referrals that describes the terms and conditions applicable to your use of Outcome Referrals OMS. Before using any of these services, you must read and accept the terms and conditions contained in this Agreement.

You are either registering to use the Software Services as a **User** and/or a **Customer** as defined below. Users are responsible for understanding and complying with this Agreement with regard to your limited rights and uses of these Software Services. Customers, not Users, are also responsible for payment of **Fees**. Both Users and Customers should be familiar with all of the terms of this agreement.

If you do not agree to this Agreement, you will not be able to use Outcome Referrals OMS. By clicking the "yes" button, you agree to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions, you should click the "no" button and your account will not be activated or your service will be terminated, as applicable.

1. Definitions.

- 1.1. *Account Manager* means the Customer and Vendor representative(s) designated by each Party to serve as such Party's point of contact for the implementation and the ongoing performance of this Agreement.
- 1.2. *Agreement* means this Licensing Agreement and any exhibits and all other documents incorporated into this Agreement by reference, and any subsequent amendments and revisions made in accordance with the terms of this Agreement.
- 1.3. *Annual Fixed Access Fee* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.4. *Authorized Representative(s)* has the same meaning as an Executive.
- 1.5. *BAA* means the Business Associate Agreement between Vendor and Customer as defined by HIPAA.
- 1.6. *Business Day(s)* means Monday through Friday, excluding federal holidays, the April Patriots Day holiday in Massachusetts, the day following Thanksgiving and Christmas, and after 12:00 PM on the day before Thanksgiving, December 24, and December 31.
- 1.7. *Behavioral Health Services* has the meaning of professionals engaged in the delivery or management of substance abuse and mental health services.
- 1.8. *Child Welfare or Juvenile Justice Services* means services provided by a public system or designated private entity with case-manager-of-record functions providing Child Welfare or Juvenile Justice Services.
- 1.9. *Commencement Date* means the commencement date of the Services as defined in the Contract and Fees exhibit.
- 1.10. *Credentials* has the following meaning. Access to and use of the Software Services by Customer shall be limited to the number of Users authorized to use the Software Services by the Authorized Representative who shall provide Vendor with an up-to-date list of Users. Customer will have the ability to and shall create separate ID's and passwords for each of its Users to access the Software Services ("Credentials"), and Customer shall cause each User to use the password assigned to such User to access the Software Services. Customer shall immediately cease or cause the cessation of all illegal or suspect activity associated with the Services.
- 1.11. *Customer* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.12. *Customer Data* means Eligible Case Data and TOP Data provided, directly or indirectly, to Vendor, by or on behalf of Customer (including Eligible Case Data and TOP Data provided through its Users or Raters or Eligible Cases) in connection with the Services.
- 1.13. *Customer Initiated Action* has the following meaning. Vendor may, at Customer's request, perform from time to time manual interventions in the Services or other adjustments to Customer Data processed by the Services (each a "Customer Initiated Action").
- 1.14. *Customer Purpose* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.15. *Customer System* has the meaning of Customer hardware and software systems necessary to connect and access to use the Services.
- 1.16. *Developed Property* has the meaning of any and all inventions, original works of authorship, findings, conclusions, data, discoveries, developments, concepts, improvements, trade secrets, techniques, processes, materials, deliverables, products, hardware, software, and know-how, whether or not patentable or registerable under patent, copyright or similar laws, that Vendor solely or jointly creates, conceives, develops or reduces to practice in performing Services or that result to any extent from the performance of the Services hereunder.
- 1.17. *Documentation* means such user documentation for the Software Services as Vendor generally makes available to users of the Software Services, and updates thereto released by Vendor from time to time.
- 1.18. *Effective Date* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.19. *Eligible Case* means (i) each individual (typically a child, juvenile or adult) who is receiving or at any time during the term of the Agreement services defined as a qualified *Customer Purpose*.
- 1.20. *Eligible Case Data* means data regarding an Eligible Case that is furnished, directly or indirectly, by or on behalf of Customer, through the Services, but specifically excluding TOP Data.
- 1.21. *Executive* means a senior management member of a Party or other authorized representative with the power and authority to bind such Party with respect to this Agreement, and may be further referenced as a "Signing User".
- 1.22. *Expenses* include any travel expenses incurred by Vendor in providing Services to Customer.
- 1.23. *Export Laws* includes any export laws of the United States or applicable jurisdiction of Customer.
- 1.24. *Fees* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.25. *Force Majeure Event* means Vendor performance that is prevented, delayed or obstructed by events or causes beyond Vendor's reasonable control. For the purposes hereof, by way of example only, a Force Majeure Event shall include: fire, strike, war, invasion, riots, acts of any civil or military authority or foreign enemies, hostilities (whether war is declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, acts of God, judicial action, government sanction, blockage, embargo, labor dispute, unavailability or shortages of labor, strike, lockout or interruption or failure of utility services, failure to provide

materials or equipment, failure or delay in delivery by suppliers or delays in transportation, and Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster).

- 1.26. *Go-Live Date* means the first date the Software Services are available for use by Customer and its Users.
- 1.27. *Healthcare Services* are medical services provided by a medical doctor or qualified nurse practitioner delivering primary care or specialty medical services to patients.
- 1.28. *Initial Term* has the meaning set forth in the Customer Contract and Fees exhibit.
- 1.29. *Intellectual Property Rights* means any rights under patent, copyright, trademark, trade dress, trade secret or similar intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction throughout the world, and shall include moral rights.
- 1.30. *MAC* has the following meaning. Management Advisory Committee ("MAC") shall consist of those selected Executives of each of Customer and Vendor identified or otherwise agreed in writing by the Parties.
- 1.31. *Party or Parties* has the meaning set forth in the Preamble to this Agreement.
- 1.32. *Rater* means an individual or institutional custodian of an Eligible Case, including residential treatment facilities, parents, foster parents, and kin relations, and other relevant persons or entities selected by Customer to complete and submit TOP Data for an Eligible Case to the Services on or through TOP or a TOP form (whether online or in hard copy).
- 1.33. *Receiving Party* means the party receiving confidential information.
- 1.34. *Renewal Term* or *Renewal Term(s)* means each successive term of this Agreement equal in years or months to the Initial Term.
- 1.35. *Reports* means those standard and automatic reports that Vendor makes available to Customer through the Software Services and improves or modifies from time to time.
- 1.36. *Services* means collectively, and/or individually, as applicable, any or all of the following: the Software Services and Customization and Consulting Services.
- 1.37. *Software Services* has the meaning set forth in the second "Whereas clause".
- 1.38. *Term* means collectively, the Initial Term and any subsequent Renewal Terms.
- 1.39. *TOP Data* means data submitted by a Rater on or through TOP or a TOP form (whether online or in hard copy).
- 1.40. *Treatment Outcome Package* ("TOP") is a proprietary instrument owned and licensed by Vendor and used by Vendor in the performance of the Services that is intended to assist in assessing an individual's symptoms and functioning across multiple domains with the goal of providing a means to measure the effectiveness of certain Behavioral Health, juvenile justice and Child Welfare interventions. TOP includes but is not limited to: TOP Adult Clinical Scales (TOP Adult); TOP Adolescent Clinical Scales (TOP Adolescent); TOP Child Clinical Scales (TOP Child); Case Mix Questions; Consumer Registration Form and related Documentation.
- 1.41. *Updates* means updates or adjustments or modifications to the Services that the Vendor may do from time to time as it deems appropriate, including in response to user feedback and research data.
- 1.42. *User* means Customer employees, consultants, service providers or agents (including clinicians and caseworkers) or Raters having a need to access the Software Services for the Customer Purpose and granted access by Customer which access shall be solely through the use of Credentials.
- 1.43. *Vendor* means Outcome Referrals, Inc., Kids Insight, Institute for Child Outcomes (a non-profit 501c3) or their affiliates or subcontractors.
- 1.44. *Vendor Technology* means written and electronic materials, intellectual property, proprietary information and trade secrets developed, provided or used by Vendor or its suppliers, contractors or licensors to provide the Services, including without limitation: (i) documentation, (ii) licensing rights to TOP, (iii) functional and technical specifications and other technical information, (iv) customized applications and computer programs, (v) concepts, procedures, processes, methods, algorithms, ideas, and other "know how", (vi) techniques, models (including, without limitation, function, process, system and data models), templates, (vii) the generalized features and structure, sequence and organization of software, User interfaces and screen designs, (viii) general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, (ix) data and information, (x) Developed Property, and (xi) equipment.
- 1.45. The terms "you", "your", "user" or "organization" are synonymous, and refer to the person or organization using Outcome Referrals OMS in any way. An organization may assign multiple individuals to access the Outcome Referrals OMS. Each assigned individual is a user and bound by this Agreement.

2. Scope of Services.

2.1. *Provision of Services.* Subject to the terms and conditions of this Agreement, Vendor shall make the Software Services available to Customer and its Users during the Term.

2.2. *Limited Use.* Customer and its Users may use the Services and TOP Data only in the ordinary course of Customer's provision of a qualified Customer Purpose to Eligible Cases and only in compliance with the Documentation and in compliance with the terms of Vendor's licensed rights. Without limiting the foregoing, Customer and its User's use of the Services shall be in full compliance with the BAA and applicable law (including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended) and such compliance shall be the sole and absolute responsibility of Customer.

2.3. *Credentials.* Access to and use of the Software Services by Customer shall be limited to the number of Users, if any, stated on Exhibit A. Customer will have the ability to and shall create separate ID's and passwords for each of its Users to access the Software Services, and Customer shall cause each User to use the password assigned to such User to access the Software Services. Raters shall only have limited access to the Software Services to the extent necessary to complete TOP forms via a hyperlink contained in an email sent by or on behalf of Customer to the Rater. The Rater's limited access shall not require Credentials and shall not grant direct access to the Software Services; provided that Customer may grant Raters that are clinicians or case workers broader User level access through Credentials. Customer is solely responsible for limiting the information such Raters have access to and are further responsible for maintaining all facets of security for the Credentials, all resulting activity related to use of the Software Services, and all actions of its Users and Raters and their use of the Services. Customer shall immediately cease or cause the cessation of all illegal or suspect activity associated with the Services. Upon written request of Vendor from time to time, Customer shall promptly complete and return to Vendor a written certification signed by an authorized representative of Customer certifying the then-current

number of Users of the Software Services and TOP and that Customer and its Users and Raters have complied and are then in compliance with the provisions of this Section 2.3 and Section 6.

2.4. *Training Services.* Vendor shall provide the training services described in the Customer Contract and Fees exhibit. Subject to the availability of Vendor personnel, Vendor in its sole discretion, may agree to provide Customer such additional training services pursuant to this Agreement reasonably requested by Customer and agreed in writing by the Parties at Vendor's then current standard time and materials rates, plus reimbursement of related expenses.

2.5. *Customization and Consulting Services.* Any Customization and Consulting Services under this Agreement that Vendor, in its sole discretion, may agree to provide to Customer, whether concurrent with or after Implementation Services, shall be at an additional charge, and, if Vendor so agrees, shall be furnished by Vendor to Customer. Customization and Consulting Services may be used by Customer only during the Term and solely for the Customer Purpose in connection with Customer's use of the Software Services in accordance with this Agreement. Vendor shall retain exclusive ownership of the entire right, title and interest, including all Intellectual Property Rights, in and to any and all Developed Property resulting from the performance of the Customization and Consulting Services.

2.6. *Role of Vendor.* Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that (i) Vendor is not engaged in the practice of medicine, other patient care or treatment, or any welfare, placement or criminal justice services; (ii) Vendor is not making any medical, clinical, welfare, confinement, placement or other decisions to or for Customer, any Users, any Eligible Case, any Rater or any other person or entity, (iii) Vendor is not determining appropriate medical, clinical, welfare, confinement, placement or similar use of the Services; (iv) all medical, welfare, confinement, placement, patient care decisions, and other Customer, User, Rater or Eligible Case decisions, including those arising from the analysis of any information or material provided through the Services are the responsibility of Customer and its Users, and (v) Customer is not contracting with Vendor to do any of the foregoing. In addition to the foregoing, Customer acknowledges that the Software Services, including TOP, is a tool to summarize and report information provided by Customer and should not be relied upon as the sole means of making any medical, patient care, clinical, treatment, welfare, confinement, placement or other decisions.

3. Vendor's Rights.

3.1. *Updates.* Vendor may update, adjust or modify the Services from time to time as it deems appropriate, including in response to user feedback and research data.

3.2. *Subcontracting.* Vendor may subcontract all or any portion of its obligations under this Agreement. Vendor shall require any such subcontractors having access to Customer Data to implement information security procedures not materially less protective of the Customer Data than those obligations of Vendor set forth in this Agreement.

3.3. *Maintenance.* Vendor shall use commercially reasonable efforts to make the Software Services available 24 hours per day, 7 days a week, exclusive of (a) Vendor's scheduled maintenance (of which, to the extent practical, Vendor will provide Customer at least four (4) hours' notice and which, to the extent practicable, Vendor shall schedule during weekends and from 8 PM to 8 AM EST on weekdays; provided that, in addition to any other maintenance, Vendor hereby provides notice, and no further notice will be provided, that scheduled maintenance will routinely be performed from 7:30 PM to 8:00 AM EST each Tuesday), (b) emergency maintenance (of which Vendor shall have no notification obligation), and (c) unavailability of the Services resulting from a Force Majeure Event or resulting in whole or in part from problems with the Customer System. Notwithstanding the foregoing, Vendor reserves the right to suspend Customer's access to the Services without notice at any time if the acts or omissions of Customer (including its Users) threaten the integrity or security of the Services, Vendor suspects illegal or suspect activity, if Customer is in breach of its obligations under this Agreement, or Vendor is otherwise required to suspend such action pursuant to court order or other legal requirement or governmental mandatory process. Vendor exercises no control over, and accepts no responsibility for, the operation of Internet connection services provided by third parties or for any delays or failure to perform as the result of any Force Majeure Event.

4. Obligations of Customer.

4.1. *Support of the Software Services.* Customer shall support Vendor activities to implement, manage and modify the Software Services (including without limitation, making Customer resources available as necessary to assist with the foregoing) and otherwise comply with its obligations under this Agreement. This includes without limitation causing its employees, Users and other persons or entities to perform the specific actions specified in this Agreement.

4.2. *Equipment.* Customer is solely responsible for providing and supporting at its expense the operation of its own Customer System and connectivity to access and use the Services. Vendor will not be responsible for any telecommunications or Internet service fees or any third-party service or access fees incurred by Customer to permit access to the Internet or otherwise maintain connectivity to the Services. See Exhibit D, "Technical Requirements," for information about Customer technology required for TOP implementation.

4.3. *Compliance with Specifications and Accuracy.* All data and any other files, content or information provided by or on behalf of Customer or its Users or any Eligible Case or Rater must adhere to technical specifications provided by Vendor, including data elements, data layout and format, data meaning, and semantic relationships of data, sequence and timing of transmission where applicable. Customer is solely responsible for the accuracy, quality, integrity, legality and completeness of all Customer Data and files, content or other information provided by or on behalf of Customer or its Users, any Eligible case and any Rater. Vendor will not be responsible for inaccuracies or lack of completeness of any such data, files, content or information that are provided by or caused by Customer, a User, any Eligible Case or Rater or other third party not under Vendor's control. Vendor may, at Customer's request, perform from time to time manual interventions based on Customer Initiated Action. As between Customer and Vendor, Customer retains sole responsibility and liability for all Customer Initiated Actions performed by Vendor.

4.4. *System Precautions.* Customer and its Users are responsible for taking appropriate precautions against damage to their respective operations, information systems and data that could be caused by defects, interruptions or malfunctions of communications, equipment or the Services. Customer and its Users assume the risk of loss associated with such occurrences. Customer and its Users are responsible for maintaining a means external to the Services for the storage, reconstruction, and transmission of any lost or damaged Customer Data. Reports produced through the Services will be available to Customer through the Services for a limited period of time not to exceed ninety (90) days from the date of creation of the Report and it is Customer's responsibility to download or otherwise maintain a copy of such Reports outside of the Services as Customer deems necessary or desirable.

4.5. *User Activities.* As between Customer and Vendor, Customer shall remain solely responsible for taking contractual or other measures to assure that Users and Raters are providing adequate protection (including protection against unauthorized access, use or disclosure) for all information and data furnished by or on behalf of Customer to Users or Raters by or through Vendor or Customer's use of the Services.

4.6. *Use of Services.* Customer shall (a) make the Software Services available solely to its Users (and to a limited extent to the Raters as described in Section 2.3) and shall be responsible for its Users' and Raters' compliance with this Agreement, (b) be responsible for using industry standard tools to detect and remove from Customer Data viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts or agents; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and promptly notify Vendor of a violation of this Agreement, and take commercially reasonable actions to resolve such violation as soon as reasonably possible; (d) use the Services and TOP Data only for the purposes permitted by this Agreement, and in accordance with all applicable laws and regulations; (e) not permit a competitor of Vendor to access or use the Services; and (f) not, or permit any third party to, (i) sell, resell, rent or lease the Services or use the Services as a service bureau, (ii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (iii) attempt to copy, download or modify the Services or any Vendor Technology, (iv) reverse engineer, de-compile, translate, disassemble or prepare derivative works of all or any portion of the Services or Vendor Technology, or (v) license, distribute, or disclose the Services or Vendor Technology to any third party.

4.7. *Customer Data.* Customer is solely responsible for and represents and warrants to Vendor that Customer has all legal right, title and interest in the Customer Data and the legal right (including having obtained all necessary consents and permissions and complying with all applicable laws, rules and regulations) to provide the Customer Data to Vendor and to grant to Vendor the right to use, access and modify the Customer Data as contemplated or permitted by this Agreement and that the Customer Data does not violate or infringe upon any Intellectual Property Right of any third party. Customer shall be solely responsible for determining, controlling and limiting any Rater's ability to view or otherwise be provided with or have access to the Customer Data and for granting or terminating User access rights to or from its Users in compliance with this Agreement.

5. Obligations of Vendor and Customer.

5.1. *Customer and Vendor Collaboration.* Vendor and Customer shall collaborate to implement and manage the administration of this Agreement. Customer shall use its best efforts to perform, and shall cause its personnel and Users to perform, diligently and in a timely manner all of its respective tasks hereunder, as and when set forth therein.

5.2. *Reporting and Data Exchange.* Vendor and Customer shall conform to the reporting and data exchange provisions set forth the Customer Contract and Fees exhibit.

5.3. *Management Advisory Structure.* Vendor and Customer shall establish and maintain a management advisory structure to consider and address issues that arise in connection with this Agreement. Such Management Advisory Committee ("MAC") shall consist of those selected Executives of each of Customer and Vendor identified or otherwise agreed in writing by the Parties. In addition, the Account Managers shall serve as liaisons between the Parties and shall be available during normal business hours to respond to inquiries and to assist in the administration of this Agreement.

5.4. *Communications.* Customer must obtain Vendor's prior written approval of the content, method, timing and other relevant details of all messages sent or other contact with or communications (including communications to Users) to announce and/or promote the use of the Services by Customer, including such messages posted on the Customer websites, letters, or included in articles, phone scripts and other forms of communications.

5.5. *Press Release.* The Parties agree that upon execution of this Agreement each Party may issue a mutually agreed upon joint press release announcing the execution of this Agreement and the provision of the Services to Customer. On or prior to the Commencement Date, the Parties shall work to create communication programs designed to raise awareness of the use of the Software Services within the Customer organization, related Customer objectives, and other benefits. Each Party may also reasonably cooperate in issuing from time to time, at the request of the other Party, additional press releases or announcements regarding the Services, or any improvements, modifications or successes of the Services. Notwithstanding the foregoing, Vendor may, without Customer approval, identify Customer as Vendor's customer, including without limitation on Vendor's website, customer lists or other marketing or promotional materials.

6. Confidentiality

6.1. *Confidential Information.* For purposes of this Agreement, Confidential Information shall mean all data and information, whether in electronic form or otherwise, of a confidential or proprietary nature of a Party hereto furnished or made available hereunder by it or its employees, consultants or agents to the other Party or the other Party's Users, Raters, employees, consultants or agents, including without limitation trade secrets, functional and technical specifications, access methods, security measures, Credentials, designs, drawings, translations, analysis, research, processes, computer programs, algorithms, methods, ideas, "know how," and other technical information, sales and marketing research, materials, plans, projects, and other business information, accounting and financial information, personnel records, other information concerning the products, services and business of the Parties. Subject to the provisions of this Section 6, information shall be considered to be Confidential Information: (a) if marked as such; (b) if the disclosing Party orally or in writing has advised the Receiving Party of the confidential nature of the information; or (c) if, due to its character or nature, reasonable people in a like position and under like circumstances would treat it as confidential. Confidential Information of Vendor shall automatically include, without being subject to the immediately preceding sentence, the Vendor Technology (including without limitation TOP and Developed Property), all databases, scoring algorithms, software applications and the terms and pricing provisions set forth in this Agreement, including pricing set forth therein, the Services and the specifications and details of the Services (and including without limitation, all User and support documentation and other features and information accessible through the Service). Confidential Information of Customer shall include Customer Data and other Customer operations and program procedures provided to Vendor in writing and marked as Confidential.

6.2. *Non-Disclosure.* Each Party agrees, both during and after the Term of this Agreement, to use due care to (a) protect the Confidential Information of the other Party from unauthorized disclosure to any third party and to employ measures to protect such Confidential Information that are no less restrictive than the measures used by it to protect its own confidential or proprietary information of a similar nature, but not less than reasonable measures, and (b) refrain from using such Confidential Information except for the performance of this Agreement or as otherwise authorized under this Agreement; provided, however, that, each Party may disclose relevant aspects of such Confidential Information to its officers and those employees who are engaged in providing Service, or collecting or distributing to Vendor Customer Data pursuant to this Agreement, and, on a need-to-know basis, to its consultants, contractors, agents, attorneys, and auditors (collectively, "Authorized Representatives"), provided that each such Authorized Representative has undertaken to protect the Confidential Information to the same extent as required under this Agreement and such Party shall be responsible for any failure of its Authorized Representatives to comply with these

confidentiality obligations. If either Party believes that there has been a disclosure of Confidential Information of the other Party to anyone other than itself or an Authorized Representative, such Party must promptly notify the other Party.

6.3. *Exceptions.* The obligations set forth in Section 6.2 do not apply if and to the extent the Party receiving Confidential Information ("Receiving Party") establishes that:

- (a) the information disclosed to the Receiving Party was already known to the Receiving Party, without obligation to keep it confidential;
- (b) the Receiving Party received the information in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential;
- (c) the information was publicly known at the time of its receipt by the Receiving Party or has become publicly known other than by a breach of this Agreement;
- (d) the information is independently developed by the Receiving Party without use of the other Party's Confidential Information; or
- (e) the information is required to be disclosed pursuant to court order or by other mandatory governmental process;

provided that, in the case of (a) through (d) above, such circumstances are demonstrated with written evidence thereof and that, in the case of (e), (i) before making such disclosure, the Receiving Party shall use reasonable efforts to furnish the other Party prior notice of such impending disclosure, and if Receiving Party is not able to provide prior notice, then Receiving Party shall, to the extent permitted by law, disclose to the other Party such information that the other Party requests with respect to Receiving Party's disclosure; (ii) Receiving Party shall cooperate with the other Party to enable the other Party to obtain a protective order or other similar order with respect to disclosure of the other Party's information; and (iii) Receiving Party shall disclose only the minimum of the other Party's Confidential Information that is required to be disclosed in order to comply with the court order or other mandatory governmental process whether or not a protective order or other order has been obtained.

6.4. *Return of Information.* Upon the earlier of thirty (30) days after either Party's written request or termination or expiration of this Agreement, each Party shall, at the requesting Party's option return to the other Party or certify as destroyed all written or electronic Confidential Information, including copies, received hereunder, except as otherwise specifically permitted or provided in this Agreement. Notwithstanding the foregoing and subject to the other provisions of this Agreement, a Receiving Party may retain (a) in its legal department or with its outside attorneys such documents as are necessary for legal retention purposes and (b) non-tangible Confidential Information stored electronically in backup media if the backup media is not readily accessible to users and if the backup media is overwritten in the ordinary course of reuse of the backup media. The Party returning such information shall certify in writing to the requesting party that it has complied with its obligations under this Section 6 within thirty (30) days after receipt of the requesting party's request for such certification. Notwithstanding the foregoing, Customer acknowledges and agrees that Vendor is not required to maintain a copy of Customer Data in the form originally submitted by or on behalf of Customer and Vendor shall have no obligation to return to Customer any Customer Data.

7. Ownership and Proprietary Rights

7.1. Ownership of Data.

7.1.1. *Reports.* Subject to Vendor's underlying Intellectual Property Rights, all right, title and interest in any physical copies of Reports delivered by Vendor to Customer exclusively using Customer Confidential Information shall vest in Customer. Notwithstanding the foregoing, Vendor shall retain the ownership of any Report content (other than Customer Data) and results, report template, report structure, other Developed Property and the like. For the avoidance of doubt, Customer shall have a perpetual license to use any underlying Vendor Report template solely for the purpose of using, in accordance with the terms of this Agreement, any Reports delivered by Vendor to Customer containing Customer Confidential Information.

7.1.2. *Customer Data.* As between Customer and Vendor, Customer shall retain ownership of all Customer Data, in the original form provided to the Software Services by or on behalf of Customer. Notwithstanding any other provision of this Agreement, Customer hereby grants to Vendor a perpetual, royalty-free, transferable, sub-licensable, nonexclusive license to use Customer Data (a) to provide the Services to Customer, including for billing purposes, and (b) on a de-identified basis and without disclosure of personally identifiable information contained therein, for algorithm development, statistical, analytical, research, testing, Services optimization, and any for any other purpose or use as may be determined by Vendor. As between Customer and Vendor, Vendor shall be the sole and exclusive owner of the de-identified data sets produced by Vendor as permitted by this Agreement. Customer acknowledges that Vendor is not required to maintain a copy of Customer Data in the form originally submitted to Vendor by or on behalf of Customer and it is Customer's responsibility to separately maintain a copy of the Customer Data in the form originally submitted to Vendor if so desired by Customer.

7.1.3. *Services Data.* Notwithstanding any other provision in this Agreement to the contrary, Vendor may compile, collect, copy, modify, distribute, publish, display and use transactional and performance data related, generated from or based on Customer's use of the Services and summary or derivative information based thereon, for its analytical and other business purposes, without disclosure to third parties (other than Vendor's Authorized Representatives) of personally identifiable information contained therein.

7.1.4 The foregoing rights in this Section 7.1 shall control over and shall not be subject to any obligation of Vendor to return or destroy Confidential Information.

7.2. Ownership of Intellectual Property.

7.2.1. *Vendor Technology.* Vendor, or its suppliers and third party licensors, are the exclusive owner of and retain all right, title and interest, including all Intellectual Property Rights in and to, the Services and the Vendor Technology, and all customizations, improvements, enhancements, modifications, updates and derivative works thereof. Vendor grants no implied licenses under this Agreement. Notwithstanding any provision to the contrary, Vendor Technology shall constitute the Confidential Information of Vendor pursuant to Section 6 and Customer's obligation to keep the Vendor Technology confidential shall survive the termination of this Agreement.

7.2.2. *Developed Property.* The Parties acknowledge and agree that any Developed Property shall belong exclusively to, and be owned by, Vendor, and shall constitute Confidential Information of Vendor. Customer hereby assigns and transfers to Vendor all of Customer's entire right, title and interest throughout the world (including without limitation Intellectual Property Rights) in and to such Developed Property. Customer shall take such actions as Vendor deems necessary or desirable, including executing and delivering instruments of conveyance or other documents, to vest in Vendor the rights and interests in and to such Developed Property, and to assist Vendor to obtain, register, maintain and enforce such rights and interests. For clarity, Developed Property shall not include Customer Data in the original form submitted by Customer to the Software Service.

7.3 *Suggestions and Incorporation.* Notwithstanding any other provision of this Agreement, Vendor shall have a royalty-free, worldwide, perpetual, irrevocable license to use and incorporate into the Services, make available to third parties and use for any other purpose (including without limitation any commercial use), any suggestions, enhancement requests, enhancements, modifications, recommendations or other feedback provided by Customer, its Users or any Rater or Eligible Case, relating to the use or operation of the Services, and Customer acknowledges that the foregoing information shall be the Confidential Information of Vendor.

8. Business Associate Relationship.

8.1 *Business Associate Relationship.* The Parties shall always comply with the minimum HIPAA standards for protecting patient confidentiality and/or comply with a separately completed Business Associate Agreement.

8.2 *De-Identification.* Notwithstanding the above, Vendor may de-identify any and all PHI, and may Use and Disclose de-identified health information for its own purposes consistent with 45 C.F.R. § 164.502(d).

9. Periodic Review.

Vendor and Customer shall meet, at such times and locations agreed to by both Parties, in person or telephonically, during the Implementation Period, and at least bi-weekly starting on or around the Commencement Date. After the Implementation Period, the Parties shall continue to meet, in person or telephonically, through the MAC, at such time or times as the Parties may agree for purposes of reviewing and coordinating the performance of the Software Services and addressing as needed any operational considerations that may arise.

10. Payment by Customers (not USERS).

10.1. *Fees.* Customer agrees to pay the fees set forth in the Customer Contract and Fees exhibit. If the Contract and Fees exhibit permits, the Annual Fixed Access Fee will be waived while Customer makes best efforts to equally share the new revenue that Vendor services provide ("Partnership Pricing"). At a minimum, Customer shall bill for each TOP assessment. Each quarter, Customer shall provide Vendor with a list of charges and average and total reimbursements by payor. Customer and Vendor shall meet monthly to collaborate and maximize revenue options.

10.2. *Travel Expenses.* Vendor agrees to pay for Customer-requested meetings and related travel expenses.

10.3. *Payment Terms.* Unless otherwise stated in the Contract and Fees exhibit, all amounts owed to Vendor will be in U.S. currency and are due and payable within thirty (30) days of the date of the end of each month. Customer shall make payment by certified bank or company check or wire transfer. Overdue amounts shall bear interest at the lesser of 1% per month or the maximum rate permitted by applicable law. If Vendor prevails in any action to collect unpaid amounts due under this Agreement, it shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action. All Fees and other amounts paid by or on behalf of Customer under this Agreement are non-refundable.

10.4. *Taxes.* Customer shall pay all federal, state, and local sales, use, value added, excise, duty and any other applicable taxes now or hereafter levied in connection with delivery, receipt or use of the Services, other than taxes due on the net income received by Vendor hereunder. When Vendor has the legal obligation to collect such taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.

10.5. *Suspension of Services.* Notwithstanding anything to the contrary set forth herein and in addition to all other rights and remedies which Vendor may have at law or in equity, Vendor may temporarily suspend its provision of and Customer and its User's use of and access to the Services immediately upon notice to Customer if Customer is in breach of this Agreement including if Customer's acts or omissions (or those of its Users or agents) threaten the integrity or security of the Services or Vendor's systems.

11. Disclaimer and Limitation of Liability.

11.1. THE SERVICES AND DOCUMENTATION (AND INCLUDING REPORTS) ARE PROVIDED "AS-IS" AND VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. VENDOR DOES NOT WARRANT THAT THE SERVICES OR DOCUMENTATION WILL BE ERROR-FREE, AVAILABLE OR THAT ALL NON-CONFORMITIES CAN BE OR WILL BE CORRECTED.

11.2. Customer hereby acknowledges and agrees that the Services provided by Vendor and the Reports generated through the Services are contingent upon and subject to the timeliness, accuracy, and completeness of the Customer Data provided by or on behalf of Customer (or its Users or Raters). It is the Customer's obligation to confirm the accuracy and completeness of the Customer Data and to provide or otherwise enter the Customer Data in a timely, complete and accurate manner. Vendor makes no representation or warranty with respect to the same, and hereby disclaims any and all liability related to the entry, timeliness, completeness or accuracy of the Customer Data.

11.3. In no event and regardless of the nature of the claim or legal theory asserted, shall the maximum aggregate liability of Vendor (including its affiliates, employees, officers, directors, suppliers, contractors, licensors or service providers) arising out of or relating to this Agreement exceed the total compensation paid to Vendor by Customer under this Agreement during the six (6) month period immediately preceding the event which is the cause of the claim or liability. The limitations, exclusions and disclaimers of liability set forth in this Agreement shall apply notwithstanding any failure of essential purpose of any limited remedy.

11.4. UNDER NO CIRCUMSTANCES SHALL VENDOR (OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, CONTRACTORS, LICENSORS OR SERVICE PROVIDERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES FOR ANY CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND, LOSS OF BUSINESS OPPORTUNITY OR INCREASED COST OF OPERATIONS, BUSINESS INTERRUPTIONS OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING THE USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT FORESEEABLE.

11.5. Under no circumstances shall Vendor be liable for any losses, damages, expenses, costs (including attorney's fees) incurred or suffered by Customer, its Users or its or their clients, or any Eligible Case or Rater or any other third party arising out of or relating in any way to: (i) any alleged or actual malpractice, misdiagnosis, or to any other medical treatment matter, or clinical, welfare, confinement, or placement decision in connection with the use of the Services by Customer, its employees or agents, Users, Eligible Cases or any third party retained by or on behalf of Customer, including without limitation, Raters; (ii) bodily injury, death, or damage to real or tangible personal property resulting from or in any way related to the use of the Services; (iii) warranties, guarantees or representations made by Customer, its employees or agents, Users, or any third party retained by or on behalf of Customer and including Raters and Eligible Cases regarding the Services; (iv) any claims by or on behalf of a User,

or any Eligible Case or Rater regarding the Services; (v) any third party's reliance on any Reports; (vi) any incorrect information or any errors or omission in data, files, content or information provided by or on behalf of Customer or its Users or any Eligible Case or Rater; (vii) any misappropriation or unauthorized use or disclosure of Reports or other Customer Data by Customer's Users or other's to whom Customer grants access to such Report or information; (viii) any actual or alleged use of the Services, in whole or in part, by Customer or its Users, any Eligible Case or Rater or any third party retained by or on behalf of Customer, in violation of law, in breach of this Agreement, or in any manner not authorized by this Agreement; (ix) breach of Customer's obligations hereunder or the negligence, misrepresentation, willful misconduct or any error or omission of Customer, its employees or agents, Users, any Eligible Case, Rater or any third party retained by or on behalf of Customer; and (x) any Services delivered by or the acts or omissions of Customer or its Users, any Eligible Case or Rater, including any malpractice or professional liability claims.

11.6. The limitations in this Section 11 are not intended to preclude a Party from seeking injunctive relief, specific performance or other equitable relief from a court of competent jurisdiction or otherwise enforcing its rights under this Agreement in the event of a violation by the other Party of Section 6 (Confidentiality) or Section 7 (Ownership and Proprietary Rights).

12. Term and Termination.

12.1. *Initial Term.* This Agreement shall commence on the Effective Date and continue in effect for a period of two (2) years from the Go-Live Date ("**Initial Term**"), unless sooner terminated in accordance with the provisions of this Agreement. After the Initial Term, the Agreement will be automatically extended for successive one (1) year renewal terms (each a "Renewal Term") unless one Party notifies the other Party in writing at least thirty (30) days prior to the end of the then current term of its decision not to renew. The contract will then be renegotiated for an agreed upon term and amount. The foregoing automatic renewal is subject to the pricing adjustment for each Renewal Term as described in Section 10.1 and Exhibit C.

12.2. *Termination for Breach.* In the event that a Party fails to perform any material term in this Agreement and such failure continues for thirty (30) days following receipt of written notice from the non-breaching Party (ten (10) days for breach by Customer of its payment obligations) specifically identifying the breach or breaches, the non-breaching Party may, without limitation of its other rights, and at its election, terminate this Agreement hereunder, without further obligation or liability to the breaching Party, other than those obligations that survive the termination of this Agreement. Notwithstanding the foregoing, if such a violation by Vendor is susceptible to being cured, but cannot reasonably be cured by Vendor within thirty (30) days, Customer shall not exercise any rights hereunder by reason of such violation if Vendor shall, within such thirty (30) day period commence to cure such violation and thereafter diligently pursues such cure within one hundred twenty (120) days of receiving such notice. As an additional condition of Customer's termination right pursuant to this Section 12.2, Customer must notify Vendor in writing of any failure by Vendor to perform any material term in this Agreement not more than ninety (90) days after the initial occurrence thereof. Customer shall have no right to terminate this Agreement for breach by Vendor, during any time at which Customer is in breach of its obligations hereunder.

12.3. *Immediate Termination by Either Party.* This Agreement may be terminated immediately by any Party if the other Party: (i) makes a general assignment for the benefit of creditors; (ii) suffers or permits the appointment of a trustee or receiver for its business or assets, and, if involuntary, is not discharged or dismissed within sixty (60) days; or (iii) becomes subject to any voluntary proceeding under the Federal Bankruptcy Code or any statute of any state relating to insolvency or the protection of rights of creditors or any involuntary proceeding which is not dismissed or terminated within sixty (60) days. Customer shall have no right to terminate this Agreement if Customer is in breach of its obligations hereunder; or (iv) opts out of the contract during the "Partnership Pricing" or "Free Service" period specified in the Customer Contract and Fees exhibit.

12.4. *Effect of Termination.* Upon expiration or termination of this Agreement, (a) all rights granted by Vendor to Customer hereunder shall terminate; (b) Customer (including its Users and Raters) shall immediately cease accessing or otherwise utilizing the Services; (c) Customer shall pay to Vendor any and all sums that are payable under this Agreement for Services through the date of termination or expiration (no refunds or reimbursement for any portion of Fees paid whether attributed to periods prior to or after the date of termination or expiration shall be made by Vendor); (d) Vendor shall deliver to Customer all Reports remaining due for all periods through the effective date of termination or expiration; and (e) if Vendor terminates this Agreement for material breach by Customer, Customer shall also pay to Vendor all sums that would have been due for the remainder of the Term had the Agreement not been terminated. Customer acknowledges that Vendor shall have no obligation to compile, report or otherwise provide any data, files, or other information in connection with the Services.

12.5. *Survival of Terms.* Customer's payment obligations for Services provided prior to termination of the Agreement and the Parties' rights and obligations under Sections 1, 2.6 (last sentence only), 4.7, 6, 7, 8, 10, 11, 12.4, this 12.5, 13 and 14 and such other provisions as by their nature should survive expiration or termination shall survive the expiration or termination of this Agreement for any reason.

13. Indemnity. Customer shall defend, indemnify and hold forever harmless Vendor and its affiliates, employees, officers, directors, suppliers, contractors, agents, licensors or service providers from and against all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees, arising from or in any way relating, directly or indirectly, to any (i) claim or allegation of malpractice, misdiagnosis, or any other medical treatment matter, or clinical, welfare, confinement, placement or other decision in connection with the use of the Services by Customer, its employees or agents, Users, Eligible Cases, Raters or any third party retained by or on behalf of Customer; (ii) any claim (including without limitation a claim for bodily, psychological, or mental injury, death, or damage to real or personal property) resulting in any manner from or in any way related to use of the Services; (iii) claims based upon warranties, guarantees or representations made by Customer, its employees or agents, Users, Eligible Cases, Raters or third parties retained by Customer regarding the Services; (iv) any claims by or on behalf of a User, Eligible Case, Rater or any other third party regarding or related to Customer's use of the Services; (v) any claims by a third party based on reliance on any Reports; (vi) any incorrect information or any errors or omission in data, files, content or information provided by or on behalf of Customer, its Users, any Eligible Case or Rater; (vii) any misappropriation or unauthorized use or disclosure of Reports or other Customer Data by Customer's Users or other's to whom Customer grants access to such Report or information; (viii) any actual or alleged use of the Services, in whole or in part, by Customer or its Users, any Eligible Case or Rater or any third party retained by or on behalf of Customer, in violation of law, in breach of this Agreement, or in any manner not authorized by this Agreement; (ix) breach by Customer of its representations and warranties under Section 4.7 above; and (ix) claims by a third party based on a breach of Customer's obligations hereunder or the negligence, misrepresentation, willful misconduct or any error or omission of Customer, its employees or agents, Users, Eligible Cases, Raters or any third party retained by or on behalf of Customer.

14. General Provisions.

14.1. *Authority.* Each Party represents and warrants to the other Party that: (i) it has the corporate or other power and authority to execute and perform its obligations under this Agreement; (ii) this Agreement has been duly executed by such Party and is a valid and binding obligation of such Party, enforceable in accordance with its terms; and (iii) this Agreement does not violate or will not violate or constitute a default under any other agreements or obligations of such Party.

14.2. *Independent Relationship.* Notwithstanding any other provisions hereof, in the performance of their obligations of this Agreement, each Party is at all times acting and performing as an independent contractor with respect to the other Party. It is further expressly agreed that no work, act, commission or omission of either Party (or any of its agents, servants or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such Party (or any of its agents, servants or employees) an agent, servant, representative, or employee of, or joint venture with, such other Party.

14.3. *Assignment of this Agreement.* Customer may not assign this Agreement to a third party without the express written consent of Vendor, and any such attempted assignment shall be null and void.

14.4. *Compliance with Changes in Applicable Laws and Regulations.* The Parties agree to negotiate in good faith to amend the Agreement as necessary to comply with changes to applicable laws and regulations.

14.5. *Governing Law.* The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Massachusetts, without regard to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Middlesex County, Massachusetts. Vendor and Customer agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding. Customer agrees that any claim or cause of action it may have arising out of this Agreement must be filed within one (1) year after such claim or cause of action arises, notwithstanding any statute of limitations period providing otherwise; such longer statute of limitations period hereby being waived by Customer.

14.6. *Binding Effect; Third Party Beneficiaries.* This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and their permitted assigns, unless otherwise set forth herein or agreed to by the Parties in writing. Vendor's suppliers are intended beneficiaries with respect to those provisions of this Agreement relating to suppliers, and such Vendor suppliers may enforce the terms of this Agreement with respect to such supplier's technology or software incorporated into, used in connection with or provided with the Services. Under no circumstances shall any User, Rater, Eligible Case or any other person acting by or through Customer be considered a third party beneficiary of this Agreement or otherwise be entitled to any rights or remedies under this Agreement even if such Users, Raters, Eligible Cases or other persons are provided access to the Services pursuant to this Agreement.

14.7. *Severability and Waiver.* In the event any provision of this Agreement is rendered invalid or unenforceable by court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect, unless material to overall intent, in which case either Party may submit the matter to the dispute resolution process set forth in this Agreement. No waiver or breach of any covenant or condition shall be valid unless in writing and not waiver shall be construed to be a waiver of any subsequent breach of the same or any other provision.

14.8. *Entire Agreement.* This Agreement, which shall be deemed to include all attachments, amendments, exhibits, addenda and schedules attached hereto or incorporated by reference, sets forth the entire agreement between the Parties. Any other prior agreements, promises, proposals, negotiations or representations, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement, are superseded and are of no force or effect. Without limiting the foregoing, Customer agrees that its entry into this Agreement is neither contingent upon the delivery of any future functionality or features of the Services nor dependent upon any oral or written comments made by Vendor with respect to any such future functionality or features. This Agreement may only be amended in a writing executed by a duly authorized representative of each Party.

14.9. *Conflict in Terms; Purchase Orders.* In the event that Customer submits a purchase order or other document for the Services (regardless of whether Vendor signs and returns an acknowledgement copy of such purchase order), the Parties expressly agree that the terms or conditions contained therein shall not apply to the Services or vary or impose additional obligations to the provisions set forth in this Agreement.

14.10. *Headings.* The headings of sections contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument and may be delivered via facsimile or other electronic method.

14.12. *Notices.* Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier, to the address or addresses set forth above for such Party. The notice shall be deemed to be effective on the date indicated on the return receipt or, if no date is so indicated, then on the earlier of the date actually received or the date of first refusal of delivery. A Party may change its address for notices by providing notice of such change in accordance with the terms of this Section.

14.13. *Intent.* No amount paid or charged under this Agreement is intended to be, nor shall it be construed to be, an inducement for referrals by, to, or between the Parties to this Agreement.

14.14. *Force Majeure.* Except for Customer's payment obligations, each Party shall be excused from performance hereunder and not be liable to the extent that performance is interrupted by Force Majeure Events. Performance times shall be considered extended for a period of time equivalent to the time lost due to such delay.

14.15. *Export Compliance.* Customer agrees not to directly or indirectly export or re-export the Services, or any copies thereof, in such manner as to violate the export laws and regulations of the United States or other jurisdictions in effect from time to time ("Export Laws"). Without limiting the foregoing, Customer shall not permit Users to access or use Services in violation of any Export Laws.

14.16. *Federal Government End Use Provisions.* Vendor provides the Services, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government

agency has a “need for” any right not conveyed under these terms, it must negotiate with Vendor to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the Parties in order to convey such rights beyond those set forth herein.

14.17. *Non-solicitation.* Customer agrees during the Term and for one (1) year thereafter not to employ or hire, or directly or indirectly solicit for employment or hiring, any employee or contractor of Vendor who is or was directly involved in the development, use or provision of Services to Customer.

Outcome Referrals, Inc.
Kids Insight
Institute for Child Outcomes, Inc.
1 Speen Street
Framingham MA, 01701