



Annotated Software as a Service (SaaS) License Agreement

This Software as a Service License Agreement ("SaaS Agreement"), effective on November 3rd, 2020 ("Effective Date"), is made by and between TouchPhrase Development, LLC d/b/a Julota, which has a place of business at 102 S. Tejon St., Ste. 1100, Colorado Springs, CO 80903 ("Julota"), and _____, with offices at _____ ("Customer"), in exchange for the mutual promises contained herein, the receipt and legal sufficiency of which are acknowledged. Julota and Customer shall be collectively referred to as the "Parties".

Julota provides a platform for organizations: a) to provide services directly to individuals seeking assistance through it; b) to coordinate with other individuals or organizations to provide services to individuals seeking assistance that it does not provide directly; c) to cooperate with other organizations to identify services needed for individuals seeking assistance; or d) to assemble, monitor and direct Care Team(s) (defined below).

1. DEFINITIONS.

1.1 Care Team means an individual or an organization used or assembled by or through Customer or on behalf of Customer or in conjunction with Customer to assist Customer, directly or indirectly, in providing to a Help Seeker (defined below) the assistance he or she seeks or requires.

1.2 Community Partner means any organization that provides services to a Help Seeker through Customer utilizing the Hosted Service.

1.3 Customer Data means any data collected through the provision of these services, excluding publicly available data and data previously obtained by Julota. Customer Data may include Personal Data.

1.4 Customer Website means the website owned and operated by Customer as identified in the applicable Order Schedule.

1.5 Documentation means any user guide, help information and other documentation and information regarding the Hosted Service that is delivered by Julota to Customer in electronic or other form, if any, including any updates provided by Julota from time to time.

1.6 Health Privacy Laws means (i) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (ii) HITECH; (iii) 42 C.F.R. Part 2, as may be amended from time to time; and (iv) any other applicable federal or state statute, regulation, administrative or judicial ruling requiring a Party to protect the confidentiality, privacy and/or security of Personal Data and other healthcare-related information pertaining to Help Seekers.

1.7 Help Seeker(s) means the individual seeking assistance from or through the Customer for health or non-health related assistance.

1.8 Hosted Service means the real-time website service hosted by Julota and provided to Customer from time to time. The Hosted Service includes any change, improvement, extension or other new version thereof that is developed or otherwise made available to Customer.

1.9 Julota API means the Julota application programming interface, scripts, widgets, embeddable snippets and other tools that allow Customer to integrate the Customer's website or any other system of Customer with all or part of the Hosted Services.

1.10 Personal Data means any personal information that Julota collects, receives, or obtains, from Customer that does or can identify a specific individual or by or from which that specific individual may be identified, contacted or located, such as the individual's name, address, social security number, or any information that applicable law defines as personally identifiable information or information protected by Health Privacy Laws. Personal Data includes, but is not limited to, Protected Health Information (defined below).

1.11 Platform means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, content, graphics, techniques, methods, processes, algorithms, code, know-how, trade secrets and other technologies, implementations and information that are used by Julota in providing the Julota services, including any innovations, revisions, enhancements, upgrades or improvements of the foregoing.

1.12 Protected Health Information or PHI shall have the same meaning as the term "protected health information" as defined under HIPAA.

1.13 Services means, collectively, the Hosted Service, Platform, Julota API (if available or applicable), Documentation, as described in the applicable SOW (defined below).

2. SERVICES. Subject to the terms and conditions of this SaaS Agreement, Julota will provide Customer with access to the Services as described in each Statement of Work ("SOW") executed by Julota and Snohomish County and attached hereto (each, including any Appendices attached thereto, a "Snohomish SOW"), or executed by Julota and Customer and attached hereto. The initial Snohomish SOW, which is dated October 1, 2020, is attached hereto as Exhibit A. Each SOW will be subject to the terms of this SaaS Agreement and, if signed by Snohomish County, the terms of the Agreement to Pay for Services Rendered to a Third Party executed by Snohomish County (the "Agreement"). In the event of any conflict between the terms and conditions of this

SaaS Agreement and the terms and conditions of a SOW, the terms and conditions of the SOW shall govern as to that SOW only. Customer's use of the Services is subject to this SaaS Agreement and the applicable SOW.

The SaaS Agreement is set up so that the legal terms are almost exclusively in the SaaS portion and the business terms are almost exclusively in each SOW so the legal terms are in a stand-alone document that will not need to be renegotiated for each work order.

3. LICENSE GRANT.

3.1 License Grant to Customer. Subject to the terms and conditions of this SaaS Agreement, Julota grants Customer, as described in the applicable SOW, during the term of the applicable SOW and the term of this SaaS Agreement (whichever period is shorter), a non-exclusive, non-transferable right and license to access and use the Services as provided for in the applicable SOW. The Services will also be provided pursuant to the service levels set forth in the Service Level Agreement ("SLA"), which is attached as [Exhibit A](#). For Services provided through an SOW entered into through the Agreement, any service level credits will be credited to Snohomish County's payment obligations.

3.1 provides the rights to the customer to use the Platform. The customer gets a license to use the Platform during the term of the applicable SOW, but the customer obtains no ownership right in the Platform. Without this language, the customer will not have any rights to use the Platform. The SOW does not include license language. This language is standard language in SaaS agreements.

3.2 License Restrictions for Customer. Customer shall not, directly or indirectly, permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services; (iv) make the use of the Services available to anyone other than for its own internal purposes; (v) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) remove any proprietary notices from the Services or any other Julota materials furnished or made available hereunder; (vii) publish or disclose to third parties any evaluation of the Services; (viii) use the Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; or (ix) use the Services to build a competitive product or service, or copy any features, functions or graphics of the Services.

3.2 is merely a list of things that the customer should not do with or on the Platform. The list boils down to the customer being prohibited from reverse engineering the Platform, sub-licensing the Platform for the purpose of allowing third-party organizations to use it through customer's license, and not doing anything to disrupt

other customers' usage of the Platform. This language is standard language in SaaS agreements.

3.3 API License. If provided for in the applicable SOW, Julota hereby grants Customer, during the term of the applicable SOW, a nonexclusive, nontransferable, nonassignable, license to access and use the Julota API solely in connection with its use of the Services.

3.4 License Grant to Julota. Customer grants Julota, subject to the terms and conditions of this SaaS Agreement, during the term of this SaaS Agreement and the applicable SOW, a non-exclusive, non-transferable, non-sublicensable license for it to use Customer Data and its trademarks (the "Marks") for the sole purpose of providing the Services or as otherwise set forth in this SaaS Agreement. Customer reserves all ownership and other rights in the Customer Data and the Marks not expressly included herein and nothing in this SaaS Agreement shall be deemed to convey or transfer to Julota any ownership rights in or to the Customer Data or the Marks. Notwithstanding the foregoing, Customer understands that a third party may also claim ownership of Customer Data.

3.4 grants Julota the right to process Customer Data. Without this license, Julota cannot provide the Services.

This language also makes clear that Customer's ownership of Customer Data may not be exclusive so that Julota can process the same information it receives from another customer.

3.5 License Restrictions for Julota. Julota's license to the Marks is subject to the following restrictions: (i) all of Julota's uses of the Marks must be preapproved by Customer; (ii) Julota shall not use any Marks in such a way as to give the impression that they are the property of anyone other than Customer; and (iii) Julota shall comply with Customer's trademark guidelines, if any, and any other reasonable requirements established by Customer concerning the style, design, display, and use of its Marks. Customer's trademark guidelines, if any, are attached as [Exhibit C](#).

3.5 allows Julota to offer a white label solution where the customer's logo appears on their version of the software.

This language can be deleted and replaced with "Reserved." So that the numbering will not change on sections and Julota would need to update all of the paragraph references.

4. PRIVACY. Julota may collect or store Customer Data, which may contain Personal Data concerning Help Seekers in connection with the provision of the Services. Julota will comply with its non-disclosure obligations set forth in this SaaS Agreement. The Parties agree to comply with the requirements of all Health Privacy Laws. The Parties agree that Julota will serve as a Business Associate with respect to certain Services it provides to Customer. Accordingly, as it applies to such Services, the Parties shall execute and abide

by the terms set forth in the business associate agreement attached hereto and incorporated herein as Exhibit D ("BAA").

5. PASSWORDS / SECURITY / DISCLOSURE.

5.1 Passwords. Customer is responsible for maintaining the confidentiality of its passwords. Customer is solely responsible for any and all activities that occur under its account and all charges incurred from use of the Services accessed with Customer's passwords. Customer agrees to immediately notify Julota of any unauthorized use of Customer's account or any other breach of security known to Customer. Julota shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

5.1 is standard SaaS language that makes the Customer responsible for the safeguarding of its login credentials.

5.2 Security. Julota will maintain the Services at a third-party hosting facility and will implement industry standard security precautions, which are intended to prevent unauthorized access to Customer Data, and all applicable security protections and safeguards required of Julota by Health Privacy Laws. Customer acknowledges that, notwithstanding such security precautions, use of, or connection to, the internet could potentially result in unauthorized third parties circumventing such precautions and gaining access to the Services and Customer Data.

5.2 merely notifies customer that the data is being processed and stored on a third-party server. It also is intended to be language that supplements Julota's internal data security practices.

5.3 Disclosure. Customer agrees that Julota and its agents, which have agreed to confidentiality obligations at least as restrictive as Julota's obligations in this SaaS Agreement, can access Customer Data and its account information in order to respond to its service requests and/or as necessary, in Julota's sole discretion, to provide Customer with the Services. Julota will not otherwise use or disclose Customer Data, except if compelled by law, permitted by Customer, or pursuant to the terms of the BAA and the terms of Julota's Privacy Policy, which is available at www.Julota.com/privacy-policy/ (the "Privacy Policy"), which is incorporated into this SaaS Agreement. The terms of this SaaS Agreement shall supersede any inconsistent terms in the Privacy Policy.

5.3 is intended to resolve concerns that a customer may have regarding the confidentiality of Customer Data by Julota's service providers.

It also provides a license to use Customer Data for purposes of resolving customer service issues.

Lastly, it makes clear that even though Julota incorporates its online privacy policy related to the processing of personal information, inconsistent terms in the online privacy policy are superseded by this SaaS

Agreement. Doing so resolves concerns around online terms that can be changed without notice.

5.4 Permission to Disclose. By submitting any Help Seeker's Personal Data to the Hosted Services and providing said Personal Data to Julota for processing, Customer warrants that it has: (i) legal authority to disclose such Personal Data in compliance with Health Privacy Laws; and (ii) if required by Health Privacy Laws, this SaaS Agreement, or Julota's Privacy Policy or other policies provided to Customer in writing, the necessary permissions, authorizations and consents from the Help Seekers for the viewing and processing of their Personal Data by Julota and its agents, third-party service providers, other organizations utilizing the Hosted Services to provide assistance to Help Seekers.

In order to provide the Services, Julota must be permitted to process the Help Seeker's Personal Data. Help Seekers must consent to Julota's processing of their Personal Data. Help Seekers do not access the Platform and Julota has no direct contact with Help Seekers. Only the customer has these connections, so it is for this reason that the responsibility lies with the Customer to provide privacy disclosures and obtain consent from the Help Seekers.

6. OWNERSHIP.

6.1 With the exception of Customer Data, the Platform, the Hosted Services, and all information, reports, studies, object and source code (including without limitation the Services and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, product documentation, diagrams, specifications, methods and other tangible or intangible material of any nature whatsoever produced through or as a result of or related to any product, service or deliverable (collectively, "Works") or development of any data analytics or usage models hereunder, and all patents, copyrights, trademarks and other proprietary rights related to such Works and models, shall be the sole and exclusive property of Julota, its Affiliates (defined below) or their third party providers (collectively, "Julota Property"). Nothing in the SaaS Agreement shall convey to Customer any title to or ownership of any Julota Property. Customer hereby irrevocably assigns and transfers to Julota, its Affiliates or their third-party providers all rights, title, and interest in any such Works and models. "Affiliate" means an entity that controls, is controlled by, or under common control with a Party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or Party. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.1 is standard intellectual property protection language in SaaS agreements. It specifically carves out Julota's ownership of Customer Data and states that Julota does not own Customer Data.

6.2 To the extent permitted by law, Customer acknowledges and agrees that Julota shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data"). Statistical Data may be collected by Julota for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form, without specifically identifying the source of the Statistical Data. Except for the limited rights granted herein, at no time shall Julota acquire any ownership, license, rights or other interest in or to the Statistical Data, all of which shall, as between Customer and Julota, be and remain the confidential and proprietary information of Customer.

6.2 makes it clear that Julota has a right to collect data concerning how the customer interacts with the platform (e.g., time spent on a page, session time, number of users, number of Help Seekers, etc.) This is statistical data collected on a Platform wide basis, which if Julota restricted collection on a customer-by-customer basis, the data would no longer remain aggregate anonymized data and Julota would not be able to collect it. Most SaaS agreements provide that statistical data will be collected and the SaaS provider will own it. In this language, the customer owns the data and Julota just gets a license to use it.

6.3 Julota shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Services or otherwise use Statistical Data, any suggestions, enhancement requests, recommendations or other feedback Julota receives from Customer.

6.3 addresses an issue so that if the customer gives Julota an idea for the Platform, that idea would become the property of the customer and Julota would not be able to implement it. This is especially problematic when Julota has been working on the same concept independently or the new functionality, for instance, can be expected in light of technology trends.

7. CUSTOMER OBLIGATIONS.

7.1 **Process.** Customer shall assign two (2) representatives who will be responsible for all communications with Julota related to the use of the Services.

7.2 **Conduct.** Customer is and will be solely responsible for its actions and the actions of its authorized users while using the Services. Customer is and will also be solely responsible for the actions of each Care Team and each of the Care Team's officers, directors, members, employees, agents, contractors, subcontractors and individual(s) related to Customer's use of the Services or the provision of assistance to any Help Seeker. Customer is and will be responsible for all claims made by a Care Team related to any transaction related to the Services. Customer acknowledges and agrees

that Julota is not liable for, or responsible to, remediate any issues found on Customer's network or in Customer's web traffic through the Services. In addition to the conduct restricted in Section 3.2 (License Restrictions for Customer), Customer agrees, on behalf of itself and its authorized user(s) to: (i) abide by all laws and regulations including, without limitation, all laws applicable to any service Customer provides or any Care Team provides to a Help Seeker and all laws applicable to the transmission of technical data exported from the United States through the Services and to wireless e-mail marketing and advertising; (ii) not to upload or distribute in any way content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer or mobile device; (iii) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (iv) not to interfere or disrupt networks connected to the Services or interfere with the ability of others to access or use the Services; (v) not to distribute, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, defamatory, hateful, racially, ethnically, unwanted or otherwise objectionable material of any kind or nature; (vi) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (vii) not to interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (viii) not to engage in, or permit others to engage in, contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of e-mail; and (ix) to comply with all regulations, policies and procedures of networks connected to the Services, Julota, or Julota's service providers, as the same may be promulgated from time to time; however, for regulations, policies and procedures promulgated by Julota or Julota's service providers, Julota must provide fourteen (14) days' written notice to Customer of such regulations, policies and procedures before they become effective. Julota may remove any violating data on the website posted or stored using the Services or transmitted through the Services, without notice to Customer; however, Julota has no obligation to do so.

7.2 makes clear that Julota is merely a platform for the customer to conduct its outreach activities. It states, among other things that the customer is responsible for all actions of its Care Team members. The reason for this is that Julota has no contact with them or role in choosing them or ability to terminate them. Only customer has this relationship with its Care Team members.

The rest of the prohibitions are standard prohibitions that requires the customer to only use the Platform in compliance with the law and it restricts the use of the Platform so as not to use it in a manner harmful to others or the Platform itself.

7.3 Customer shall maintain privacy policies on its website and shall deliver printed hard copies of its privacy policies to each Help Seeker prior to entering any information about the

Help Seeker through the Services. Customer will ensure that its practices for storing and safeguarding Help Seeker related information are consistent with industry privacy, security standards and all applicable legal requirements. Customer must obtain the necessary authorizations and its privacy policy must include the following disclosures and terms sufficient to allow for: (i) the collection and processing of data from Help Seekers, including any Personal Data from a Help Seeker; (ii) Julota's processing of Help Seeker data; (iii) the use of Personal Data belonging to Help Seekers as contemplated in the provision of the Services and in the applicable SOW; (iv) the maintenance and retention of Personal Data after assistance is rendered by Customer to a Help Seeker; (v) the processing and sharing of Personal Data and other data of Help Seekers with other organizations utilizing the Hosted Services and by Care Teams; and (vi) the sharing and utilizing of each Help Seeker's Personal Data and the aggregate data derived therefrom by Julota. Customer shall be solely responsible for obtaining and maintaining documentation of any and all legally required written permissions, consents or authorizations from Help Seekers before a Help Seeker's Personal Data is provided to Julota or placed on the Platform. Any and all information provided by Customer to Julota via the Hosted Services or any other Services relating to any Help Seeker's permissions, consents or authorizations shall be accurate and valid. Customer shall notify Julota, on a form provided and/or approved by Julota, of any restrictions on the use or disclosure of a Help Seeker's Personal Data that Customer is required to abide by to the extent that such restriction may affect Julota's use or disclosure of that Help Seeker's Personal Data. Customer shall notify Julota of any changes in, or revocation of, the permission, authorization or consent by a Help Seeker for Customer to disclose such Help Seeker's Personal Data on the Platform. Notwithstanding the foregoing revocation or change in authorization, Julota may retain copies of that data in read only format to the extent permitted by law in order to comply with its statutory or regulatory requirements or to defend against a claim or complaint.

7.3 is market language requiring the customer to make the necessary disclosures and obtain the required consent for Julota to process Help Seeker personal information through the Services. Julota has no direct contact or relationship with the Help Seekers, so as a result, the customer is in the position to make the required disclosures to Help Seekers and to get the necessary consents.

8. FEES AND TAXES.

8.1 Snohomish County. Snohomish County has agreed to pay the Fees (defined below) for the Services set forth in each SOW signed by Snohomish. For each SOW that Snohomish County has executed, Snohomish County will be referred to as "Customer" in Sections 8.2-8.5 and 10.5 of this SaaS Agreement. For each SOW entered into that is not executed by Snohomish County, Customer, not Snohomish County, will be deemed to be referred to in Sections 8.2-8.5

and 10.5 hereof and Customer will have all said obligations, not Snohomish County.

8.2 Fees. Customer agrees to pay Julota the fees set forth on the applicable SOW for the Services, in accordance with the fees, charges, and billing terms set forth in this SaaS Agreement (collectively, "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in this SaaS Agreement, Fees are non-refundable.

8.3 Additional Charges. Customer shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Julota in connection with the Services. As applicable, such out-of-pocket expenses shall be incurred in accordance with Julota's then-current corporate travel and expense policy. If an out-of-pocket expense is listed in an Exhibit, such expense may be changed to reflect changes issued by the applicable vendor. All expenses incurred by Julota for which it seeks reimbursement from Customer must be preapproved in writing by Customer.

8.3 protects the customer in the unlikely event that Additional Charges arise, in which case the customer is only responsible for reimbursing Julota for the charges if it first gives written consent to Julota to incur them. This language establishes a process for charging the Additional Charges. Without this process there would be no requirement that Julota first obtain consent to incur the charges from the customer.

8.4 Payments. Unless stated otherwise on the applicable SOW, all Fees are due and payable by Customer within forty-five (45) days after the invoice date. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of one percent (1%) of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Customer shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

8.5 Taxes. All Fees set forth in this SaaS Agreement are exclusive of all taxes and similar fees. Customer shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the Fees charged the Customer under this SaaS Agreement, exclusive, however, of taxes based on Julota's income, which taxes shall be paid by Julota. If any taxes for which Customer is responsible hereunder are paid by Julota, Customer will promptly reimburse Julota upon Customer's receipt of proof of payment.

9. TERM. This SaaS Agreement commences on the Effective Date and shall continue for one (1) year, unless earlier terminated in accordance with this SaaS Agreement. Following the initial Term, this SaaS Agreement shall renew for successive twelve (12)-month periods unless either Party provides written notice of termination 60 days prior to the end of the Term.

10. TERMINATION.

10.1 Breach. Except as otherwise provided in this Section 10, either Party shall have the right to terminate this SaaS Agreement or the applicable SOW upon written notice if the other Party has breached a material term of this SaaS Agreement or the applicable SOW and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching Party specifying the breach.

10.2 Insolvency. Either Party shall have the right to terminate this SaaS Agreement if (i) the other Party has a receiver appointed for it or its property; (ii) any proceedings are commenced by the other Party under a Chapter 7 bankruptcy; or (iii) the other Party is liquidated or dissolved.

10.3 Failure to Pay/Customer Conduct. Except to the extent prohibited by Health Privacy Laws, Julota shall have the right to suspend or terminate access to the Services, at its sole option, with or without notice to Customer, if (i) any payment is delinquent by more than sixty (60) days, or (ii) if Customer breaches Sections 3.2, 5 or 7 of this SaaS Agreement, or (iii) Snohomish County informs Julota that it no longer intends on making payments and Customer fails to arrange for timely payment, and Julota may terminate this SaaS Agreement and each SOW at the end of the last fully paid period for Services. In addition, if Snohomish County terminates its contract with Customer and discontinues payment for the Services, Customer may terminate this SaaS Agreement upon thirty (30) days' written notice to Julota, if not terminated earlier by Julota.

10.4 Immediate Termination. Julota may immediately suspend or terminate this SaaS Agreement or the applicable SOW, in its sole and absolute discretion, if Customer violates Section 7.2 of this SaaS Agreement or violates or misappropriates Julota's intellectual property rights related to the Services.

10.5 Effect of Termination. Termination of this SaaS Agreement will terminate all SOWs. Termination of an individual SOW will only terminate that SOW and will not result in the termination of this SaaS Agreement, unless the SOW provides otherwise. Julota shall not be liable to Customer or any third party for suspension or termination of Customer's access to, or right to use, the Services under this SaaS Agreement, provided that such suspension or termination is done in accordance with this SaaS Agreement. If Customer terminates this SaaS Agreement or an SOW pursuant to Section 10.1 or if Julota terminates this SaaS Agreement or an SOW without cause, Customer will be obligated to pay the balance due for the Services up to the date of termination. If Julota terminates this SaaS Agreement or an SOW pursuant to Section 10.1 or if Customer terminates this SaaS Agreement or SOW without cause, Customer shall pay any unpaid fees through the date of termination and shall pay any unpaid fees covering the remainder of the term of all SOWs, if the SaaS Agreement is terminated, or the applicable SOW, if only the SOW is terminated. Upon the effective date of termination of this SaaS Agreement for any reason, , except

to the extent prohibited by Health Privacy Laws, Customer's access to the Services will terminate and Customer shall cease accessing and using the Services immediately and Julota shall cease use immediately of any Marks. Sections 3.2, 4, 5, 6, 8 through 16 and 18 of this SaaS Agreement shall survive termination for any reason.

10.6 If Julota terminates this SaaS Agreement or any SOW pursuant to (i) Section 10 based upon any act or omission of Snohomish County, which if curable under Section 10, is not timely cured, or (ii) a breach of the Agreement by Snohomish County, Julota may, in its sole discretion, terminate the SaaS Agreement and/or the applicable SOW, and pursue its financial remedies against Snohomish County. Customer waives all claims and rights against Julota and its members, shareholders, directors, officers, employees, service providers, subcontractors, agents, assigns, and successors in interest related to the termination of the SaaS Agreement and/or any SOW that is terminated pursuant to this Section 10, except if terminated by Customer pursuant to Section 10.1 hereof.

11. CONFIDENTIALITY.

11.1 Obligations. Each of the Parties agrees to maintain in confidence any proprietary or non-public information of the other Party, whether written or otherwise, disclosed by the other Party in the course of performance of this SaaS Agreement that a Party knows or reasonably should know is considered confidential by the disclosing Party ("Confidential Information"). The Parties hereby agree the terms and conditions of this SaaS Agreement, and any discussions related to the Services shall be considered Confidential Information. Confidential Information also includes: (i) trade secrets and proprietary information (including that of any client, supplier or licensor); (ii) customer lists, client lists, business plans, information security plans, business continuity plans, requests for proposals or requests for information and responses to such requests that the Parties may change after the Effective Date, and proprietary software programs; and (iii) any other information received from or on behalf of a disclosing Party that is marked confidential or that the recipient of the information could reasonably be expected to know is confidential. The receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform their obligations under this SaaS Agreement and who agreed to be bound by these obligations of confidentiality and non-disclosure. Except as otherwise expressly provided in this SaaS Agreement, upon termination of this SaaS Agreement for any reason, and at the request of the disclosing Party, the receiving Party shall promptly return

or destroy (at the disclosing Party's option), all copies of the other Party's Confidential Information. Notwithstanding the foregoing, each Party may maintain archival copies of Confidential Information for the applicable statutory periods to the extent permitted by law.

11.1 will only apply to Julota when customers are subject to public disclosure laws, e.g., the Freedom of Information Act and other public disclosure laws in their jurisdiction. See section 11.2 where it is provided that to the extent public disclosure laws require disclosing information, that information will not be considered confidential.

11.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third Party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving Party with the express written consent of the other Party hereto; or (v) requests for information pursuant to the Freedom of Information Act, or any open-records or public disclosure laws, provided an exemption to said disclosure or other law superseding the requirement for disclosure does not apply, and provided that the disclosure does not include data solely stored in the Hosted Service. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this SaaS Agreement; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include PHI or Part 2 Data as those terms are defined in the Business Associate Agreement, which shall be governed by the Business Associate Agreement.

11.2 provides the carve outs of what is considered Confidential Information. If one of the carve outs apply, the information will not be considered confidential. This section also incorporates the obligations of the parties under the Business Associate Agreement.

12. WARRANTY.

12.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JULOTA MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR

SERVICES PROVIDED TO CUSTOMER BY JULOTA, OR OTHERWISE UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, JULOTA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, JULOTA DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE OR DEFECTIVE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS OR TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, OR THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE, LOSS OF PERSONAL CONTENT, OR ANY OTHER REASONS. JULOTA ALSO EXPLICITLY DISCLAIMS ANY WARRANTIES RELATED TO BUSINESS RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES AND SPECIFICALLY STATES NO SUCH REPRESENTATIONS ARE OR HAVE BEEN MADE TO CUSTOMER. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (I) ESTABLISHING AND MAINTAINING AN INTERNET CONNECTION SUFFICIENT FOR THE SERVICES TO FUNCTION PROPERLY, (II) THE CONTENT AND EFFICACY OF ALL MARKETING INITIATIVES, AND (III) FULFILLING ALL ITS OBLIGATIONS TO HELP SEEKERS IN CONNECTION WITH THE USE OF THE SERVICES. CUSTOMER WILL FOLLOW PROPER BACK-UP PROCEDURES FOR ANY OTHER PROGRAMMING AND ALL DATA TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM THE USE OF ANY EQUIPMENT OR THE SERVICES. CUSTOMER AGREES THAT JULOTA AND THE PLATFORM AND SERVICES DO NOT MAKE CLINICAL, MEDICAL OR OTHER DECISIONS OR RECOMMEND, ENDORSE OR MAKE ANY MEDICAL, CLINICAL OR RELATED REPRESENTATIONS OR WARRANTIES. EXCEPT WITH RESPECT TO JULOTA'S OBLIGATIONS HEREUNDER, CUSTOMER ASSUMES ALL RESPONSIBILITY IN CONNECTION WITH DISCLOSING CUSTOMER DATA ON THE PLATFORM.

12.1 is standard disclaimer of warranty language. Julota only warrants for issues it expressly states it warrants. This language is to avoid implied/unspeoken warranties.

12.2 Open Source. Parts of the software for the Services may be subject to the GPL (General Public License) for open source software, and all warranties are disclaimed for such parts by the Free Software Foundation, Inc. See the GNU General Public License for more details. Similarly, parts of such software may be subject to the MIT License for open source software, and therefore, the following restrictions: MIT grants permission, free of charge to any person obtaining a copy of the software and associated documentation files, to deal in the software without restriction, including without limitation the rights to use, copy, modify, merge, publish,

distribute, sublicense, and/or sell copies of the software, and to permit persons to whom the software is furnished to do so, subject to the following conditions and notwithstanding anything to the contrary in this SaaS Agreement: the software is provided "AS IS" without warranty of any kind, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings in the software.

12.2 discloses open-source code may be used in the development of the Platform.

12.3 Mutual Warranties. Each party represents and warrants that: (i) it does not have any contractual obligations that would prevent it from entering into this SaaS Agreement; and (ii) it will comply with all laws and regulations directly applicable to its performance of its obligations under this SaaS Agreement or its use of the Services.

13. INDEMNIFICATION.

13.1 Indemnification by Julota. Julota shall indemnify, defend, and hold harmless Customer with respect to, and at its option settle, any third party claim or suit based on any third party claim or suit based on a claim that the provision of the Services violate applicable law or that the Services (excluding any third party software) violate, infringe or misappropriate any United States patent, copyright, trademark or trade secret and Julota shall pay any final judgment entered against Customer in any such proceeding or agreed to in settlement; provided (i) Julota is promptly notified in writing of such claim or suit, (ii) Julota or its designee has sole control of such defense or settlement, and (iii) Customer gives all information and assistance requested by Julota or such designee. To the extent that use of the Services is enjoined, Julota may at its option either (a) procure for Customer the right to use the Services, (b) replace the Services with other suitable products, or (c) refund the prepaid portion of the Fee(s) paid by Customer for the Services or the affected part thereof. Julota shall have no liability under this Section 13 or otherwise to the extent a claim or suit is based upon (1) use of the Services in combination with software or hardware not provided by Julota if infringement would have been avoided in the absence of such combination, (2) modifications to the Services not made by Julota, if infringement would have been avoided by the absence of such modifications, or (3) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release.

THIS SECTION 13 STATES JULOTA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY VIOLATION, INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE SERVICES.

Julota only indemnifies for IP infringement and it only indemnifies for third-party claims against the customer. Julota cannot provide a means for the customer to recover losses due to a breach of the SaaS Agreement. 13.1 is also not intended to provide indemnity protection for general breaches of the contract. The reason that this paragraph limits indemnity protection to just IP infringement claims is because such coverage is market and because expanding the scope of the indemnification obligations will expose Julota to unlimited liability for indirect damages, which is something that SaaS agreements universally disclaim for economic reasons.

13.2 Indemnification by Customer. Customer shall indemnify, defend, or at its option settle, any third party claim or suit based on or arising out of a claim that Customer materially breached its obligations under this SaaS Agreement. Customer shall pay any final judgment entered against Julota in any such proceeding or agreed to in settlement; provided (i) Customer is promptly notified in writing of such claim or suit, (ii) Customer or its designee has sole control of such defense or settlement, and (iii) Julota gives all information and assistance requested by Customer or such designee.

The reason that the customer's indemnification obligations include breaches of its obligations under the contract, is because Julota does not control the customer's use of the Platform. Julota cannot be responsible for damages arising out of wrongful use of the Platform because it cannot sufficiently control such usage.

14. LIMITATION OF LIABILITY.

14.1 Limitation on Direct Damages. EXCEPT AS IT RELATES TO JULOTA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL JULOTA'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14.1 is a unilateral limitation on liability. Julota cannot be liable for any losses that arise due to customer's wrongful conduct.

14.2 Waiver of Consequential Damages. IN NO EVENT SHALL JULOTA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR

OTHERWISE, EVEN IF JULOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

For the same reasons stated above, 14.2 is a unilateral waiver of liability for Julota only.

14.3 No Liability for Wrongful Third-Party Disclosures. Notwithstanding anything to the contrary herein, Julota will have no liability to Customer or any other organization or individual related to the wrongful disclosure by Customer, the Care Team, a Community Partner or any director, officer, employee, agent or service provider of the foregoing.

15. NON-SOLICITATION. During the term and for a period of twelve (12) months thereafter, Julota and Customer shall not knowingly, directly or indirectly, solicit, recruit, employ or contract with any employees of one another.

16. INSURANCE. Julota will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this SaaS Agreement:

16.1 Commercial General Liability. With coverage of not less than One Million Dollars (\$1,000,000) each occurrence (for bodily injury and for damage to property); including coverage for premises and operations, contractual liability, broad form property damage and products and completed operations and Three Million Dollars (\$3,000,000) in the aggregate.

16.2 Cyber Liability Insurance. With coverage of not less than Three Million Dollars (\$3,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access by an outside party, which may take the form of a "hacker attack" or a "virus" introduced by a third party; (ii) failure to prevent a party other than an insured from unauthorized access to, use of, tampering with or introduction of malicious code into data, programs or systems; and (iii) breach of Customer's data.

16.3 Policy Terms. Such insurance shall name Customer as an additional insured. A blanket endorsement or an additional insured endorsement evidencing the policy shall be provided to Customer upon execution. Julota shall provide Customer with written notice of any policy cancellation within thirty (30) days of the receipt of such notice. Julota shall obtain replacement insurance policies meeting the requirements of this Section 17.

17. GENERAL.

17.1 Notices. All notices to a Party shall be in writing and sent to the addresses specified in this SaaS Agreement (and in the case of Julota, to the attention of the Chief Operating Officer) or such other address as a Party notifies the other Party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; three days after it is sent, if sent for next day delivery by recognized overnight

delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.2 Governing Law and Jurisdiction. This SaaS Agreement shall be governed by the laws of the State that the Customer is located, excluding its conflict of laws rules. Each Party hereby irrevocably submits to the exclusive jurisdiction of the federal and state Courts within the County of Thurston located in the State of Washington. Any provision of this SaaS Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this SaaS Agreement. Each Party further hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this SaaS Agreement.

This will change based upon who the customer is and where the customer is located.

17.3 Dispute Resolution. Before initiating legal action against the other Party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this SaaS Agreement. To this end, each Party may request that the other Party designate an officer or other management employee with authority to bind such Party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either Party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled.

17.4 Relationship of the Parties. The Parties to this agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this SaaS Agreement.

17.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Julota (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this SaaS Agreement in its entirety (including all SOWs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that, in the case of Customer, the assignment is not to a direct competitor of Julota. In the event that either Party assigns its rights or obligations hereunder, in violation of this Section, either Party may at its election, terminate this SaaS Agreement, provided it does so within sixty (60) days of the date that written notice of the assignment is provided to the non-assigning Party. Subject to the foregoing, this SaaS Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

17.6 Entire Agreement Between Julota and Customer. This SaaS Agreement, including all SOWs, exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral,

concerning its subject matter. No modification, amendment, or waiver of any provision of this SaaS Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this SaaS Agreement and any SOW, exhibit or addendum hereto (including the Business Associate Agreement), the terms of such SOW, exhibit, or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) shall be incorporated into or form any part of this SaaS Agreement, and all such terms or conditions shall be null and void. Further, notwithstanding the foregoing, terms of the SOW that conflict with or are inconsistent with this SaaS Agreement, which conflict with statutory or regulatory requirements will not control or supersede this SaaS Agreement and such terms will be deemed waived.

17.7 Force Majeure. Neither Party shall be in default if its failure to perform any obligation under this SaaS Agreement is caused solely by supervening conditions beyond that Party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third Party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

17.8 No Third-Party Beneficiary Rights. This SaaS Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17.9 Headings. The headings of the sections of this SaaS Agreement are for reference only and shall not modify, define or limit any of the terms or provisions of this SaaS Agreement.

17.10 Severability. If any provision of this SaaS Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.11 Construction. This SaaS Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor or against any Party.

17.12 Counterparts and Signatures. This SaaS Agreement and any SOWs, exhibits, addenda and amendments may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Each Party may execute this SaaS Agreement and any SOWs, exhibits, addenda Exhibit or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the

Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Customer and its affiliates will not dispute the validity or authenticity of electronic signatures submitted to Julota by Customer or its affiliates, nor will Customer or its affiliates dispute the legal authority, validity or authenticity of those who sign with such electronic signatures to bind Customer and its affiliates. Electronic signatures by Customer and its affiliates, as well as signatures by either Party transmitted by facsimile or electronically via PDF or similar file delivery method, shall have the same effect as an original signature.

17.13 Federal Government End Use Provisions. If Customer is a U.S. federal government end user, the Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, these Services are licensed to Customer with only those rights as provided under the terms and conditions of this SaaS Agreement.

Unless the customer is a division of the federal government, 17.13 can be deleted.

Each party hereto, intending to be legally bound hereby, has caused this SaaS Agreement to be executed by its authorized representative with effect from the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By: _____

Name: _____ Date: _____

Title: _____

("Customer")

By: _____

Name: _____ Date: _____

Title: _____

A Covered Entity is one of the following:

A Health Care Provider	A Health Plan	A Health Care Clearinghouse
<p>This includes providers such as:</p> <ul style="list-style-type: none"> • Doctors • Clinics • Psychologists • Dentists • Chiropractors • Nursing Homes • Pharmacies <p>...but only if they transmit any information in an electronic form in connection with a transaction for which HHS has adopted a standard.</p>	<p>This includes:</p> <ul style="list-style-type: none"> • Health insurance companies • HMOs • Company health plans • Government programs that pay for health care, such as Medicare, Medicaid, and the military and veterans health care programs 	<p>This includes entities that process nonstandard health information they receive from another entity into a standard (i.e., standard electronic format or data content), or vice versa.</p>

Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. If a covered entity engages a business associate to help it carry out its health care activities and functions, (e.g., CE contracts with Julota to provide the Julota platform to capture, store and transmit data from it to its partners), the covered entity must have a written business associate contract or other arrangement with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules' requirements to protect the privacy and security of protected health information.

If an entity does not meet the definition of a covered entity or business associate, it does not have to comply with the HIPAA Rules and a Business Associates Agreement is not necessary.

If the organization contracting with Julota is not a Covered Entity, but the SaaS agreement sections 4 and 5 are not sufficient detail to define data sharing, an additional Data Sharing agreement can be established, but must be in alignment with the agreements contained in the SaaS.

For contracts which cover multiple instances of Julota for a variety of legal entities, (such as with WASPC) the "parent" organization (i.e., WASPC) will sign a Contract, including SaaS and BAA. The individual sites will then execute a separate SaaS that includes the SOW defined by the parent contract. The individual sites will need to determine if they are covered entities and need a BAA or, if not a covered entity, then they will need a Data Sharing Agreement. If they also subcontract with a collaborative partner, the collaborative partner may also need to execute a SaaS and possible BAA.

Exhibit D

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") is entered into and effective on November 3rd, 2020 ("Effective Date") by and between TBD ("Covered Entity") and TouchPhrase Development, LLC d/b/a Julota ("Business Associate").

WHEREAS, Covered Entity is subject to the "HIPAA Rules," which for purposes of this Agreement shall include, as each may be amended from time to time, the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended; and

WHEREAS, Business Associate may maintain, transmit, create or receive Protected Health Information, as that term is defined under the HIPAA Rules ("PHI"), of individuals in the course of providing services to Covered Entity. A description of the services that Business Associate will perform for the Covered Entity is set forth in the Software as a Service License Agreement entered into between the parties and effective on the Effective Date (the "SaaS Agreement"). The parties desire to enter into this Agreement to comply with the HIPAA Rules, 42 C.F.R. Part 2, as amended from time to time (the "Part 2 Rule"), and all applicable state privacy and security laws.

THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY, THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI, all references to PHI in this Agreement shall include electronic PHI. "Part 2 Data" means information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both, and/or (b) is subject to the Part 2 Rule. For purposes of this Agreement, "PHI" shall include Part 2 Data.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to comply with the HIPAA Rules, the Part 2 Rule, and state privacy and security laws, to the extent applicable to Business Associate.

(c) Business Associate shall use implement and maintain reasonable and appropriate administrative, technical and physical safeguards to prevent the use or disclosure of the PHI other than as permitted by this Agreement and to comply with the HIPAA Security Rule (Subpart C of 45 CFR Part 164).

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI by Business Associate or any of its Subcontractors in violation of the requirements of this Agreement.

(e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required by 45 CFR 164.410, within ten (10) business days from the date that Business Associate discovers such impermissible use or disclosure. Business Associate shall presume that any impermissible use or disclosure of PHI is a potential Breach and shall not delay in reporting the occurrence thereof to Covered Entity to determine whether a Breach has occurred. Covered Entity shall be responsible for making any and all final risk assessment determinations with respect to potential Breaches of Unsecured PHI, including determining whether there is a "low probability" that any potential Breach compromised the security or privacy of Unsecured PHI.

(f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2) to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from,

or created or received by Business Associate on behalf of Company agrees to the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate with respect to such information.

(g) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to promptly provide access, at the request of Covered Entity, as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524.

(h) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to promptly make any amendment(s) to PHI that the Covered Entity directs as necessary for compliance with 45 CFR 164.526.

(i) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(j) If Business Associate is required to make a disclosure of information because of a legal requirement, it will track such a disclosure and will promptly provide information to Covered Entity that would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(k) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose.

(l) Business Associate agrees to alert Covered Entity of any Security Incident of which it becomes aware.

(m) To the extent Business Associate is to carry out one of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Rules that apply to Covered Entity in the performance of such obligation.

(n) Compliance with the Part 2 Rule. To the extent Business Associate receives Part 2 Data from or on behalf of Covered Entity, Business Associate will use Part 2 Data in compliance with the Part 2 Rule. Further, Business Associate will only use Part 2 Data for the services Business Associate performs for or on behalf of Covered Entity under the SaaS Agreement and for no other purpose, unless such use is permitted by an applicable provision of the Part 2 Rule. Business Associate shall not re-disclose Part 2 Data to any person or entity, unless such re-disclosure is permitted by the Part 2 Rule.

3. Permitted Uses and Disclosures by Business Associate.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as requested by Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person promptly notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI as permitted hereunder.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI, and Business Associate shall implement such restriction.

5. Permissible Requests by Covered Entity

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until termination as set forth below.

(b) Termination. This Agreement may be terminated at any time and for any reason by either party or at such time that Business Associate ceases providing services to Covered Entity. This Agreement will be terminated automatically and without notice upon termination or expiration of the SaaS Agreement. In the event of termination or expiration of this Agreement, to the extent feasible, Business Associate will return to Covered Entity or destroy, and, upon request, provide Covered Entity with a copy of, all PHI received from Covered Entity and in the possession or control of Business Associate or any of its Subcontractors.

(c) Continued Safeguard of Information. Depending on the nature of Business Associate's services to Covered Entity, the parties may mutually agree that immediate return or destruction of the information is infeasible. Under such circumstances, Business Associate will extend the protections of this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed. The Business Associate's obligations to continue to safeguard PHI hereunder shall survive the termination of the Agreement. Any term or provision of this Agreement that, by its nature, is intended to survive the termination of this Agreement, shall survive the termination of this Agreement, including, without limitation, Sections 2(c), (e), and (l), 6(c) and 7 hereof.

7. Miscellaneous

(a) No Third Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Assistance and Cooperation. The parties shall assist and cooperate with each other as necessary for each party to comply with the Breach Notification Rule. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to determine if an impermissible use or disclosure of PHI constitutes a Breach with respect to such PHI, and as Covered Entity requests to notify affected Individuals of such event if so required under the Breach Notification Rule. If Business Associate or any of Business Associate's Subcontractors is responsible for the impermissible use or disclosure of PHI, Business Associate shall provide administrative support and other related resources as may be reasonably necessary to cooperate with and assist Covered Entity, as reasonably requested by Covered Entity, to determine whether such impermissible use or disclosure of PHI constitutes a Breach and shall reimburse Covered Entity for all costs and expenses reasonably incurred by Covered Entity to conduct a Breach analysis.

of the underlying event(s) and, if Covered Entity determines that the impermissible use or disclosure of PHI resulted in a Breach of PHI, all costs and expenses reasonably incurred by Covered Entity to carry out its obligations under the Breach Notification Rule and to remediate the underlying event (such costs and expenses may include, without limitation, administrative, legal and consultant expenses, expenses for postage and supplies, and reasonable credit monitoring services offered to affected individuals). Notwithstanding anything to the contrary, Business Associate's obligations to reimburse Covered Entity pursuant to this Section shall be in addition to, and not in lieu of, any and all other rights available to Covered Entity hereunder, in equity and under applicable law.

(e) State Law. Business Associate and Covered Entity shall comply with any provision or requirement concerning privacy or security of information under any applicable state law or regulation that is more stringent than a similar provision or requirement under the HIPAA Rules, the Part 2 Rule or this Agreement.

(f) Indemnification. To the extent not covered by insurance, Business Associate shall indemnify, defend and hold Covered Entity harmless from any and all third-party claims, fines, losses, liabilities, costs and other expenses, including court costs and reasonable attorneys' fees and disbursements, incurred by, threatened or levied against Covered Entity arising from, out of or in connection with (i) any impermissible use or disclosure of PHI suffered or caused by Business Associate or any of its Subcontractors, and/or (ii) Business Associate's breach or violation of its obligations under this Agreement.

(g) Enforcement. If Business Associate breaches or threatens to breach any provision hereof, Covered Entity shall be entitled to seek any and all relief available at law or in equity as a remedy for such breach or threatened breach, including monetary damages, specific performance or injunctive relief, temporary or permanent, without the necessity of posting bond. If Covered Entity seeks relief pursuant to this Section, Covered Entity shall be entitled to recover from Business Associate all reasonable attorneys' fees and costs incurred by Covered Entity as a result thereof.

(h) Notices. All notices, demands and other communications to be made by either party under this Agreement ("Notice") shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other party at such party's address set forth in the SaaS Agreement or as otherwise provided by a party in accordance herewith. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent by overnight delivery, on the first business day after being sent; and if mailed in accordance herewith, at midnight on the third business day after such Notice is deposited with the U.S. Postal Service.

(i) Entire Agreement. This Agreement supersedes all prior or contemporaneous agreements, written, oral or electronic, between Covered Entity and Business Associate with respect to the subject matter hereof and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.

COVERED ENTITY:

BUSINESS ASSOCIATE:

TBD

TOUCHPHRASE DEVELOPMENT, LLC D/B/A JULOTA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____