

---

# MEMO

APPROVED  
11/4/2024



DATE: October 31, 2024  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Track Trace RX, Inc

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, OK, on behalf of Tulsa County Social Services, and Track Trace RX, Inc for a one-year RX tracking subscription service in the amount of \$900.00, as further described in the attached.

Respectfully submitted for your approval.

MME / llm

SUBMITTED FOR: The November 4, 2024 BOCC meeting agenda.

CMF# 20242056

**SUBSCRIPTION AND LICENSE SERVICE AGREEMENT**

This subscription and services agreement (this "Agreement") is made by and between BSCS TECHNOLOGY, INC., a Florida corporation, d/b/a TRACK TRACE RX, with an address of 1601 Park Center Dr. Unit 10A Orlando, FL 32835 ("TrackTrace Rx"), and Board of County Commissioners of Tulsa County, Oklahoma with a principal place of business at 2401 Charles Page Blvd, Tulsa, OK 74127, AND Tax ID / EIN No. \_\_\_\_\_ ("Customer"). This Agreement shall govern the provision of the Services and shall be effective between BSCS TECHNOLOGY INC and Customer on the latest date signed below ("Effective Date").

**1. DEFINITIONS.**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes hereof, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Application Tools" means those low code software development tools that are made available by TrackTrace RX to Customer as part of the Subscription Services, through which Customer may develop or configure Customer Applications to be used on the Platform.

"Authorized Contractors" means independent contractors, TrackTrace Rxs or subcontractors that assist TrackTrace RX in the delivery of the Services.

"Customer Applications" means all software programs that either (i) Customer develops through the use of the Application Tools to use on the Platform comprising part of the Subscription Services or (ii) are made available by a third party for use by Customer on the Platform. Customer Applications are separate and apart, and do not fall within the meaning of Subscription Services and are subject to any third party terms and conditions applicable thereto.

"Customer Data" means all data and other content uploaded or transmitted by Customer to the Platform through the Subscription Services.

"Deliverable" means any work product, deliverables, programs, interfaces, modifications, configurations, reports, or documentation developed or delivered in the performance of Professional Services.

"Documentation" means TrackTrace RX's product guides and other end user documentation for the Subscription Services available online and through the help feature of the Subscription Services, as may be updated by TrackTrace RX from time to time to reflect the then-current Subscription Services.

"Member(s)" means any trade partner, supplier or end user of TrackTrace RX's customers, and their employees, consultants, contractors, agents or representatives that are provided access to the TrackTrace RX Network as set forth in Section 4.3 hereof.

"New Entity" means any entity acquired by Customer or an entity that acquires Customer in the course of a merger, acquisition, sale of assets or other reorganization.

"Order" or "Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between TrackTrace RX and Customer from

time to time, including any addenda and supplements thereto. Customer Affiliates may purchase Services subject to this Agreement by executing Orders hereunder.

"Platform" means TrackTrace RX's TrackRX, RapidRX, ERPRX, EDI B2B or other cloud platform through which access is provided by TrackTrace RX to the Subscription Services, TrackTrace RX Network and Customer Applications.

"Professional Services" means fee-based migration, implementation, training or consulting services that TrackTrace RX performs as described in an Order or SOW, but excluding Support Services.

"Services" means the Subscription Services and Professional Services that Customer may purchase under an Order or SOW.

"Statement of Work" or "SOW" means a statement of work entered into and executed by the parties describing Professional Services to be provided by TrackTrace RX to Customer.

"Subscription Services" means the software applications, tools, cloud platforms and networks made available by TrackTrace RX to Customer online via the applicable customer logins and/or associated Support Services, as ordered by Customer under an Order, as applicable.

"Support Services" means the level of support services purchased by Customer pursuant to an Order.

"Subscription Term" means the term of Subscription Services purchased by Customer which shall commence on the start date specified in the applicable Order and continue for the subscription term specified therein and any renewals thereof.

"TrackTrace RX Network" means the network of TrackTrace RX's customers and Members, accessed by and through the Subscription Services, through which Customer and Members may communicate and/or share data and information.

"Trial Services" means any TrackTrace RX product, service or functionality that may be made available by TrackTrace RX to Customer to try at Customer's option, at no additional charge, and which is designated as "beta," "test," "trial," "non-GA," "unpaid pilot," "developer preview," "non-production," "evaluation," or by a similar designation.

"Upgrade" means and refers to any version of the software which TrackTrace RX, in its sole discretion, classifies as a significant enhancement or improvement to the software and markets as a distinct software product. This includes, but it's not limited to, software changes that introduce new features,

CMF# 20242056

significantly improve existing features, or alter the software's primary functionality. Upgrades are subject to an additional license fee, separate from the original software license purchase or license agreement. Regular software updates, patches, bug-fixes, or minor enhancements that TrackTrace RX does not market as a separate product, do not constitute an "upgrade" under the terms of this agreement.

**"Intellectual Property Rights"** means all proprietary information, patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, know-how and trade secrets relating to the origin, de-sign, manufacture, programming, operations, function, configuration, or service of the Licensed Product.

**"Delivery Date"** means the date of Customer's receipt of the Licensed Product.

## 2. SUBSCRIPTION SERVICES

**2.1. Provision of Subscription Services.** TrackTrace RX will make the Subscription Services available to Customer and only those Affiliates of Customer specifically identified in the applicable Order Form, all pursuant to this Agreement, the Documentation and the relevant Order Form during the Subscription Term, solely for Customer's internal business purposes. Customer's use of the Subscription Services includes the right to access all functionality available in the Subscription Services during the Subscription Term. So long as TrackTrace RX does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term (i) TrackTrace RX may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use, and (ii) update the Documentation accordingly. Subsequent updates, upgrades, enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. New features, functionality, certain upgrades or enhancements to the Subscription Services may be marketed separately by TrackTrace RX and may require an additional subscription and the payment of additional fees in the event Customer wishes to add such features, functionality or enhancements. TrackTrace RX will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require such additional subscription.

**2.2 Trial Services.** If Customer registers or accepts an invitation for Trial Services, including through TrackTrace RX's website, or executes an Order for the same, TrackTrace RX will make such Trial Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order. Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and TrackTrace RX assumes no liability for any Customer Data that Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors and may be subject to

additional terms. TRIAL SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. TrackTrace RX may, in its sole discretion, discontinue Trial Services at any time.

## 3. SECURITY AND DATA PRIVACY

**3.1. Security and Internal Controls.** In accordance with TrackTrace RX's Security policies, TrackTrace RX shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Subscription Services, and of the Customer Data contained within the Subscription Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, (ii) access and use the Customer Data solely in accordance with the terms of this Agreement. In no event during the Subscription Term shall TrackTrace RX materially diminish the protections provided by the controls set forth in TrackTrace RX's then-current Security policies.

**3.2. Data Privacy.** In performing the Subscription Services, TrackTrace RX will comply with the TrackTrace RX Privacy Policy incorporated herein by reference. The TrackTrace RX Privacy Policy is subject to change at TrackTrace RX's discretion; however, TrackTrace RX policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Subscription Term. Although Customer acknowledges that Customer Data shall not include personal data outside of the work-related data of Customer personnel who use the Services.

**3.3. Compliance with Law.** TrackTrace RX will comply with all laws applicable to the provision of the Subscription Services but not including any laws applicable to the Customer's industry that are not generally applicable to information technology services providers.

## 4. CUSTOMER OBLIGATIONS

**4.1. Responsibilities.** Customer shall (i) access and use the Services in accordance with this Agreement, applicable laws and government regulations and TrackTrace RX's Acceptable Use Policy <https://www.tracktracex.com/privacy-policy/> incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TrackTrace RX promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Customer Applications and the controls used by Customer in accessing the Services. Customer is responsible for its legal and regulatory compliance in its use of any Subscription Services and shall make TrackTrace RX aware of any Customer Data or information processed, stored or transmitted through the Subscription Services for which regulations other than those set forth in the Privacy Policy or Security policies apply. If, in the course of providing Subscription Services, TrackTrace RX agrees in writing to process such Customer Data and Customer has subscribed to any applicable Subscription Services, TrackTrace RX shall process it only as permitted under this Agreement and in compliance with data protection legislation to which

TrackTrace RX is subject as a service provider.

**4.2 Restrictions.** Customer shall not (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services; (b) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services; (c) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services; or (d) disclose any benchmark or performance tests of the Subscription Services.

**4.3 Members.** Customer may identify and authorize certain Members to access Customer Data and certain other data provided by the Services through the TrackTrace RX Network or remove any such Member from access to future data and Services relating to Customer, at Customer's option. Members are required to agree to certain Network Terms of Use with respect to access to data, Services and the TrackTrace RX Network. Such Network Terms of Use are solely an agreement by and between TrackTrace RX and each such Member. Customer acknowledges that TrackTrace RX, at its sole option, may (i) terminate any Member's access to the Services due to a breach of such Network Terms of Use or otherwise, and (ii) modify or amend such Network Terms of Use from time to time, with or without written notice.

## 5. PROFESSIONAL SERVICES

**5.1. Standard Professional Services.** A description of TrackTrace RX's standard Professional Services offerings, including certain onboarding and migration and implementation. Standard Professional Services may be identified in an Order without the need for issuance of an SOW.

**5.2. Other Professional Services.** For any non-standard Professional Services, TrackTrace RX will provide Customer with Professional Services as set forth in the applicable SOW. Each SOW will include, at a minimum (i) a description of the Professional Services and any Deliverable to be delivered to Customer; (ii) the scope of Professional Services; (iii) the schedule for the provision of such Professional Services; and (iv) the applicable fees for such Professional Services, if not specified elsewhere.

**5.3. Change Orders.** Changes to an SOW will require, and shall become effective only when, fully documented in a written change order (each a "Change Order") signed by duly authorized representatives of the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders shall be deemed part of, and subject to, this Agreement.

**5.4. Designated Contact and Cooperation.** Customer will cooperate with TrackTrace RX, will provide TrackTrace RX with accurate and complete information, will provide TrackTrace RX with such assistance and access as TrackTrace RX may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the applicable SOW. Affiliates and its Authorized Contractors may perform certain aspects of the

Services provided that TrackTrace RX remain fully liable for same and responsible for ensuring that any of TrackTrace RX's obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. If applicable, while on Customer premises for Professional Services, TrackTrace RX personnel shall comply with reasonable Customer rules and regulations regarding safety, conduct, and security made known to TrackTrace RX.

## 6. FEES AND PAYMENT

**6.1. Fees.** Customer shall pay all fees specified in each Order and SOW and any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order or Documentation. Except as otherwise specified herein or in an Order or SOW (i) fees are payable in United States dollars, (ii) fees are based on Services purchased, regardless of usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, (iv) all Services shall be deemed accepted upon delivery, and (v) the Subscription Services purchased cannot be decreased during the relevant Subscription Term. (vi) Customer is responsible for the entire subscription price regardless whether TrackTrace RX provides an installment payment plan to customer or not. Customer shall reimburse TrackTrace RX for out-of-pocket expenses incurred by TrackTrace RX in connection with its performance of Services. TrackTrace RX will provide Customer with reasonably detailed invoices for such expenses. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. All fees or amounts due under this Agreement shall be paid in U.S. currency in the form of ACH or a major credit-card (Visa, MC, AMEX, Discover) or bank wire-transfer, DO NOT mail checks as they are not accepted.

**6.2. Invoicing and Payment.** Unless otherwise specified in an Order, fees for Subscription Services specified in an Order will be invoiced annually in advance, variable fees and fees for overages will be calculated and invoiced quarterly in arrears, and, unless otherwise set forth in an SOW, all fees and expenses for standard Professional Services as described in Section 5.1 shall be invoiced in advance, and all fees and expenses for non-standard Professional Services as described in 5.2 will be invoiced yearly in arrears on a time and materials basis. Except as otherwise stated in the applicable Order or SOW, Customer agrees to pay all invoiced amounts and all bank and other financial fees imposed by sending and receiving institutions within ten (10) days of invoice date. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (i) TrackTrace RX reserves the right to suspend the Subscription Services upon thirty (30) days notice, until such amounts are paid in full, (ii) TrackTrace RX will have the right to charge interest at a rate equal to the lesser of one percent (1%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due.

**6.3. Taxes.** Fees for Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Unless Customer provides a valid, signed certificate or letter of exemption for each respective jurisdiction of its tax-exempt

status. If TrackTrace RX is required to directly pay or collect Taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse TrackTrace RX for any amounts paid by TrackTrace RX.

**6.4. Late Payments.** All fees and amounts due to TrackTrace RX and not paid within ten (10) days after the date such amounts are due and payable, shall bear interest at the lesser of ten percent (10%) fine plus interest of 1% per month or the maximum rate of interest allowable by law. TrackTrace RX reserves the right to refer Customer's billing account to a third party for collection in the event of non-payment. **Customer agrees that its obligation to make all payments due hereunder shall be absolute and unconditional, and shall not be subject to abatement, reduction, set-off, defense or counterclaim whatsoever.** Customer acknowledges that certain TrackTrace RX's products contain functionality which allows TrackTrace RX to suspend use of the product by Customer in the event of any default of this Agreement. If Customer is in default of this Agreement, TrackTrace RX reserves the right to suspend access/delivery of any product, product support and/or portal communication capabilities and to remotely suspend use of the product by Customer. **Additionally, if Portal is suspended for non-payment or any default, a portal reconnection fee of \$500.00 per instance shall be charged to customer prior to portal be reconnected.**

## 7. PROPRIETARY RIGHTS

**7.1. Subscription Services.** Except for the rights expressly granted under this Agreement, TrackTrace RX and its TrackTrace Rxs retain all right, title and interest in and to the Subscription Services and Documentation, including all related intellectual property rights therein. TrackTrace RX reserves all rights in and to the Subscription Services and Documentation not expressly granted to Customer under this Agreement. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary notices of TrackTrace RX.

**7.2. Customer Data.** As between Customer and TrackTrace RX, Customer is and will remain the sole and exclusive owner of all right, title and interest to all Customer Data, including any intellectual property rights therein, Customer Applications or TrackTrace RX Network prior to termination or expiration of the Agreement. Customer hereby grants TrackTrace RX, its Affiliates and applicable Authorized Contractors all rights to host, use, modify, process, store, display and transmit Customer Data solely in accordance with this Agreement.

**7.3. Deliverables.** Excluding any property that constitutes Outside Property and/or TrackTrace RX license software/products, any Deliverables shall be the sole property of Customer upon Customer's payment in full of all associated Professional Services fees. TrackTrace RX shall execute and, at Customer's written request, require its personnel to execute any document that may be necessary or desirable to establish or perfect Customer's rights to the ownership of such Deliverables. For purposes of this Agreement, "**Outside Property**" means any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user-interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that TrackTrace RX possesses or owns prior to the commencement of Professional Services

or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property. Outside Property shall also include any enhancements, modifications or derivatives made by TrackTrace RX to the Outside Property while performing Professional Services hereunder, and any software, modules, routines or algorithms which are developed by TrackTrace RX during the term in providing the Professional Services to Customer, provided such software, modules, routines or algorithms have general application to work performed by TrackTrace RX for its other customers and do not include any content that is specific to Customer or which, directly or indirectly, incorporate or disclose Customer's Confidential Information.

**7.4. Outside Property License.** To the extent that TrackTrace RX incorporates any Outside Property (third party software) into any Deliverables, then TrackTrace RX hereby grants Customer a limited, royalty-free, non-exclusive, non-transferable (subject to Section 14.11), without right to sublicense, license to use such Outside Property delivered to Customer solely as necessary for and in conjunction with Customer's use of the Deliverables.

## 8. CONFIDENTIALITY

**8.1. Definition of Confidential Information.** "**Confidential Information**" means all confidential or proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or reasonably should be understood to be confidential given the nature of information and the circumstances of disclosure. Without limiting the coverage of these confidentiality obligations, the parties acknowledge and agree that Confidential Information of each party shall include the terms and conditions of this Agreement (including pricing and other terms set forth in all Order Forms and/or SOWs hereunder), related benchmark or similar test results, other technology and technical information, security information, security audit reports, and business and marketing plans, pricing information, coding source, processes and any information marked "confidential" and/or "proprietary" except that TrackTrace RX may reference and use Customer's name, logos and the nature of the Services provided hereunder in TrackTrace RX's business development and marketing efforts.

**8.2. Exceptions.** Confidential Information shall not include information that (i) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party, (iii) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to Disclosing Party, or (iv) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

**8.3. Protection of Confidential Information.** The Receiving Party shall use the same degree of care used to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and, except with Disclosing Party's written consent, shall (i) not use any Confidential Information of Disclosing Party for any purpose



outside the scope of this Agreement and (ii) limit access to Confidential Information of Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have a duty or obligation of confidentiality no less stringent than that set forth herein. Such obligations shall continue for a period of three (3) years after termination or expiration of this Agreement, provided that the confidentiality obligations relating to trade secrets shall continue for so long as a party protects such trade secret as a trade secret under applicable law.

**8.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party (i) provides prompt written notice to the extent legally permitted, (ii) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure, and (iii) limits disclosure to that required by law, regulation or legal process.

## 9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

**9.1. TrackTrace RX Representations & Warranties.** TrackTrace RX represents and warrants that (i) TrackTrace RX has the legal authority to enter into this Agreement, (ii) the Subscription Services will materially conform with the relevant Documentation, (iii) absent a change to applicable law or regulation, the functionality and security of the Subscription Services will not be materially decreased during a Subscription Term, and (iv) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards. (v) TrackTrace RX will not be liable for non-conformance issues directly resulting from outside trading partner integrations not under the direct control of TrackTrace RX.

**9.2. Remedies.** For any failure of any Subscription Services or Professional Services, as applicable, to conform to their respective warranties, TrackTrace RX's liability and Customer's sole and exclusive remedy shall be for TrackTrace RX, in the case of a breach of the warranty set forth in Section 9.1 (ii), (iii), and/or (iv), to use commercially reasonable efforts to correct such failure; or, in the case of a breach of the warranty set forth in Section 9.1 (iv) to re-perform the affected Professional Services. If the foregoing remedies are not commercially practicable, TrackTrace RX may, in its sole discretion, terminate the applicable Order or SOW upon providing Customer with written notice thereof, and, as Customer's sole and exclusive remedy, refund to Customer (a) in the case of breach of the warranty set forth in Section 9.1(ii) or (iii), any Subscription Services fees paid by Customer with respect to the unexpired portion of the current Subscription Term for the non-conforming Subscription Services; or (b) in the case of breach of the warranty set forth in Section 9.1(iv), any fees paid by Customer for the portion of Professional Services giving rise to the breach.

**9.3. Customer Representations & Warranties.** Customer represents and warrants that (i) it has the legal authority to enter into this Agreement, and (ii) it will use the Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

**9.4. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRACKTRACE RX MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND TRACKTRACE RX HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## 10. MUTUAL INDEMNIFICATION

**10.1. Indemnification by TrackTrace RX.** TrackTrace RX shall indemnify, defend and hold Customer harmless from and against any judgments, settlements and costs directly resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Subscription Services hereunder infringes or misappropriates the valid intellectual property rights of a third party (a "Claim Against Customer"); provided that Customer (a) promptly gives TrackTrace RX written notice of the Claim Against Customer; (b) gives TrackTrace RX sole control of the defense and settlement of the Claim Against Customer (provided that TrackTrace RX may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to TrackTrace RX all reasonable assistance, at TrackTrace RX's expense. In the event of a Claim Against Customer, or if TrackTrace RX reasonably believes the Subscription Services may infringe or misappropriate, TrackTrace RX may in TrackTrace RX's sole discretion and at no cost to Customer (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching TrackTrace RX's warranties hereunder, (ii) obtain a license for Customer's continued use of Subscription Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Subscription Services and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination. Notwithstanding the foregoing, TrackTrace RX shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim Against Customer to the extent it arises from (i) Customer Data or Customer Application, (ii) use by Customer after notice by TrackTrace RX to discontinue use of all or a portion of the Subscription Services, (iii) use of Services by Customer in combination with equipment or software not supplied by TrackTrace RX where the Service itself would not be infringing, (iv) or Customer's breach of this Agreement.

**10.2. Exclusive Remedy.** This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 11. LIMITATION OF LIABILITY

**11.1. Limitation of Liability.** OTHER THAN EACH PARTY'S OBLIGATIONS SET FORTH IN SECTION 10 (MUTUAL INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE

AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THOSE SERVICES GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER FORM AND/OR SOW IN THE 12 MONTHS PRECEDING THE APPLICABLE INCIDENT.

**11.2. Exclusion of Consequential and Related Damages.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 12. TERM AND TERMINATION

**12.1. Term of Agreement.** This Agreement commences on the Effective Date for a period of 12 months ("initial term") and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 12.3 or upon the expiration of the last Subscription Term or renewal thereof.

**12.2. Renewal of Subscription Services.** The parties may renew this agreement via a mutually executed writing.

**12.3. Termination.** Customer may terminate this Agreement (or, at such party's option, the individual Order Forms or SOWs affected by the applicable breach), for cause (i) upon **30 days written notice** to TrackTrace RX of a material breach if such breach remains uncured at the expiration of 60-day period. Written notice must be sent on Customer's company letterhead and must identify affected specific issue(s) from individual Order Forms or SOWs in detail and TrackTrace RX failed (uncured) obligations that constitute the material breach in the case. TrackTrace RX's material obligations excludes internet provider downtime, or external third-parties' delays. Written notice must be sent to Tracktrace RX via either USPS certified mail or any delivery service provider with tracking information/confirmation (i.e. Fedex, UPS, DHL, etc) (ii) automatically if the other party becomes the subject of a petition in bankruptcy court or other legal proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination of an Order or SOW for cause by Customer, TrackTrace RX shall release the Customer from any further obligations under the Agreement from the effective date of termination. In such cases, no refunds shall be provided for any fees already paid by the Customer, and TrackTrace RX shall not be obligated to deliver any services beyond the effective date of termination. Upon termination of an Order or SOW for cause by TrackTrace RX, there shall be no refund and all amounts owed by Customer thereunder, including for the remaining Subscription Term, shall become immediately due and payable. In no event shall any termination relieve Customer of the obligation to pay all fees payable to TrackTrace RX for the period prior to the effective date of termination, (iii) by providing TrackTrace RX written notice of non-renewal sixty (60) days prior to renewal date of the Agreement. (iv) Customer shall be responsible and liable for the cost of the full subscription term and/or the remainder of the subscription term thereunder if Customer dissolves and/or terminates its business operations without providing Tracktrace RX a copy of the formal corporate dissolution

documents stamped by the Division of Corporations of the State where Customer's entity is/was registered. In the event Customer terminates this Agreement without cause, there shall be no refund and all amounts owed by Customer thereunder, including for the remaining Subscription Term, shall become immediately due and payable.

### Customer's initials

**12.4. Data Portability and Deletion.** Upon the termination or expiration of this Agreement or the applicable Order, Customer shall immediately cease any and all use of the Subscription Services. Upon request made by Customer within 30 days of termination or expiration of the Subscription Services, TrackTrace RX will make Customer Data available to Customer for export or download as provided in the Documentation. TrackTrace RX has no obligation to retain the Customer Data for Customer purposes after this 30 day post termination period.

**12.5. Survival.** Section 7, 8, 9.4, 10, 11, 12, 13 and 14 and any other rights and obligations of the parties hereunder that by their nature are reasonably intended to survive termination or expiration, shall survive any termination or expiration of this Agreement.

## 13. NOTICES, GOVERNING LAW AND JURISDICTION

**13.1. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all legal notices of default, breach or termination ("**Legal Notices**") hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery, (ii) the fifth business day after being sent by certified mail return receipt requested, or (iii) the first business day after sending by a generally recognized international guaranteed overnight delivery service. Each party shall send all Legal Notices to the other party at the address set forth in the applicable Order Form or SOW, as such party may update such information from time to time, with, in the case of notices sent by Customer, a copy sent to the TrackTrace RX Legal Department at the address first set forth above. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer on the applicable Order.

**13.2. Governing Law and Jurisdiction.** If Customer is entering into this Agreement from the UK or an European Union member country, then this Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. If Customer is entering into this Agreement from U.A.E., then this Agreement is governed by the laws of DIFC – Dubai and subject to the exclusive jurisdiction of the courts of DIFC - Dubai. Otherwise, this Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Oklahoma in Tulsa County or the United States District Court, Northern District of Oklahoma. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Notwithstanding the foregoing, the parties acknowledge that

any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such party's or third party's intellectual property rights might cause the other party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to the Agreement.

**13.3. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action.

#### 14. GENERAL PROVISIONS

**14.1. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. If a party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party.

**14.2. Federal Government End Use Provisions (only applicable for the U.S.).** If the Services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Services, or any related documentation of any kind, including technical data, manuals or TrackTrace RX Property is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995), as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the software and Services with only those rights set forth in this Agreement and any amendment hereto.

**14.3. Subscription Service Analyses.** TrackTrace RX may (i) compile statistical and other information related to the performance, operation and use of the Subscription Services, and (ii) use, and share data from the Subscription Services for security, product and operations management, to create statistical analyses and other derived data, for research and product development purposes (clauses i and ii are collectively referred to as "Subscription Service Analyses"). Subscription Service Analyses and resulting products and services will not incorporate any information, including Customer Data, in a form that could serve to identify Customer or an individual. TrackTrace RX retains all intellectual property rights in Subscription Service Analyses.

**14.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**14.5. Non-Solicitation.** Customer agrees that during the term of each Order Form and/or SOW and for twenty-four (24) months thereafter, it will not recruit or otherwise solicit for

employment any person employed by TrackTrace RX who participated in the performance of Services under the applicable Order Form and/or SOW. Nothing in this clause shall be construed to prohibit individual TrackTrace RX employees from responding to public employment advertisements, postings or job fairs of Customer, provided such response is not prompted by Customer intentionally circumventing the restrictions of this Section.

**14.6. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**14.7. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**14.8. Force Majeure.** Other than for payment obligations hereunder, neither party shall be liable under this Agreement for delays or failures to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than thirty (30) calendar days, then either party may terminate the Agreement upon written notice to the other party.

**14.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**14.10. Assignment.** Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party, provided, however, that TrackTrace RX's consent shall be required to the extent any such assignment includes a New Entity by which use of the Services will increase by ten percent (10%) or more as compared to use of the Services by Customer immediately prior to the combination and provided further that, if both parties to a combination are customers of TrackTrace RX, all fees under both such agreements shall be due and payable in accordance with those agreements regardless of the combination. Notwithstanding anything herein to the contrary, if Customer acquires or is acquired by a third party that is not an affiliate of the Customer which combination does not require consent hereunder and results in a greater than ten percent (10%) increase in the Services that existed just prior to the combination, the parties agree to negotiate in good faith revised pricing to reflect the increase in



Services. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. TrackTrace RX, at its sole option and without the consent of Customer, may assign its rights with respect to monies due or becoming due.

**14.11. Use of Customer's Name and Logo.** Customer hereby grants TrackTrace RX the right to use Customer's name and logo on its website indicating that Customer is a customer of TrackTrace RX. Customer agrees to participate in a press release with TrackTrace RX, and Customer shall have the opportunity to review and approve any such press release prior to its release. Any such use of Customer's name or logo shall be subject to the terms of the Agreement, and any trademark usage guidelines that Customer may provide to TrackTrace RX.

**14.12. Subject/Headings.** The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference only and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.

**14.13. Form.** Where the context so admits, words and expressions appearing in the singular in this Agreement may be interpreted in the plural, and vice versa.

**14.14. Modification or Amendment.** No modification to, amendment of, or other change in this Agreement shall be binding on either Party unless it is in writing and signed by authorized representatives of both Parties.

**14.15. Force Majeure.** Neither Party shall be liable to the other by reason of any failure of performance hereunder (except obligations to pay) if such failure arises out of causes beyond such Party's reasonable control, despite the reasonable efforts,

and without the fault or negligence of such Party. A Party experiencing such an event shall give as prompt notice as possible under the circumstances.

**14.16. Fees and Expenses.** If either Party institutes an action to enforce this Agreement or any of its terms, the prevailing Party shall also be entitled to recover all of its costs, expenses and reasonable attorneys' fees.


**14.17. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

**14.18. Authority to Contract.** Each Party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.


**14.19. Entire Agreement.** This Agreement constitutes the entire agreement between the parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning or relating to the same. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions of this Agreement, the Documentation, any Order Form or SOW, the terms of such Order Form or SOW shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a PO, payment system, other order documentation or otherwise (excluding Order Forms and/or SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last set forth below.

**TRACKTRACERX**

By:   
Name: Christian Souza  
Title: Vice President

**BOARD OF COUNTY COMISSIONERS OF TULSA COUNTY, OKLAHOMA**


By:   
Name: Stan Sallee  
Title: Chairman

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

Attest:   
Michael Willis, County Clerk



**EXHIBIT - A**

| <b>BASIC SETUP &amp; SUBSCRIPTION SERVICES TRACKTRACERX</b> |  |  |
|---|--|--|
|   | <b>Set-up</b>  |  |
|   | Users  | Unlimited  |
|   | Set-up fee   | \$0.00   |
|   | Pre- Deploy Remote Training Sessions (Included)                      | Included   |
|   | TracktraceRx 2 Portal - Serialization Services - 1 Organization      | Included   |
|   | RapidRX Device Software and Licenses - 1 Organization                | 1  |
|   | TracktraceRx 2 Portal Set-up. (Lot Tracking, Serialization tracking) | Included   |
|   | RapidRx Portal Set-up  | Included   |
|   | Total One Time Charge  | \$0.00   |
|   | <b>Recurring Charges</b>   |  |
|   | Yearly Charge  | \$900.00   |
|   | Pharmaceutical Rx Medicine Products Tracking.                        | Included   |
|   | EDI B2B -10 Trading Partner Integrations - 10 Formats                | Included   |
|   | RapidRx Version  | iOS, and other supported devices (e.g. Android) when released. |
|   | RapidRx Lot Level  | Included   |
|   | RapidRx Serialization  | Included   |
|   | RapidRx VRS Services   | Not Included   |

|  |  |              |
|--|--|--------------|
|  | Tech Support (Email, in APP, gotomeeting)  | Unlimited    |
|  | Iphone or Ipad Hardware  | NOT-INCLUDED |
|  | Integration API Access (*Third party solution provider required) TrackTraceRx will modify or extend its application API as necessary to Allow Customer's third party developer to integrate the TracktraceRx application suite with Customer's Enterprise application. | Not Included |
|  | VRS Services   | Not Included |
|  | VRS Integration to TTRX Portal and RapidRX   | Not Included |
|  | Each Training session runs for moe than 2and less than 4 hours, depending on group performance. Training can start AFTER initial set-up.   |              |
|  | Data must be provided in excel format following the TrackTraceRx's template subject to technical viability.  |              |

| PAYMENT TYPE      | Year 1                               |
|-------------------|--------------------------------------|
| <b>SETUP FEE</b>  | <b>\$0.00</b>                        |
| <b>YEARLY FEE</b> | <b>\$900.00</b>                      |
|                   |                                      |
|                   | <b>Travel expenses NOT included.</b> |
|                   | <b>Estimate Travel Cost: \$0.00</b>  |

**SCHEDULE - A**

**FEE SCHEDULE**

Payment due is \$0.00 one-time fee due immediately and the first yearly payment of \$900.00 is due upon acceptance.

**SCHEDULE - B**

**"SOW" - STATEMENT OF WORK**

**TRACKTRACE RX - Portal**

TrackTrace Rx shall setup a TrackTraceRx Portal, where Customer will create, manage, and edit Transactional data. The Transactional data will include all necessary information to comply with the tracing requirements of the DSCSA.

The TrackTraceRx Portal will support the following features: The TrackTraceRx Portal will allow TrackTrace Rx to create, manage, and edit Transactional data based on Lot & Serialization traceability information as required by the DSCSA.

The TrackTraceRx Portal will manage Transactional data exceptions as required by the DSCSA.

The TrackTraceRx Portal will support electronic interchange capabilities such as EDI 856 & EPCIS transactions with serialization information.

The TrackTraceRx Portal will store 6 years of transactional data in compliance with DSCSA requirements .

The TrackTraceRx Portal will provide portal access for Customer Group or designee staff, clients, and suppliers supporting multiple locations.



The TrackTraceRx Portal will provide downloadable transaction data in a CSV format.

The TrackTraceRx Portal will have an open API.

#### **RAPIDRX MOBILE EDGE SOLUTION**

TrackTrace Rx shall setup a RapidRx instance app, where Customer will create, manage, and edit Transactional data. The Transactional data will include all necessary information to comply with the tracing requirements of the DSCSA (Drug Quality Security Act) section 202

The RapidRx app will support the following features: The RapidRx app will allow TrackTrace Rx to create, manage, and edit Transactional data based on Serialization & LOT traceability information as required by the DSCSA.

The RapidRx app will manage Transactional data exceptions in compliance with DSCSA requirements.

The RapidRx app will support electronic interchange capabilities such as EDI 856 & EPCIS transactions with serialization information.

The RapidRx app will store 6 years of transactional data in compliance with DSCSA requirements..

The RapidRx app will provide app access for Customer Group or designee staff.

The RapidRx app will have an open API.

#### **Implementation/Configuration TrackTraceRx 2 Portal**

##### **PHASE 1 : Perform Assessment of Requirements**

TrackTrace Rx will perform an assessment of any specific Customer work flow and look at any SOP provided. After collecting any special requirements, TrackTrace Rx will finalize any

changes to the project plan.

#### PHASE 2 : Portal Setup and Trading Partner Integration

TrackTrace Rx will provide Customer with following excel templates:

1. Trading Partner Import - This template will have the necessary data to import the suppliers and customer trading partners into the TrackTraceRx Portal.
2. Multi-Location - This template will collect the different company wide locations and user credentials and access per location. If Multi-Location is not required then a single location will be setup instead.
3. Customer logo - A PNG or GIF with a transparent background, with at least a 400x400 pixels. An optional squared or horizontal format would suffice.
4. Serialization Setup - A list of trading partners that would be needed to integrate via EPCIS and their contact information.
5. EPCIS Integration - TrackTrace Rx will perform the initial contact to Customer's trading partners to integrate via EPCIS. TrackTrace Rx will not be responsible if trading partner refuses to connect. It will be Customer's responsibility to perform follow-up requests with trading partners to request EPCIS integration.

#### PHASE 3

Customer will receive fully functional app access by TrackTrace Rx. Phase 3 ends with TrackTrace Rx providing access to the RapidRx fully functional app.

Fully functional RapidRx app will include app setup. RapidRx app integration with TrackTraceRx portal, locations created and staff account access. Training and integration is excluded. Once these items are up the RapidRx app is fully functional, the billing cycle will start.

#### **Implementation/Configuration TrackTraceRx 2 Portal**

##### PHASE 1 : Perform Assessment of Requirements

TrackTrace Rx will perform an assessment of any specific Customer work flow and look at any SOP provided. After collecting any special requirements, TrackTrace Rx will finalize any

changes to the project plan.

## PHASE 2 : Portal Setup and Trading Partner Integration

TrackTrace Rx will provide Customer with following excel templates:

1. Trading Partner Import - This template will have the necessary data to import the suppliers and customer trading partners into the TrackTraceRx Portal.
2. Multi-Location - This template will collect the different company wide locations and user credentials and access per location. If Multi-Location is not required then a single location will be setup instead.
3. Customer logo - A PNG or GIF with a transparent background, with at least a 400x400 pixels. An optional squared or horizontal format would suffice.
4. Serialization Setup - A list of trading partners that would be needed to integrate via EPCIS and their contact information.
5. EPCIS Integration - TrackTrace Rx will perform the initial contact to Customer's trading partners to integrate via EPCIS. TrackTrace Rx will not be responsible if trading partner refuses to connect. It will be Customer's responsibility to perform follow-up requests with trading partners to request EPCIS integration.

## PHASE 3

Customer will receive fully functional portal by TrackTrace Rx. Phase 3 ends with TrackTrace Rx providing access to the TrackTraceRx fully functional portal.

Fully functional portal will include both production and training portal setup. Locations created and staff account access. Training and Serialization integration is excluded. Once portal is fully functional, the billing cycle will start.

## SCHEDULE - C

### Support Inquiries or Questions:

Any questions regarding features, or use of applications within the Hosted Solution have a response time of 8 hours.

Support Procedure. TrackTrace Rx will use its best efforts to promptly log, research and resolve Errors in the Licensed Product by providing a reasonable workaround, installing an Update or creating a specific action plan for resolution. Once an Error has been identified by either Customer or TrackTrace Rx, Customer shall classify the Error in accordance with the Deviation Description and attendant priority set forth in the table below. TrackTrace Rx will use reasonable commercial efforts to respond to and resolve the Error and to communicate with Customer about the Error, via telephone and email, according to the progress update scheduled below:

| Priority | Deviation Description   | Response Time   | Resolution Time | Progress Updates Every |
|----------|---|-----------------|-----------------|------------------------|
| 1        | <u>Fatal</u> : Production Environment Impact – no useful work can be done due to Hosted Solution unplanned downtime.  | 1 hour          | 1 day           | 1 hour                 |
| 2        | <u>Severe Impact</u> : Test, Training or Development System Down; Production Environment may be generally available but one or more applications within the Hosted Solution are not available or functioning properly; Errors, which result in a lack of application functionality or cause intermittent Hosted Solution failure. | 2 hours         | 1 day           | 2 hours                |
| 3        | <u>Technical Query</u> : Question regarding error causing malfunction of non-critical functions or applications within the Hosted Solution.   | 1 business day  | 1 week          | 4 hours                |
| 4        | <u>Collaborative</u> : Requests for new or additional Products and Services   | 3 business days | 1 week          | 2 days                 |

**Hours of Support:**

8:00 AM - 6:00 PM - EST- Phone and E-mail Support

9:00 AM - 5:00 PM - EST - In App Support

**After Hours Support:**

Support Desk - Phone and E-Mail Support. One (1) hour turn around support.

END OF PAGE



[ INTENTIONALLY LEFT IN BLANK ]