Master Agreement for Services

This Master Agreement for Services, consisting of this document, the attached Service Agreement(s), and any other documents listed below (collectively, the "**Agreement**"), is made and entered into by Bitfocus, Inc. ("Bitfocus"), a Nevada corporation with a primary mailing address of 5940 S Rainbow Blvd Ste 400 #60866 Las Vegas, Nevada 89118-2507; and [Customer Name] ("[company.FamiliarName]", "**Customer**"), with principal offices at [company.address].

This Agreement governs transactions by which [company.FamiliarName] acquires services from Bitfocus and is effective as of, [DATE] (the "Effective Date").

Background

Bitfocus owns and operates Clarity Human Services, a Software as a Service (SaaS) application (the "ClarityHS Service") and provides related professional services. [company.FamiliarName"] requires services like those offered by Bitfocus and wishes to use the ClarityHS Service or related professional services. These services are collectively described in the attached Service Agreement(s) (the "Services"). Bitfocus wishes to provide these Services.

Together, Bitfocus and [company.FamiliarName] have agreed to the terms and conditions of this Agreement.

Definitions

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that Bitfocus may deliver to [company.FamiliarName] as part of a Service. The term "Materials" does not include licensed products available under separate license agreements.

Service is the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as an access to a web application) Bitfocus makes available to [company.FamiliarName].

Agreement Structure

The Agreement consists of this document and Attachments called "Service Agreements" or "Forms" that contain additional terms for Services. Each Service Agreement and Form is made a part of the Agreement by this reference.

Initial Service Agreements include:

- **Attachment A:** ClarityHS SaaS Service Agreement
- **Attachment B:** ClarityHS Implementation Service Agreement
- **Attachment C:** ClarityHS Data Migration Service Agreement

A Service becomes subject to this Agreement when Bitfocus accepts the work order by (1) sending [company.FamiliarName] an invoice, (2) executing a Service Agreement with [company.FamiliarName] , or (3) providing the Service.

SHSM accepts the terms in Attachments by (1) signing them; (2) using the Service or allowing others to do so; or (3) making any payment for the Service.

Should document terms conflict, Attachment terms prevail over those of this Agreement.

General Terms

In consideration of this and the terms and representations contained in this Agreement, Bitfocus and [company.FamiliarName] mutually agree to the following:

1. The Services
   1.1. Services Agreement
      1.1.1. This Agreement sets forth the terms and conditions under which Bitfocus agrees to provide the Services described in the Service Agreement(s). The Service Agreement(s) may be amended at a later date with the signed written agreement of both Bitfocus and [company.FamiliarName]. This Agreement and the applicable Service Agreement(s) shall remain in effect until terminated as provided herein.
   1.2. Authorized Users
      1.2.1. [company.FamiliarName] agrees to abide by the terms and conditions in the attached Service Agreement and Budget and Fee Schedule regarding authorized use of the Services. Unless the attached Service Agreement explicitly specifies otherwise, [company.FamiliarName] is solely responsible for all user identification and password change management.
   1.3. Operational Control
      1.3.1. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Bitfocus.
   1.4. Time of Performance
      1.4.1. For the term of the applicable Service Agreement, Bitfocus will provide the Services in accordance with the applicable Service Levels described in the Service Agreement.
   1.5. Non-Exclusivity
      1.5.1. Nothing herein shall be deemed to preclude either Bitfocus or [company.FamiliarName] is from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the other party.
2. Term and Termination
   2.1. Term
      2.1.1. Unless this Agreement or a Service Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of a Service Agreement (the "Initial Term") starts on the Effective Date and continues for three years (36 months), thereafter.
      2.1.2. Following the Initial Term, a Service Agreement will renew for successive one-year terms, (each, a "Renewal Term") until [company.FamiliarName] provides Bitfocus with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.
      2.1.3. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
   2.2. Termination for Cause
      2.2.1. If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or a Service Agreement.

2.3. Payments Upon Termination

    2.3.1. Upon the expiration or termination of this Agreement or a Service Agreement for any reason, [company.FamiliarName] shall pay to Bitfocus all amounts due and payable hereunder.

2.4. Return of Materials

    2.4.1. Upon expiration or earlier termination of this Agreement or a Service Agreement, each party shall: certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises.

    2.4.2. A copy of [company.FamiliarName] Data will be provided to [company.FamiliarName] upon written request. The first copy will be delivered electronically without charge. Additional copies, or copies delivered on physical media, will be provided for a fee of $500 per copy plus applicable delivery charges.

    2.4.3. The parties agree to work in good faith to execute the preceding in a timely and efficient manner.

2.5. Survivability

    2.5.1. This Section shall survive the termination of this Agreement.

3. Service Levels

3.1. Service Levels Reviews

    3.1.1. Bitfocus and [company.FamiliarName] will meet as often as shall be reasonably requested by [company.FamiliarName], but no more than quarterly, to review the performance of Bitfocus as it relates to the Service Levels further described in Service Agreement. A Meeting shall be deemed Virtual unless otherwise requested by [company.FamiliarName] and approved by Bitfocus at [company.FamiliarName]'s sole expense.

3.2. Failure to Meet Service Levels

    3.2.1. As further described in Service Agreement, in the event Bitfocus does not meet any of the requisite Service Levels, Bitfocus shall: (a) reduce the applicable monthly invoice to [company.FamiliarName] by the amount applicable; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Bitfocus will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

4. Shared Resources

4.1. In accordance with the terms set forth in the Service Agreement, each party shall provide certain resources ([company.FamiliarName] Resources and Bitfocus Resources, as the case may be) to the other party as [company.FamiliarName] and Bitfocus may mutually deem necessary to perform the Services. These resources shall be returned upon termination of the Service Agreement.

5. Representations and Warranties

5.1. Mutual Representations and Warranties

    5.1.1. Both [company.FamiliarName] and Bitfocus represent and warrant that:

        5.1.1.1. it is a business duly incorporated, 501(c)(3) non-profit or government entity validly existing, and in good standing under the laws of its state of incorporation;

        5.1.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

        5.1.1.3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

        5.1.1.4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

5.1.1.5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

5.1.1.6. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

6. Non-Disclosure of Personal Information

6.1. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

6.2. Meaning of Confidential Information

6.2.1. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of [company.FamiliarName], whether marked "Confidential" or not, consists of [company.FamiliarName] information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, [company.FamiliarName] , supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or and services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

6.3. Obligation of Confidentiality

6.3.1. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

6.4. Remedies for Breach of Obligation of Confidentiality

6.4.1. Both [company.FamiliarName] and Bitfocus acknowledge that breach of the other party's obligation of confidentiality may give rise to irreparable injury to the Disclosing party and its clients and/or customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to the any other legal remedies which may be available, to include, at the sole election of the Disclosing party, the immediate termination of this Agreement in whole or in part.

6.5. Survivability

6.5.1. The provisions of this Section shall survive the termination of this Agreement.

7. Property Rights

    7.1. Pre-existing Materials

        7.1.1. [company.FamiliarName] acknowledges that, in the course of performing the Services, Bitfocus may use software and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Bitfocus.

    7.2. Customer Data

        7.2.1. SHSM's information, or any derivatives thereof, contained in any Bitfocus repository (the "[company.FamiliarName] Data," which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of [company.FamiliarName]. [company.FamiliarName] shall be entitled to an export of [company.FamiliarName] Data, upon the request of [company.FamiliarName] and upon termination of this Agreement or a Service Agreement. Bitfocus is provided a license to [company.FamiliarName] Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display [company.FamiliarName] Data only to the extent necessary in the provisioning of the Services.

    7.3. No License

        7.3.1. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or [company.FamiliarName] Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or [company.FamiliarName] Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or [company.FamiliarName] Data.

    7.4. Intellectual Property Rights

        7.4.1. Bitfocus, as owner/operator of Clarity Human Services shall and does own all titles, rights and interests in all Work Products created by Bitfocus and its subcontractors (collectively "Contractors") and used to provide services to [company.FamiliarName] under this Agreement. Work products commissioned by Bitfocus for use by [company.FamiliarName] shall remain the sole ownership of the Bitfocus.

        7.4.2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawing and sketches, computer programs, software, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

        7.4.3. Bitfocus retains full ownership of, and reserves all rights to, all software and other Work Products developed under this agreement. [company.FamiliarName] agrees to transfer any surviving ownership claims to the service, underlying software or Work Product in their entirety to Bitfocus upon termination of this contract.

    7.5. Use of Work Products

        7.5.1. [company.FamiliarName] acknowledges that, in the course of performing services, Bitfocus may use publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, marks, logos, graphic designs, notes and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Work Products") and that same shall remain the sole and exclusive property of Bitfocus.

        7.5.2. [company.FamiliarName] 's information, or any derivatives thereof, contained in any Bitfocus repository (the "[company.FamiliarName] data", which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of

[company.FamiliarName] . Bitfocus is provided a license to [company.FamiliarName] data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display [company.FamiliarName] data only to the extent necessary in the provisioning of the Services.

7.5.3. [company.FamiliarName] shall not dispute or contest, directly or indirectly, the Bitfocus' exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. [company.FamiliarName] hereby assigns, and if later required by the Bitfocus, shall assign to Bitfocus all titles, rights, and interests in all Work Products. [company.FamiliarName] shall cooperate and cause subcontractors to cooperate in perfecting Bitfocus' titles, rights, or interests in any Work Product, including prompt execution of documents as presented by Bitfocus.

7.5.4. To the extent any of the Work Products may be protected by U.S. Copyright laws, it is agreed that [company.FamiliarName] commissions Bitfocus to create the copyrightable Work Products, which are intended to be work-made-for-hire for the benefit of [company.FamiliarName] and the copyright of which is vested in Bitfocus.

7.5.5. Except as expressly set forth herein, no license is granted by either party to the other with respect to Confidential Information, Work Products, or [company.FamiliarName] data. Nothing in this agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Work Products, or [company.FamiliarName] Data, except as may be provided under a license specifically applicable to such Confidential Information, Work Products, or [company.FamiliarName] data.

7.5.6. Bitfocus and [company.FamiliarName] agree that before commencement of any subcontract work it will incorporate this to contractually bind or otherwise oblige its subcontractors and personnel performing work under this agreement such that Bitfocus' titles, rights, and interests in Work Products are preserved and protected as intended herein.

7.6. Survivability

7.6.1. The provisions of this Section shall survive the termination of this Agreement.

8. Information Security

8.1. Without limiting Bitfocus' obligation of confidentiality as further described herein, Bitfocus shall be responsible for establishing and maintaining an information security program that is designed to:

8.1.1. ensure the security and confidentiality of the Protected Data;

8.1.2. protect against any anticipated threats or hazards to the security or integrity of the Protected Data;

8.1.3. protect against unauthorized access to or use of the Protected Data;

8.1.4. (iv) ensure the proper disposal of Protected Data; and

8.1.5. ensure that all subcontractors of Bitfocus, if any, comply with all of the foregoing.

9. Limitation of Liability

9.1. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT.

9.2. Survivability

9.2.1. The provisions of this Section shall survive the termination of this Agreement.

10. General Terms

10.1. Relationship between [company.FamiliarName] and Bitfocus

10.1.1. Bitfocus represents and warrants that it is an independent contractor with no authority to contract for [company.FamiliarName] or in any way to bind or to commit [company.FamiliarName] to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of [company.FamiliarName] . Under no circumstances shall Bitfocus, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of [company.FamiliarName] . In recognition of Bitfocus' status as independent contractor, [company.FamiliarName] shall carry no Workers' Compensation insurance or any health or accident insurance to cover Bitfocus or Bitfocus' agents or staff, if any. [company.FamiliarName] shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Bitfocus nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of [company.FamiliarName] .

10.2. Governing Law

10.2.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the federal laws of the United States of America. [company.FamiliarName] hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Nevada in all questions and controversies arising out of this Agreement.

10.3. Dispute Resolution

10.3.1. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, [company.FamiliarName] and Bitfocus will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either project manager will have the right to submit the dispute to Bitfocus' director level and   [company.FamiliarName] 's second vice president level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

10.4. Compliance with Laws

10.4.1. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Without limiting Bitfocus' other obligations of indemnification herein, [company.FamiliarName] shall defend, indemnify, and hold Bitfocus harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Bitfocus Indemnity, on account of the failure of [company.FamiliarName] to perform its obligations imposed herein.

10.5. Cooperation

10.5.1.   Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder.   Bitfocus will cooperate with any [company.FamiliarName] supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to [company.FamiliarName] , including, without limitation, the Successor Bitfocus. Bitfocus agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

10.6. Force Majeure

10.6.1.   Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental 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. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Bitfocus fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Bitfocus from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of [company.FamiliarName] Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Bitfocus that result in an outage or inability for [company.FamiliarName] to use the Services shall not constitute a force majeure event.

10.7. No Waiver

10.7.1.   The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision

10.8. Notices

10.8.1.   Any notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

10.9. Counterparts; Electronic Signature

10.9.1.   This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

11. Terms of Payment

11.1. [company.FamiliarName] shall be responsible for and shall pay to Bitfocus the fees as described in the Agreement and attached Service Agreement(s), subject to the terms and conditions contained therein. Any sum due Bitfocus for Services performed for which payment is not otherwise specified shall be due and payable fifteen ("15") days after receipt by [company.FamiliarName] of an invoice from Bitfocus. [company.FamiliarName] will make payments for the specified Services in accord with the following conditions.

11.2. Monthly Invoices

    11.2.1. Bitfocus will send an email invoice to [company.FamiliarName] on the first day of each Month, to be paid within fifteen ("15") days.

11.3. Payment Method

    11.3.1. In order to facilitate the payment of obligations under this Agreement, [company.FamiliarName] irrevocably authorizes Bitfocus to initiate debits or credits through the Automated Clearing House (ACH) settlement process or any other wire transfer system in effect for amounts due under this Agreement. [company.FamiliarName] shall execute any and all forms and documentation necessary from time to time to effectuate such automatic debiting.

11.4. Pro-Rated Standard Charges

    11.4.1. In cases where services are initiated or terminated on dates other than the first day of the month, [company.FamiliarName] will pay pro-rated Fixed and Variable charges.

11.5. Payment Deadline

    11.5.1. [company.FamiliarName] will make payments on invoices within fifteen ("15") calendar days from the date of email invoice.

11.6. Late Payment Penalty

    11.6.1. [company.FamiliarName] will render a Late Payment Penalty of one and a one half percent ("1.5%") interest per month on balances unpaid after the Payment Deadline. Late Payment penalties will be charged to the next invoice for regular service.

11.7. Cancellation of Work Orders

    11.7.1. [company.FamiliarName] will pay a reasonable administrative fee for any cancellation of this contract or associated work order prior to delivery of services.

11.8. Annual Rate Increase

    11.8.1. Prices listed in this Agreement and its attached Service Agreements will be held fixed throughout the Initial Term of the Agreement. An Annual Rate Increase of three percent (3%) will be made every year thereafter, starting at the beginning of the first Renewal Term.

11.9. Taxes

    11.9.1. [company.FamiliarName] is responsible for payment of any and all federal, state, and local taxes, charges, or surcharges unless [company.FamiliarName] provides Service Provider with proof of [company.FamiliarName]'s tax-exempt status. [company.FamiliarName] will indemnify Bitfocus for any and all costs, claims, taxes, charges, and surcharges levied against Bitfocus relative to such exempt status.

11.10. Tariff Applications

    11.10.1. [company.FamiliarName] acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by [company.FamiliarName] . In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.

Master Signatures Page

1. Entire Agreement

    1.1. This Agreement and its attachments constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between [company.FamiliarName] and Bitfocus as to the subject matter hereof.

    1.2. This Agreement may only be amended by in writing with the signature of Bitfocus and [company.FamiliarName]

2. Signatures

2.1. Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Bitfocus

ClarityHS SaaS Service Agreement

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by Bitfocus, Inc. ("Bitfocus"), a Nevada corporation; and [company.Name] ("[company.FamiliarName]", "**Customer**").

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and [company.FamiliarName] (collectively, the "**Agreement**"). Bitfocus and [company.FamiliarName] mutually agree to the following:

User Licensing Summary Table

	Enterprise	Manager	System Administrator
License Description	Includes access and operation at the Enterprise level per each seat.	Includes Enterprise level access and operation, with the addition of the ability to customize agency preferences, including services and programs of the selected agency.	Includes Enterprise and Manager level access and operation with the addition of System Administration management functions.
Minimum number of contracted users	### Enterprise Users	### Manager Users	### Administrator Users
One-Time Startup cost for each user	$###/user	$###/user	$###/user
Monthly cost per user	$##/user	$##/user	$###/user

Services Description

Bitfocus agrees to provide authorized end users ("Users") access to and use of its Clarity Human Services application (the "ClarityHS Service") subject to the following terms and conditions:

1. Number of Users
   1.1. Included User Licenses
       1.1.1. Access via the internet will be available to a limited number of named users as specified in the User Licensing Summary table above, with access rights transferable to different users by [company.FamiliarName] .

Bitfocus

1.2. Adding User Licenses

    1.2.1. Authorized users may add additional user licenses via the application interface or by contacting Bitfocus. Additional licenses will be invoiced monthly according to the fee schedule in the User Licensing Summary table above.

1.3. Minimum License Count

    1.3.1. For each license type, the total number of user licenses must be equal or greater to the minimum number of contracted users listed in the User Licensing Summary table above.

2. Number of Organizations

  2.1. Agency License Requirements

    2.1.1. Each Agency configured in the ClarityHS Service requires an Agency License.

    2.1.2. Agencies that do not enter client-level data into HMIS/ClarityHS Service, but have agency-level information entered into HMIS to facilitate HUD reporting, do not incur the agency license fee.

  2.2. Continuums of Care (CoC)

    2.2.1. Each Continuum of Care (CoC) configured in the system requires a CoC License.

3. Features and Functionality.

  3.1. Full access to all documented features

    3.1.1. [company.FamiliarName] will have full access to and use of all documented features provided in the most recent version of the ClarityHS Service. Add-on services may be available and may require additional fees or agreements.

  3.2. HMIS Data and Technical Standards

    3.2.1. The ClarityHS Service will adhere to most recent version of the HMIS Data and Technical Standards as published by The Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA).

    3.2.2. [company.FamiliarName] will have full access to and use of all required HUD and Federal Partner HMIS reports for which final HMIS programming specifications have been published on the HUD Exchange website.

4. End User Support

  4.1. User Management and Access Rights

    4.1.1. Unless separately contracted, [company.FamiliarName] is responsible for data sharing settings, user access, and security rights; including the ongoing adjustment and maintenance of these settings.

  4.2. Included Technical Support Services

    4.2.1. Limited to Named System Administrators

      4.2.1.1. Phone and e-mail support is provided to licensed System Administrator users as part of the ClarityHS Service. This support is provided to the System Administrator for the explicit purpose of assisting [company.FamiliarName] to understand and utilize existing system features and capacities. Without a separate agreement, Bitfocus will not work directly with end-users. This will be the responsibility of local System Administrators.

    4.2.2. Scope of Included Services

      4.2.2.1. Unless otherwise specified in other parts of this Agreement, these services do not include custom system adjustments, development of reports, post-setup system configuration, data conversion and migration, on-site services, or the actual use or application of system features and capacities on behalf of the user. (e.g., users will be assisted concerning use of features and capacities, but Bitfocus will not actually use them on behalf of the [company.FamiliarName]). Technical/Product support will not take the place of the [company.FamiliarName] taking advantage of adequate Bitfocus training.

    4.2.3. Response Time

      4.2.3.1. Bitfocus will be available during normal business hours for both Operational and Technical support. Unless specific arrangements are made, after hours and weekend support will not

be available. These calls may require contacting an on-call representative who will be able to assist you or make arrangements to provide needed assistance.

5. Continuity of Service

    5.1. We guarantee, in accord with the remedies stated below, that the ClarityHS Service will be available with a Monthly Uptime Percentage of at least 98% during any monthly billing cycle.

    5.2. Outage time is defined as the length of time elapsed from when Bitfocus is notified of the problem to the point of time that the problem is remedied. Remedies for outage time longer than these parameters will be a refund or credit equal to one hundred (100) percent of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage). Requests for such remedies must be made within ten ("10") days of outage time. These remedies will not be available in cases where:

        5.2.1. [company.FamiliarName] did not notify Bitfocus of the inability to transmit or receive data.

        5.2.2. Outage time is caused by acts of omission by our customers or their end-users.

        5.2.3. Failure of equipment or applications that are not owned or controlled by Bitfocus.

        5.2.4. "Acts of war or god" and other circumstances beyond the control of Bitfocus.

        5.2.5. Scheduled and/or pre-announced service maintenance.

    5.3. Enhanced availability standards and guarantees can be arranged for additional cost.

6. Infrastructure Requirements

    6.1. Web Browser Requirements

        6.1.1. The ClarityHS Service requires the latest release of one of the following web browsers: Microsoft Edge Mozilla Firefox, Google Chrome, or Apple Safari.

    6.2. Minimum Hardware Requirements

        6.2.1. Device hardware must meet or exceed the recommended hardware requirements for the Operating System and web browser.

        6.2.2. System Requirements

            6.2.2.1. Unless otherwise agreed in writing, Bitfocus is not responsible for providing equipment compatible with the ClarityHS Service and Bitfocus network and facilities.

        6.2.3. Bandwidth

            6.2.3.1. For each user connecting over a given line there must be at least 20 Kbps of bandwidth available for the user. This means that if a given site has 20 users, there would need to be at least 400 Kbps of bandwidth available to access Services. Be sure to take into account any other traffic that may be using the same connection. Other traffic would include that used by email, web access, and web serving.

        6.2.4. Performance

            6.2.4.1. [company.FamiliarName] acknowledges that the minimum system requirement may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from [company.FamiliarName] technological infrastructure.

        6.2.5. Non-interference with maintenance and upgrading of facilities and resources

            6.2.5.1. [company.FamiliarName] use of the Services provided herein and any equipment associated therewith will not:

                6.2.5.1.1. Interfere with or impair Services over Bitfocus network or facilities

                6.2.5.1.2. Cause damage of any nature to Bitfocus assets

                6.2.5.1.3. Be used to frighten, abuse, torment or harass another

                6.2.5.1.4. Create hazards to property or persons

7. Special Services

    7.1. Invoices and payments for any Services beyond those specified in this Agreement will be managed separately from those of standard monthly services.

8. Initiation of Services

    8.1. Start Date

8.1.1. Startup activities will be initiated upon receipt of the initial payment and fully executed AgreementStart-Up Fees

8.1.1.1. Fees required for the initiation of services include advance payment of Fixed Charges for three ("3") months of services and standard setup fees for each of the user licenses and Services in the Agreement. Bitfocus must receive startup fees before startup activities will be initiated.

8.2. [company.FamiliarName] responsible for configuration and system administration of the service.

8.2.1. The ClarityHS Service is a Commercial Off The Shelf (COTS) software provided as a service (SaaS) to [company.FamiliarName] . Absent (a) separate Service Agreement(s), [company.FamiliarName] is solely responsible for the configuration, implementation, and administration of the ClarityHS Service.

8.2.2. Data Migration and Implementation Services Require Separate Service Agreement

8.2.2.1. This Service Agreement covers only the standard ClarityHS Service and does not include either Data Migration or Implementation Services provided by Bitfocus. These and any other Bitfocus Professional Services require a separate Service Agreement.

Signatures Page

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Bitfocus

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Master Agreement for Services | Last Revised Oct 11, 2021 | FORM 21.1
CONFIDENTIAL AND PROPRIETARY INFORMATION

ClarityHS Implementation Service Agreement

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by Bitfocus, Inc. ("Bitfocus"), a Nevada corporation; and [company.Name] ("[company.FamiliarName]", "**Customer**").

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and [company.FamiliarName] (collectively, the "**Agreement**"). Bitfocus and [company.FamiliarName] mutually agree to the following:

[company.FamiliarName] Responsibilities

1. This Service Agreement includes a package of services intended to support [company.FamiliarName] System Administrators in the initial implementation of Clarity Human Services (collectively, the "ClarityHS Implementation Service").
2. System Configuration and Administration
    2.1. The ClarityHS Implementation Service supports but does not replace the work and responsibilities of [company.FamiliarName] n configuring their Clarity Human Services system. [company.FamiliarName] is solely responsible for the configuration and administration of the ClarityHS Service.
3. Accurate and Complete Information
    3.1. During the implementation process, Bitfocus will help [company.FamiliarName] complete a system inventory and collect the information required to configure the Service. [company.FamiliarName] is responsible for providing the information required in a full and accurate manner. Bitfocus is not responsible for the consequences of errors or omissions by [company.FamiliarName] or other parties.
4. Designate Project Lead
    4.1. [company.FamiliarName] will name an individual to serve on their behalf as the designated project lead and primary point of contact for the ClarityHS Implementation Service (the "Project Lead"). The Project Lead shall have the authority to make configuration decisions, approve work product, and commit [company.FamiliarName] to these decisions.

ClarityHS Implementation Service Terms

1. Requires the ClarityHS Service
    1.1. The ClarityHS Implementation Service requires a separate Service Agreement for the Clarity ClarityHS Edition Service.
2. Event Participation
    2.1. Unless otherwise noted, participation in training, planning or other implementation events is limited to licensed System Administrator users.
3. Remote Delivery
    3.1. The Clarity ClarityHS Edition Implementation Service is delivered remotely, during standard business hours. Bitfocus will choose and provide an online meeting platform for this purpose.
4. Included Services
    4.1. Project Management

4.1.1. Bitfocus will provide a basic project plan and related project management services to support [company.FamiliarName] in its implementation of Clarity Human Services.

  4.2. Project Management and Training Platforms

4.2.1. Bitfocus will provide a System Administration training for licensed System Administrator users. The training will be delivered remotely using an online meeting platform chosen and provided by Bitfocus.

4.2.2. Bitfocus will provide an online project management tool to coordinate the Clarity ClarityHS Edition Implementation Service. This tool will be the primary platform for project communication and tracking progress.

  4.3. System Inventory and Configuration Consultation

4.3.1. Bitfocus will meet with [company.FamiliarName] to assist them in conducting a system inventory and review of the business processes to be supported by the Clarity Human Services ClarityHS Edition service. Bitfocus will use this information to provide consultation and guidance on the configuration of the system.

  4.4. Training for System Administrators

4.4.1. Clarity Human Services System Administration Training

4.4.1.1. Bitfocus will provide licensed System Administrator users with a standard system administrator training. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

4.4.2. End User Train-the-Trainer Training for System Administrators

4.4.2.1. Bitfocus will provide licensed System Administrator users with a Train-the-Trainer style program designed to help attendees prepare for and deliver user training for [company.FamiliarName] end users.

4.4.3. Clarity Human Services Data Analysis Training

4.4.3.1. Bitfocus will provide System Administrator users with a training on the Data Analysis features in Clarity Human Services. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

  4.5. Advanced Implementation Support

4.5.1. Bitfocus will provide reasonable on-demand technical assistance to support the implementation and configuration of the Clarity Human Services ClarityHS Edition service throughout the scope of the ClarityHS Implementation Service. Requests and inquires must be made by and will be directed to the Project Lead.

5. Additional Services

  5.1. All work beyond the scope of this Agreement requires the execution of a separate Statement of Work. Fees for additional services outside of this Agreement are subject to change at any time and without notice.

6. Initiation of Services

  6.1. Start Date

6.1.1. Startup activities will be initiated upon receipt of payment and fully executed Agreement.

  6.2. Full Payment Due

6.2.1. Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.

7. [company.FamiliarName] responsible for configuration and system administration of the service

  7.1. The ClarityHS Service is a Commercial Off The Shelf (COTS) software provided as a service to . Absent (a) separate Service Agreement(s), [company.FamiliarName] is solely responsible for the configuration and administration of the ClarityHS Service.

8. Data Migration Services Require Separate Service Agreement

8.1. This Service Agreement covers only the standard ClarityHS Implementation Service and does not include Data Migration services provided by Bitfocus. These and any other Bitfocus Professional Services require (a) separate Service Agreement(s).

Signatures Page

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

ClarityHS Data Migration Service Agreement

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by Bitfocus, Inc. ("Bitfocus"), a Nevada corporation; and [company.Name] ("[company.FamiliarName]", "**Customer**").

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and [company.FamiliarName] (collectively, the "**Agreement**"). Bitfocus and [company.FamiliarName] mutually agree to the following:

Services Description

1. Clarity ClarityHS Edition Data Migration Service Terms
   1.1. Requires the ClarityHS Service
       1.1.1. The ClarityHS Data Migration Service requires a separate Service Agreement for the ClarityHS Service.
   1.2. Requires the ClarityHS Implementation Service
       1.2.1. The ClarityHS Legacy Data Migration Service requires a separate Service Agreement for the ClarityHS Implementation Service or written waiver from Bitfocus that professional implementation services are not required to support the Data Migration. This Service Agreement is dependent on the ClarityHS Implementation Service, and implementation delays and errors may result in Data Migration delays, errors, or omissions.
2. Service Structure
   2.1. Since migrations typically involve needing to import HUD data, which follows a prescribed format, as well as custom data elements, which vary from customer to customer, the data migration process is separated into phases.
   2.2. The first phase of any migration process must be the import of HUD Data Standards elements, as defined by the HMIS CSV specification, to serve as the baseline for any subsequent data that is migrated.
   2.3. The following phases for migrating custom, non-HUD-standard elements, will be defined during the Migration Kick Off Call.
3. Service Timeline Constraints
   3.1. A successful migration is dependent on accomplishing all of the milestones in a timely way, as well as continued communication throughout the process. As such, the migration process spans a certain window of time, detailed below:
       3.1.1. Bitfocus will need to receive all data that needs to be migrated as part of the scope of this project within 90 days.
       3.1.2. Testing the data thoroughly once it is migrated into the test site is a vital step of the process; all issues or data adjustment needs for any migrated data set must be identified no more than 30 days after that specific data set has been migrated into the live site.

[company.FamiliarName] Responsibilities

1. Decision on Types of Data to Migrate

1.1. The migration project scope is dependent on the types of data that need to be migrated into ClarityHS so that a decision on data elements to include in the migration process is required in order to proceed in the correct direction.

1.2. The following list includes the available data element options to include in the migration:

    1.2.1. HUD Data Elements

        1.2.1.1. Bitfocus will import client-level data conforming with the latest version of the *HUD HMIS CSV Format Specifications* as published by HUD on the Homeless Data Exchange website (URL: https://hudhdx.info/VendorResources.aspx)

    1.2.2. Custom, non-HUD defined, elements, listed below:

        1.2.2.1. Custom client profile field data

        1.2.2.2. Custom enrollment field data

        1.2.2.3. Custom assessment field data

        1.2.2.4. Custom services

        1.2.2.5. Client notes

        1.2.2.6. Client files

        1.2.2.7. Client ROIs

        1.2.2.8. Client locations

2. Complete and Accurate Export File

2.1. Accuracy and Completeness

    2.1.1. [company.FamiliarName] will provide Bitfocus with an accurate and complete export of the legacy data to be imported into Clarity human Services.   [company.FamiliarName] is solely responsible for the data quality of the export file, including any errors, omissions, and/or duplicates.

2.2. Data Format Requirements

    2.2.1. HUD HMIS CSV Standard

        2.2.1.1. Elements included in the HUD Data Standards must be provided in a Comma Separated Values (CSV) file that fully conforms with the current version of the HUD HMIS CSV standards as published at https://hudhdx.info/VendorResources.aspx.

    2.2.2. Additional or Custom Fields

        2.2.2.1. Custom, non-HUD defined, elements must be sent in CSV files that fully conform with the Bitfocus Custom CSV Schema provided by Bitfocus.

2.3. Timely Review of Migrated Data

    2.3.1. Bitfocus will provide [company.FamiliarName] with the opportunity to review, test and approve migrated data on a test system before it is implemented into their production environment. [company.FamiliarName] is responsible for reviewing and approving the proposed migration and will bear the cost of any corrections or modifications of the data after the final import.

Bitfocus Responsibilities

1. After the System Administration training is complete, Bitfocus will conduct a Migration Kick Off Call to discuss project scope, timelines, data format questions, and how to transmit data. Immediately following the Migration Kick Off Call, Bitfocus will provide the following resources:

1.1. Data Migration Planning document, which details requirements, links to file format specification documents, communication protocols, suggested testing practices, and frequently asked questions.

1.2. Copy of current HUD HMIS CSV Specifications

1.3. Custom CSV Schema specifications

2. Upon receipt of each legacy data set, Bitfocus will perform an analysis of the data set and provide a list of identified issues.

ClarityHS Data Migration Service Terms

3. Initiation of Services
   3.1. Start Date
      3.1.1. Startup activities will be initiated upon receipt of payment and fully executed Agreement.
   3.2. Full Payment Due
      3.2.1. Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.
4. Prerequisites to Data migration
   4.1. System Configuration
      4.1.1. Related Clarity Human Services system and program configuration must be completed prior to the migration.
   4.2. System Administrator Training
      4.2.1. Because the migration process relies on knowledge of the Clarity system, the Clarity Human Services System Administrator Training must be completed successfully prior to starting the migration project.
5. [company.FamiliarName] responsible for on-going configuration and system administration of the service
   5.1. The ClarityHS Service is a Commercial Off The Shelf (COTS) software provided as a service (SaaS) to [company.FamiliarName] . Absent (a) separate Service Agreement(s), [company.FamiliarName] is solely responsible for the configuration and administration of the ClarityHS Service.
6. Additional Services Require Separate Service Agreement
   6.1. This Service Agreement covers only the one-time migration of data from the legacy data system to the ClarityHS Service. It does not include either future Data Migration or Implementation Services. These and any other Bitfocus Professional Services require a separate Service Agreement.

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