



End User License Agreement

This end user license agreement for VitalChild-VitalClient (the "Service") is made on [AGREEMENT DATE] (the "Effective Date") between Multi-Dimensional Education Inc. (the "Licensor"), an Ohio-based S-Corp with its principal place of business at 2600 S. 3 Bs and K Road, Galena, Ohio 43021 and State of _____, Department of _____ (the "Licensee") whose principal place of business is [LICENSEE FULL ADDRESS].

RECITALS.

WHEREAS, Licensee desires to obtain a license from Licensor for VitalChild-VitalClient in order to enable Licensee to satisfy their obligations under a Services Agreement entered into between Licensee and Licensor.

WHEREAS, Licensor is willing to license VitalChild-VitalClient to Licensee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS.

VitalChild-VitalClient (<https://VitalChildVitalClient.com>) Intellectual Property (IP) is solely owned by Multi-Dimensional Education Inc. (MDed). "Intellectual Property" means patent rights (including patent applications, disclosures, continuations and continuations in part), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights, recognized in any country or jurisdiction in the world. VitalChild-VitalClient's proprietary software licensing, configured and delivered as a Commercial off the Shelf (COTS) solution built on top of ServiceNow as a scoped-app, can be purchased through either perpetual or annual statewide license based upon non-exclusive, non-sublicensable, non-assignable, and royalty-free agreements. VitalChild-VitalClient is powered via all the configurability, security, and scalability of the ServiceNow hosting platform. Independent ServiceNow licensing is required and not included as part of this license.

VitalChild-VitalClient is a preconfigured COTS accelerator designed to provide foundational modular systemic capabilities for documenting and guiding data collection, storage, analysis, reporting and utilization of evidence and information related to public sector case management efforts. As part of the COTS enhanced internal functionality, VitalChild-VitalClient consists of a collection of coded methodological and analytical designs utilizing a series of configured and preprogrammed data structures, business rules, workflows, events, and mobile applications. VitalChild-VitalClient's modular designs augment the ServiceNow platform designs to assist licensees with tasks which fall under intake, investigation, case management, placement, and application and licensing, and VitalChild-VitalClient's proprietary advanced outcomes-based

assessment and analytics modules include a resource library utilizing a variety of proprietary valid and reliable scales to capture dependent outcome variables and process evaluation needs.

The Service, is defined as the combination of the VitalChild-VitalClient COTS accelerator designs and IP built on top of ServiceNow and the ServiceNow Public Sector Digital Services (PSDS) platform. VitalChild-VitalClient, has been configured to allow for modifications and personalization of the solution to be tailored to each Licensee's unique needs and desired processes. Thus, it is understood by both parties, VitalChild-VitalClient is offered as a foundational COTS accelerator and not a complete solution incapable of being modified, reconfigured and or personalized for the Licensee.

Term. This agreement begins on the Effective Date and will continue until [DATE] or until the license is terminated legally by either party.

Grant of License to Access and Use Service. Multi-Dimensional Education Inc. hereby grants to Licensee, inclusive of all Licensee's Authorized ServiceNow Users, a perpetual or annual non-exclusive, non-sublicensable, non-assignable, and royalty-free statewide license to access and use the service solely for Licensee's internal business operations in accordance with the terms of this agreement and the Licensor's terms of use.

All Rights Reserved. Licensor retains title to and ownership of, and all other rights with respect to, the Intellectual Property Rights, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights. Licensee has only the limited licenses granted with respect to the VitalChild-VitalClient Service and Modifications expressly set forth in this Agreement, and Licensee has no other rights, implied or otherwise. Licensee acknowledges and agrees that the Licensor's VitalChild-VitalClient COTS Service is licensed, not sold, and that rights to access the Licensor's VitalChild-VitalClient COTS are acquired only under this Agreement. The structure and organization of the Licensor's VitalChild-VitalClient COTS Service, Modifications and Intellectual Property Rights (a) may not be distributed, disclosed or otherwise provided to third parties.

Support Services.

Initial Implementation and Personalization Support. For the [] month period beginning on the Effective Date, as dictated, and determined by the [Contract Name/#] contract for the Licensor to assist with the Development, Design, and Implementation (DDI) phase and the personalization of the VitalChild-VitalClient solution for the Licensee, Licensor will provide Licensee with on-site, in field, telephone or electronic support during Licensor's normal business hours in order to help Licensee tailor the solution to their needs, business rules and workflows as well as test and correct issues with the Service. This Initial Implementation and Personalization Support will include training and organizational change management support. Additional licensing of users for the ServiceNow Platform will offer an additional support structure from ServiceNow.

Extended Support. Following the Initial Implementation and Personalization during the DDI for a [] month support period, Licensee elects or declines to extend continued Licensor's support services for and additional [] month periods. Based on annual

payments of the Service licensing fee, or at Licensor then-current service rates, at Licensor's expense, Licensor will provide Licensee with telephone or electronic support during Licensor's normal business hours in order to help Licensee address issues and needs with the Service.

Renewed Support. After the Initial Implementation and Personalization during the DDI for a [] month support period and Extended Support services, Licensee may elect to renew Licensor's support services for additional [] month periods, at Licensor then-current service rates, and at Licensor's expense, Licensor will provide Licensee with telephone or electronic support during Licensor's normal business hours in order to help Licensee correct problems with the Service.

Data Protection. Data collected by Licensee utilizing VitalChild-VitalClient will be the property of the Licensee. Licensor shall implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of the Protected Information.

Data Privacy. Upon formal or written requests agreed to by both parties, Licensor may collect, use, and process Licensee's data only in accordance with Licensor's and Licensee's privacy policy.

Warranty Disclaimer. VITALCHILD-VITALCLIENT IS PROVIDED BY LICENSOR "AS IS". LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY AND WARRANTIES ARISING OUT OF COURSE OF UTILIZATION. LICENSOR DOES NOT WARRANT THAT VITALCHILD-VITALCLIENT WILL MEET ALL LICENSEE' REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE ERROR FREE.

Confidentiality Obligations. If applicable, the parties shall continue to be bound by the terms of additional non-disclosure agreement between the parties, dated [DATE] and attached to this agreement on [ATTACHMENT].

Fees. At the beginning of Year 1 and the beginning of each subsequent year a licensing subscription fee is scheduled to be paid, Licensee agrees to pay Licensor a [Perpetual or Annual] Licensing Subscription fee of \$[SUBSCRIPTION FEE AMOUNT] (the "Subscription Fee") for the Service based on the following payment structure:

Initial Payment Year 1: \$[SUBSCRIPTION FEE AMOUNT]

Annual Payment Year 2: \$[SUBSCRIPTION FEE AMOUNT]

Annual Payment Year 3: \$[SUBSCRIPTION FEE AMOUNT]

Annual Payment Year 4: \$[SUBSCRIPTION FEE AMOUNT]

Annual Payment Year 5: \$[SUBSCRIPTION FEE AMOUNT]

Licensee Restrictions. Though Licensee staff will be trained, capable, and able to reconfigure or add configurations to the Service as workflows and business roles evolve over time, Licensee will not:

- distribute, license, loan, share, or sell the Service’s Software or other content that is contained or displayed in the Service;
- modify, alter, or create any derivative works of the Service;
- reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Service;
- remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Service;
- upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the Licensor.

Termination

Termination for Failure to Pay. Licensor may terminate this agreement with immediate effect by delivering notice of the termination to Licensee if Licensee fails to pay the Subscription Fee.

Effect of Termination

Pay Outstanding Amounts. Licensee shall immediately pay to Licensor all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

Discontinuance of Use. Licensee shall cease all use of the Service upon the effective date of the termination.

Recovery of Data. Licensee will have 30 days from the date of termination to retrieve any of data that Licensee wishes to keep.

Indemnification

Indemnification by Licensor.

Indemnification for Infringement Claims. Licensor shall indemnify Licensee against all losses and expenses arising out of any proceeding brought by a third party, and arising out of a claim that the Service infringes on the third party's Intellectual Property rights.

Indemnification by Licensee.

Indemnification for Use, Misuse or Reconfiguration of the Service. Licensee shall indemnify Licensor against all losses and expenses arising out of any use, misuse, or reconfiguration of the Service such as failing to collect adequate reliable and valid data needed to empower accurate predictive analytics and reports used for decision making. With the Service being personalized, tested, and accepted for the Licensee’s desired specific configurations during the development phase prior to going live, Licensee accepts full responsibility for the functionality and data collected and used within the Service to determine case management actions and decisions.

Notice and Failure to Notify.

Notice Requirement. Before bringing a claim for indemnification, Licensee / Licensor shall notify Licensor/ Licensee of the indemnifiable proceeding and deliver to Licensor /

Licensee all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

Failure to Notify. If the Licensee fails to notify Licensor of the indemnifiable proceeding, Licensor will be relieved of its indemnification obligations. If the Licensor fails to notify Licensee of the indemnifiable proceeding, Licensee will be relieved of its indemnification obligations.

Exclusive Remedy. Licensee's right to indemnification is the exclusive remedy available with respect to a claim of indemnification.

Limitation on Liability.

Mutual Limit on Liability. Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

Maximum Liability. Neither party's liability under this agreement will exceed the fees paid by Licensee under this agreement during the 12 months preceding the date upon which the related claim arose.

General Provisions.

Entire Agreement. This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

Amendment. This agreement can be amended only by a written document signed by both parties.

Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Notices.

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to its conflict of laws rules.

Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Waiver. The failure or neglect by a party to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

Force Majeure. Either party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the

reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

By signing this agreement, Licensee and Licensor agree to all descriptions, definitions, and details included, and agree to in good faith abide by the agreement. The parties have executed this Agreement through their duly authorized representatives as of the Effective Date. This agreement has been signed by the parties.

[Multi-Dimensional Education Inc.] [LICENSEE'S NAME]

Name: [Michael W. Corrigan] Name: [LICENSEE'S SIGNATORY NAME]

Title: [CEO] Title: [LICENSEE'S SIGNATORY TITLE]

Date: Date:

Signature: Signature:
