

**CONNECTWELL MASTER SUBSCRIPTION AGREEMENT**

This MASTER SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of the Effective Date, by and between the customer identified in the applicable Proposal ("Customer") and ConnectWell, Inc. ("ConnectWell") a California corporation with offices at 1019 Zinfandel Court, Pleasanton, California 94566, CA 94086. Customer and ConnectWell are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions**

- a) "Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.
- b) "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is either marked or designated as confidential at the time of disclosure to the Receiving Party, or that a reasonable person should consider confidential or proprietary given the nature of the information and the circumstances under which it is disclosed, including pricing and other terms set forth in a Proposal. The ConnectWell Property shall constitute ConnectWell's Confidential Information regardless of the means or manner by which it is disclosed. Notwithstanding the foregoing, Confidential Information shall not include any information that a Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party (excluding patentable subject matter which is not subject to this exclusion); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- c) "Customer Marks" the name, trademarks and logos of Customer or its Affiliates, but in all cases excluding all ConnectWell Marks.
- d) "Customer Property" means (i) all patent, copyright, trade secret or other intellectual property rights (other than trademark rights) embodied in or related to any of the foregoing (the "Customer IPR") and (ii) the Customer Marks.
- e) "Fees" means all fees specified in or otherwise incurred pursuant to a Proposal.
- f) "ConnectWell Marks" means the ConnectWell name and logo, ConnectWell.health and any other product and service names, logos and trademarks of ConnectWell or any of its Affiliates used in connection with the Subscription Services.
- g) "ConnectWell Property" means (i) the Subscription Service, (ii) the Content, and (iii) all patent, copyright, trade secret, trademark (including the ConnectWell Marks) or other intellectual property rights (other than trademark rights) embodied in or related to any of the foregoing (the "ConnectWell IPR").
- h) "Content" means the content provided by ConnectWell through the Subscription Services.
- i) "Proposal" means an ordering document for Subscription Service purchased from ConnectWell that has been executed hereunder by the Parties, including without limitation any attached or associated Statement of Work.
- j) "Representatives" means with respect to any individual and/or the entity on whose behalf such individual is entering into a commercial agreement with ConnectWell, all users, employees, agents, subcontractors and other representatives of such individual or entity (as applicable).
- k) "Statement of Work" or "SOW" means the description of the particular service(s) a Customer purchases, which may be attached to the applicable Proposal.
- l) "Subscription Service" means the software services provided by ConnectWell, including (i) the interfaces, applications, and software provided to users, and (ii) any modifications, updates, derivative works, optional modules, custom or standard enhancements, updates, and upgrades to or of any of the foregoing.
- m) "Subscription Term" means the subscription period set forth in the applicable Proposal during which ConnectWell agrees to provide the Subscription Service to Customer.
- n) "User" means a person affiliated with Customer who is the recipient of the Subscription Service.

**2. Subscription Service**

- a) Provision of Subscription Service. Subject to the payment of all applicable Fees and for the applicable Subscription Term, ConnectWell hereby grants to Customer a non-sublicensable, non-transferable (except as provided herein), non-exclusive right to access, and use the Subscription Service and Content, in accordance with the terms and conditions of this Agreement and all Proposals.
- b) Limitations. Customer agrees not to decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Subscription Service; or make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Subscription Service. Customer shall not use or permit the use of the Subscription Services or Content in any way that compromises the integrity thereof, which violates any copyrights or other intellectual property rights, contracts or proprietary interests, or which defames, commercially disparages, or libels a third-party. Customer agrees that it will not sell or in any way make the Subscription Services or Content available to any entity other than the Users. Customer shall use its best efforts to stop any unauthorized distribution of Content immediately after such unauthorized use becomes known.

**3. Fees and Payment Terms**

- a) Fees. Customer will pay ConnectWell all Fees in accordance with this Section 3 and the applicable Proposal. Fees are quoted and payable in United States dollars. Payment obligations are non-cancelable and Fees paid are non-refundable unless this Agreement or an applicable Proposal is terminated for cause pursuant to Section 9(c), in which case any prepaid, unearned Fees will be refunded.
- b) Invoices and Payment. Customer shall pay Fees according to the terms of the applicable Proposal.
- c) Overdue Charges. Overdue Fees shall accrue late interest charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

## CONFIDENTIAL

- d) Taxes. Customer is solely responsible for the payment of all taxes, assessments, tariffs, duties, or other fees imposed, assessed, or collected by or under the authority of any governmental body (collectively, "Taxes") arising from ConnectWell's provision of the Services hereunder, except any taxes assessed upon ConnectWell's net income or payroll. If ConnectWell is required to directly pay Taxes related to Customer's use or receipt of the Subscription Service, Customer agrees to promptly reimburse ConnectWell for any amounts paid by ConnectWell.

### 4. Proprietary Rights

- a) Customer Property. As between Customer and ConnectWell, Customer retains all rights, title, and interest in and to the Customer Property. Except as expressly set out in this Agreement, no right, title, or license under any Customer Property is granted to ConnectWell or implied hereby, and for any Customer Property that is licensed to ConnectWell, no title or ownership rights are transferred with such license.
- b) ConnectWell Property. As between ConnectWell and Customer, ConnectWell retains all rights, title, and interest in and to the ConnectWell Property, and except as expressly set out in this Agreement, no right, title, or license under any ConnectWell Property is granted to Customer or implied hereby. This provision is for the benefit of ConnectWell and its information providers. Any such information provider shall have the right to enforce its rights hereunder directly and on its own behalf.

### 5. Confidentiality

- a) Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party to its Affiliates, officers, directors, employees, subcontractors, agents or prospective financing sources or acquirers who need to know such information in connection with this Agreement and who are bound by written agreements requiring the protection of such Confidential Information.
- b) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure.
- c) Return of Confidential Information. At any time upon the request of the Disclosing Party, or in the event of termination of this Agreement, the Receiving Party will return, or destroy as so directed by the Disclosing Party, all Confidential Information of the Disclosing Party, including all copies thereof and notes and other materials incorporating such Confidential Information, whether in physical or electronic form; provided, however, the Receiving Party shall not be required to return or destroy electronic copies that are automatically stored in accordance with Receiving Party's generally applicable backup policies and which are not reasonably accessible by the Receiving Party ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.
- d) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

### 6. Warranties; Disclaimers

- a) Mutual Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.
- b) ConnectWell Warranties. ConnectWell warrants to Customer that during the applicable Subscription Term the Subscription Service purchased by Customer will substantially perform in all material respects with this Agreement and the applicable Proposal and/or SOW. This warranty shall not apply to non-conformities, errors, or problems caused by acts within the control of Customer or any of its representatives, or arising from Customer's negligence or improper use of the Subscription Service, from unauthorized modifications made to the Subscription Service, from use of the Subscription Service in an unsupported operating environment or manner, or from interoperability issues arising from devices or equipment or browsers used by Customer to access the Subscription Service, or that arises from Customer's or any third party's software or systems (including Third Party Products).
- c) Customer Warranties. Customer warrants that it will not use the Subscription Service for unlawful purposes or in a manner that infringes or otherwise violates the rights of any third party.
- d) Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MATERIAL FROM CONNECTWELL IS OFFERED ON AN "AS IS" BASIS. NEITHER CONNECTWELL NOR ITS INFORMATION PROVIDERS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE ACCURACY OF THE INFORMATION, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT. IN NO EVENT SHALL CONNECTWELL OR ITS INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY CONNECTWELL OR ITS INFORMATION PROVIDERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM CONNECTWELL. INFORMATION FROM CONNECTWELL IS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE; HOWEVER, CONNECTWELL AND ITS INFORMATION PROVIDERS CANNOT AND DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION OFFERED. CONNECTWELL AND ITS INFORMATION PROVIDERS RESERVE THE RIGHT TO ADD OR WITHDRAW SOURCES AND ITEMS OF COVERAGE WITHOUT PENALTY.

### 7. Indemnification

- a) Indemnification by ConnectWell. ConnectWell will defend and pay Customer, its employees, directors and officers (the "Customer Indemnified Parties") from and against any and all costs, damages and expenses, including reasonable attorneys' fees (collectively, "Losses"), suffered or incurred by any Customer Indemnified Party, as a result of any claim brought by a third party ("Third Party Claim") against a Customer Indemnified Party alleging that the use of the Subscription Service and Content in accordance with the terms and conditions of this Agreement infringes any patent, copyright, trademark or trade secret right of such third party (an "Infringement Claim"). Without limiting the foregoing, in the event that the Subscription Service or any part thereof is likely to, in ConnectWell's sole opinion, or do become the subject of an Infringement Claim, ConnectWell may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, or (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) terminate the Agreement and any outstanding Proposals and refund to Customer Fees paid by Customer to ConnectWell for the infringing items in an amount prorated to reflect the period of time between the date

Customer was unable to use the Subscription Service due to such Infringement Claim and the remaining days in the current Subscription Term. ConnectWell shall have no liability for any Infringement Claim arising from (1) use of the Subscription Service in combination with any software, hardware, network or system not supplied by ConnectWell if the alleged infringement relates to such combination; (2) any modification or alteration of the Subscription Service (other than by ConnectWell), if the alleged infringement arises in connection with such modification or alteration; or (3) Customer's violation of applicable law or third party rights.

- b) Indemnification by Customer. Customer will defend and pay ConnectWell, its employees, directors, officers and information providers (the "ConnectWell Indemnified Parties") from and against any and all Losses, suffered or incurred by any ConnectWell Indemnified Party, arising from any Third Party Claim against an ConnectWell Indemnified Party alleging that Customer's use of the Subscription Service and/or Content beyond the license granted in this Agreement violates the rights of privacy or publicity of any third party, or infringes, violates or misappropriates any patent, copyright, trademark or trade secret right of any third party.
- c) Indemnification Conditions. The Parties' obligations under this Section 7 are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim subject to indemnification under this Section 7, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party. The rights and remedies set forth in this Section 7 are subject to the limitations and exclusions set forth in Section 8 below, and are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable Third Party Claim.

## 8. Limitation of Liability

- a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE (THE "LIABILITY CAP"), EXCEPT THAT: (I) LIABILITY ARISING OUT OF A BREACH OF THE OBLIGATIONS IN SECTION 5 (CONFIDENTIALITY) WILL INSTEAD BE LIMITED TO THE HIGHER LIMIT OF THREE TIMES (3X) THE LIABILITY CAP, (II) CUSTOMER'S BREACH OF SECTION 2.b) WILL NOT BE LIMITED BY THE LIABILITY CAP, AND (III) THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 WILL NOT BE LIMITED BY THE LIABILITY CAP. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- b) Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

## 9. Term and Termination

- a) Term of Agreement. This Agreement commences on the Effective Date and shall remain in effect until terminated in accordance with Section 9.c).
- b) Term of Subscriptions. Customer's access to the purchased Subscription Service shall commence on the start date specified in the relevant Proposal and continue for the Subscription Term specified on such Proposal.
- c) Termination. Either Party may terminate this Agreement and/or any Proposal by providing written notice to the other Party in the event (i) the other Party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach within thirty (30) days after receipt by the breaching Party of written notice specifying the breach, or provide the other Party with an acceptable plan for curing such breach within ten (10) days after receipt of such notice and thereafter curing such breach in accordance with such plan; (ii) a receiver, trustee, administrator, or administrative receiver is appointed for the other Party or its property; (iii) the other Party makes an assignment for the benefit of creditors; (iv) any proceedings should be commenced against the other Party under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within sixty (60) days from the date of commencement thereof; or (v) the other Party is liquidated or dissolved. In addition, a Party may terminate this Agreement by providing written notice to the other Party if there are no Proposals in effect for more than thirty (30) days, continuously.
- d) Effect of Termination. Expiration or termination of one Proposal shall not affect any other Proposals.
- e) Surviving Provisions. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 3, 4.c, 5, 8, 9 and 10. Termination or expiration of this Agreement shall not affect any obligation accrued or arising prior to such termination or expiration.

## 10. Miscellaneous Provisions

- a) Relationship. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties and ConnectWell will be considered an independent contractor when performing the Subscription Service hereunder.
- b) Customer Affiliates. An affiliate of Customer may purchase the Subscription Service subject to the terms of this Agreement by executing Proposals with ConnectWell hereunder. By entering into a Proposal hereunder, the affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- c) Entire Understanding. This Agreement (including all Exhibits, Proposals, and SOWs, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Proposal, the terms of such Proposal shall prevail. Notwithstanding any language to the contrary therein, all terms and conditions stated in any Customer purchase order or in any other ordering documentation (excluding Proposals) are hereby rejected. Such terms will not be deemed incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.

- d) Modification; Waiver and Cumulative Remedies. Except for ConnectWell's modification or update of the Subscription Service, or any policies as necessary to comply with applicable law, rules, regulations, no modification of this Agreement, and no waiver of any breach of this Agreement or right under this Agreement, is legally binding against the other Party unless in writing and signed or electronically accepted by both Parties. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity
- e) Arbitration; Governing Law; Venue. The parties hereto agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by final and binding arbitration in Alameda County, California (except for an action for interim equitable relief otherwise permitted under this Agreement and/or unless otherwise agreed by the parties), before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS (or its successor) pursuant to its Comprehensive Arbitration Rules and Procedures; provided, however, if the Parties mutually elect, the arbitration can be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures instead of its Comprehensive Arbitration Rules and Procedures. The arbitrator's decision shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof. The Parties will pay their own costs (including, without limitation, attorneys fees) and expenses in connection with such arbitration.
- f) Publicity. Any press release developed by a Party regarding this Agreement shall be subject to the prior written consent of the other Party, which shall not be unreasonably withheld. ConnectWell may identify Customer as a user of the Subscription Service by referencing Customer's name and logo, provided that such reference is consistent with Customer's generally applicable branding guidelines and that ConnectWell will cease making such references after receiving written notice from Customer to do so.
- g) Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, a Party may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- h) Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses first set forth in the Proposal(s). Notices to ConnectWell shall be addressed to the person accepting this Agreement and the applicable Proposal, with a copy to its Legal Department. Notices to Customer are to be addressed to its General Counsel. Either Party may change its address for notice by giving notice of such address change in the manner provided herein. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.
- i) Anti-Corruption. Customer acknowledges and agrees that it has not received or been offered any illegal bribe, kickback, payment, gift or thing of value from any ConnectWell employees, agent or representative in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. Customer will promptly notify ConnectWell if it offers or receives any such improper payment or transfer in connection with this Agreement.
- j) Force Majeure. Except for performance of a payment obligation, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. In the event any of the foregoing events results in ConnectWell not being able to provide the Subscription Service for a period of more than thirty (30) days, then either Party may terminate the Agreement upon written notice to the other Party.
- k) 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.
- l) All archive rights between ConnectWell and Customer terminate upon termination of this Agreement. At that time, Customer must delete all material from ConnectWell.

IN WITNESS WHEREOF, the duly authorized parties have executed this Agreement on the day and year last written below.

**CUSTOMER:** Chatham County

**CONNECTWELL, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dan Lamontagne

Name: Andrea Bloom

Title: County Manager

Title: Founder & CEO

Date:

Date: