

AGREEMENT

SOFTWARE FOR HEALING

This Agreement ("Agreement") is made and entered into by and between you, the Veteran Focused Nonprofit ("NONPROFIT", "Party" or "Parties") and ScerIS, Inc. ("SCERIS", "Party" or "Parties"). This Agreement will become effective on the date it is accepted.

RECITALS:

SCERIS is a company that develops software and provides systems and services to businesses and government agencies.

NONPROFIT provides services to veterans and/or veteran families.

The Parties agree as follows:

1 DEFINITIONS:

- 1.1 Product: Systems, Services and Document Conversion Services.
- 1.2 Systems: SCERIS software, third-party software, hardware and hardware maintenance, software maintenance, professional services and support services, designed to satisfy the Customer's needs.
- 1.3 Prospect: A business expressing an interest in the ScerIS Product.
- 1.4 Customer: A business that has entered into an agreement for systems and/or services from ScerIS

- 2 **TERRITORY**: NONPROFIT's rights under this Agreement exclude countries sanctioned by the United States. SCERIS reserves the right to appoint other NONPROFITs, resellers, distributors, value-added resellers, corporations, employees and the like without restriction as to the number and location serving this Territory.

- 3 **TERM**: The term ("Term") of this Agreement will commence on the Effective Date and will continue for one (1) year. This Agreement will renew automatically for additional one (1) year periods, unless terminated as defined in Section 10 (TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION).

4 RESPONSIBILITIES OF THE PARTIES:

- 4.1 During the term of this Agreement and in accordance herewith, each Party agrees to use its commercially reasonable best efforts to support the other Party on applicable opportunities.
- 4.2 NONPROFIT shall facilitate scheduling of initial meetings between Prospect and SCERIS. This process starts with the registration of the Prospect with SCERIS. SCERIS reserves the right, at its sole discretion, to determine if the Prospect represents a viable opportunity, and if not SCERIS may decline the initial meeting or registration.
- 4.3 SCERIS shall be responsible for the sales process including initial meetings, product demonstrations, system configurations, pricing, proposal development and contract development. All pricing and the application of price premiums, discounts and special programs applied to line item detail in any Customer contract are the basis for NONPROFIT compensation calculations and are determined exclusively by SCERIS, and SCERIS reserves the right, at its sole discretion, to determine prices, price premiums, price discounts and special programs for Products.
- 4.4 SCERIS does not make any assurances that NONPROFIT'S Prospects will turn into contracts.
- 4.5 SCERIS is responsible for delivering the Product represented by approved contracts and for billing the Customer according to the terms of customer contracts. SCERIS does not guarantee that approved contracts will result in billings to the customer.
- 4.6 SCERIS is responsible for calculating NONPROFIT's compensation and providing communication to the NONPROFIT about such calculations.
- 4.7 SCERIS's obligation hereunder to NONPROFIT is to timely pay NONPROFIT compensation according to the terms herein.
- 4.8 The Parties will at-all-times avoid misleading or unethical business practices relating to their marketing and demonstration of the Product and comply with all laws and regulations applicable to the conduct of their respective businesses as they relate to the relationship created hereunder.
- 4.9 The Parties agree to conduct business so as not to decrease the goodwill and reputation of the other Party, its products, services and trademarks.

5 COMPENSATION TO NONPROFIT FOR COMPLETED SALES: ScerIS shall pay NONPROFIT fees for completed sales to businesses introduced by NONPROFIT, calculated as follows:

- 5.1 Payment Timing and Reporting. Fee payments shall be made within thirty (30) days following the end of the month in which ScerIS receives payment from the Customer. Payments will be made via electronic funds transfer (EFT) to an account designated in writing by NONPROFIT, unless another method is mutually agreed upon in writing. The report shall include all Customers with orders qualifying for fees to NONPROFIT with project status. Each report includes:
 - 5.1.1 Customer demographics
 - 5.1.2 A summary of the qualifying transaction(s)
 - 5.1.3 The type of software engagement
 - 5.1.4 Expected fee calculation (for in-process transactions)
 - 5.1.5 Gross proceeds received from the Customer for eligible Products
 - 5.1.6 Applicable calculations and deductions
 - 5.1.7 The resulting fee due to NONPROFIT
 - 5.1.8 Estimated date of fee payment

- 5.2 Fee Basis and Eligible Products. Fees are calculated for ETCETERA® software line item(s) represented in product invoices in the initial purchase transaction between Customer and ScerIS. The fee base explicitly excludes white-labeled software, third-party software, hardware and hardware maintenance, software maintenance, hosting services, outsourced services and technical support.
 - 5.3 Fee Calculation by Engagement Type. Customers may acquire the ETCETERA® software through one of three engagement types: Software License, Software Subscription and SaaS Subscription. The fee due to NONPROFIT, prior to Permissible Deductions pursuant to Section 5.4, is determined by calculating the portion of the sale of qualified ETCETERA® software line items attributable to the software less a 30% deduction to account for software development costs. The resulting effective percentages, applied to the total software line-item price, are as follows:
 - 5.3.1 Software License: 70% of selling price (100% of the selling price is the portion attributable to the software)
 - 5.3.2 Software Subscriptions: 40% of selling price (56% of the selling price is the portion attributable to the software)
 - 5.3.3 SaaS Subscription: 20% of selling price (28% of the selling price is the portion attributable to the software)
 - 5.4 Permissible Deductions. In calculating net proceeds for the purpose of determining fees due to NONPROFIT, ScerIS may deduct certain direct costs associated with closing and supporting the Customer transaction. These deductions shall be proportional to all items in the sale and shall be clearly itemized in the monthly report provided to NONPROFIT pursuant to Section 5.1. These permissible deductions may include, but are not limited to:
 - 5.4.1 Financing fees related to third-party financing arrangements.
 - 5.4.2 Legal or contractual fees directly related to the Customer transaction.
 - 5.5 SCERIS reserves the right to allow multiple registrations for the same Prospect. In the event SCERIS allows multiple registrations, SCERIS, in its sole discretion, shall determine how the Compensation amount will be divided among the registering NONPROFITS.
- 6 ACCOUNT REGISTRATIONS:** A Prospect booked by the NONPROFIT and accepted by SCERIS will serve as a completed registration. An active Prospect is one expressing an ongoing interest in purchasing a ScerIS Product. Such validation will hold the registration of the Prospect by the NONPROFIT for up to six months from the date of the initial registration. The registration of a Prospect that becomes inactive or declines to buy will immediately expire.
- 6.1 To register a Prospect, NONPROFIT must complete and submit the online New Prospect Registration and Meeting Request form.
 - 6.2 NONPROFIT will be notified by SCERIS of accepted or rejected Meeting Requests and Registrations, and if rejected SCERIS will provide the reason for the rejection.
- 7 DISPUTES ABOUT PROSPECT REGISTRATIONS:** SCERIS reserves the right to make final decisions regarding disputes about registrations. NONPROFIT agrees to accept SCERIS's decisions with an attitude of trust. NONPROFIT may make one written appeal using SCERIS's Appeal Form and will not challenge the final decision in any manner, whether by arbitration or litigation or any other manner.
- 8 NATURE OF THE RELATIONSHIP CREATED BY THIS AGREEMENT:** The Parties shall act as independent entities and the employees of one shall not be deemed the employees of the other. Nothing contained in this Agreement shall be interpreted as constituting either Party as the partner of the other Party, as conferring upon either Party the power or authority to bind the other Party in any transaction with third parties or as creating a formal business organization of any kind.
- 9 CONFIDENTIALITY, NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION:**
- 9.1 This Agreement is a confidential document and there may be confidential information disclosed to the NONPROFIT from time to time, and the NONPROFIT may have access to, confidential and/or proprietary information belonging to SCERIS or to its subsidiaries, affiliates, customers, clients, business partners or employees and such information may be related to these parties' respective services and products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information, customer and supplier contracts and needs, sales lists, customer lists, prospective customer names or lists, sources of supply, technology, software, computer programs and other documentation, computer systems, inventions, developments, trade secrets of every kind and character, information designated by any of these parties as being proprietary or confidential and all other information that might reasonably be deemed confidential ("Confidential Information"). The obligation of confidentiality under this Agreement shall not apply to information which is already known by NONPROFIT or is publicly available at the time of disclosure; is disclosed to NONPROFIT by a third party who is not in breach of any obligation of confidentiality; becomes publicly available after disclosure through no act of recipient; or is independently developed by NONPROFIT without reference and by individuals who did not directly or indirectly receive any confidential information or other information that was disclosed in confidence to any third party.
 - 9.2 NONPROFIT agrees that it will release confidential information only to an employee who has need of such information. The term "employee" may include any consultant or any person not in a master-servant relationship with the NONPROFIT, who is, however, under a written agreement binding himself to the confidentiality provisions set forth herein.
 - 9.3 If the NONPROFIT receives notice indicating that it may or shall be legally compelled to disclose any confidential information, it shall provide SCERIS with prompt notice so that SCERIS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained for whatever reason, or SCERIS waives compliance with the provisions of this Agreement, then the NONPROFIT shall furnish only that portion of the information in respect of which it is advised by written opinion of counsel that it is required to disclose.
 - 9.4 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of three years from the termination of this Agreement.
- 10 TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION:** Both Parties acknowledge and agree that this Agreement is entered into on an "at-will" basis and can be terminated at any time with or without cause by either Party.
- 11.2 Either Party may terminate this Agreement with or without cause and such termination will become effective upon Ten (10) days of a written notice of an intention from one Party to the other Party to terminate this Agreement. Termination by either Party shall not impact the obligation of SCERIS to NONPROFIT for payment obligations to NONPROFIT for Prospects that became or become

Customers.

- 11.3 Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall be liable to the other by reason thereof either for compensation or damages of any kind or character whatsoever, whether on account of the loss by either party of present or prospective profits or compensation on sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of the other.
- 12 **LIMITATIONS OF LIABILITY:** For any claim NONPROFIT brings against SCERIS, SCERIS's liability shall not exceed the lesser of (i) NONPROFIT's actual damages caused by the breach; or (ii) the calculation of compensation as described in Section 5 (COMPENSATION TO NONPROFIT FOR COMPLETED SALES) for an individual transaction tied to the claim or (iii) \$25,000 (twenty-five thousand dollars). IN NO EVENT SHALL SCERIS BE LIABLE TO NONPROFIT OR THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF SCERIS HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 13 **E-SIGN CONSENT AGREEMENT:**
 - 13.2 This SCERIS E-Sign Consent Agreement allows SCERIS to provide NONPROFIT with electronic versions of notices, disclosures and other communications in connection with the products SCERIS offers and agreements entered into between SCERIS and NONPROFIT.
 - 13.3 NONPROFIT's electronic signature has the same effect as if signed in ink.
- 14 **GENERAL TERMS:**
 - 14.2 Publicity. Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning his efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain the prior written approval of the other Party.
 - 14.3 Use of SCERIS Brands: Use of SCERIS brands, trademarks and other proprietary property by the NONPROFIT shall be limited to guidelines published by SCERIS which may be updated by SCERIS at any time and without notice.
 - 14.4 Entire Contract. This Agreement (including subsequent attachments and amendments) contains the entire agreement between the Parties and replaces all prior oral or written proposals, contracts, agreements, representations and communications between the Parties with respect to the subject matter of this Agreement. All information furnished as a part of this Agreement, including this Agreement, represents confidential information.
 - 14.5 Amendments. This Agreement may be modified by SCERIS provided that the amendment or modification is made with all NONPROFIT Agreements. Otherwise, no amendment or modification of this Agreement shall be made except by an instrument in writing signed by both parties and clearly marked as amendment or modification.
 - 14.6 Governing Law. This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (Commonwealth), excluding the Commonwealth's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding the Commonwealth's choice-of-law principles. In any legal action relating to this Agreement, both parties agree to the exclusive jurisdiction over it by a state or federal court in Middlesex County, Massachusetts, USA.
 - 14.7 Disputes: Any dispute, controversy or claim (hereinafter "disputes") arising from or relating to this Agreement or any breach or threatened breach thereof shall be resolved by following an escalation procedure. The Parties shall attempt to resolve any disputes as to the interpretation of this contract or as to the performance of either party hereunder. If they cannot resolve such dispute within thirty (30) calendar days, they shall refer the matter to the parties' respective chief executive official, who shall attempt to resolve the dispute. In any action or proceeding between the Parties, or brought to enforce the terms of this Agreement, the prevailing party in such action or proceeding shall NOT be entitled to recover its attorneys' fees and court costs.
 - 14.8 Severability. If any provision of this Agreement shall be held to be unenforceable, such holding shall not affect the enforceability of any other provisions hereof.
 - 14.9 Notices. All notices or other communications hereunder shall be in writing, sent by air or express mail, and shall be deemed given if (i) delivered or mailed by registered United States air mail, return receipt requested, or (ii) sent by the courier, to the address set forth above.
 - 14.10 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts shall include, but not be limited to, acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, earthquakes, or other disasters.
 - 14.11 No Assignment. Neither this Agreement nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by operation of law or otherwise by the NONPROFIT without the prior written consent of SCERIS. Any attempt without such permission to assign any rights or delegate any duties or obligations under this Agreement will be void.
 - 14.12 Judicial Modifications. If any provision or any portion of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be excessive or unenforceable in any circumstance or to any extent, then the remainder of this Agreement and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity. THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN.
 - 14.13 Reporting. The Parties shall maintain full, clear and accurate records with respect to each and every proposal, implementation, service, invoicing and receipt of payment from Customers.
 - 14.14 Waiver of Terms. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
 - 14.15 Binding Effect. This Agreement shall be provided to and binding upon the Parties (NONPROFIT and SCERIS) and their successors and assigns.
 - 14.16 Headings. The headings of articles and the sections are included solely for convenience of reference. If any conflict between any heading and the text of the Agreement exists, the text shall control.
 - 14.17 Representation and Authority. This Agreement has been duly authorized, executed and delivered by the Parties, and constitutes a

legal, valid and binding obligation of the Parties, enforceable against each in accordance with its terms. SCERIS has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement. NONPROFIT has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement.