softserve

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made effective as of the last date of signature below (the "Effective Date"), by and between **Lubbock Regional MHMR Center DBA StarCare Specialty Health System**, a Certified Community Behavioral Health Clinic, having its principal place of business at PO Box 2828, Lubbock, TX 79408 USA ("Client"), and **SoftServe, Inc.**, a Delaware corporation, having its principal place of business at 12800 University Drive, Suite 410, Fort Myers, FL 33907 and its affiliates ("SoftServe") (each a "Party" and together the "Parties").

Preliminary Statement

Client desires to obtain from SoftServe software development and maintenance services, as well as other technical and service support, and SoftServe agrees to provide these services for Client, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Client and SoftServe agree as follows:

1. Agreement to Provide Services

(a) Client hereby retains SoftServe to perform during the term of this Agreement, services to design, develop, test (QA) and maintain software in accordance with the specifications described in one or more Statements of Work (each a "SOW") as exchanged and endorsed in writing between the Parties during the Term of this Agreement. SoftServe agrees to perform said services in accordance with the SOW, subject to the terms and conditions contained herein. The term of a SOW shall cover the period of time described in the SOW for the performance of all of the work to be performed thereunder.

(b) In addition and not by way of limitation to the services described above, SoftServe shall: (i) develop Client's products and maintain them in accordance with specifications and approved coding conventions from time to time provided by Client to SoftServe; (ii) keep Client informed about on-going activities and deliveries; (iii) provide Client with status reports containing a description of all activities completed in a manner as to be agreed by the Parties; and (iv) provide delivery of source code on terms agreed by Parties, together with a script that can be run to prove that all code can actually be compiled and properly executed.

(c) To the extent that a SOW requires SoftServe to provide any Deliverables (as defined herein below) to Client, SoftServe shall deliver to Client the Deliverables in accordance with the SOW and any acceptance process described in such SOW. All SOWs will contain a description of the acceptance process. For the purposes of this Agreement "Deliverables" shall mean any materials, information, work product developed by SoftServe or modified by SoftServe in the course of performing a SOW, to include, but not limited to software, enhancements, revisions and source code.

2. Changes to Specifications

(a) Material change requests by Client to Deliverable specifications in the SOW will be presented to SoftServe and discussed promptly by the Parties. SoftServe and StarCare will jointly determine the impact of the change request to the schedule, cost and resources.

(b) If both SoftServe and StarCare agree that the change request requires additional SoftServe resources, then an executed Change Authorization or other written agreement approved and signed by both parties is the only means of modifying a SOW. The most recent Change Authorization will modify

and take precedence over any inconsistent terms of either the SOW or any previous Change Authorizations.

3. Pricing and Payment Terms

(a)   Subject to the terms and provisions contained herein, Client agrees to pay SoftServe under the terms of the specific SOWs.

(b)   The terms described in the immediately preceding paragraph does not include any expenses for special hardware and/or software. It is anticipated that there will be an extra charge for special hardware and/or software needed for a project, and any such additional costs will be discussed and negotiated in advance for every specific case and will not be owed by Client unless approved in writing by Client prior to the expenditure being incurred.

(c)   Unless different payment terms are set forth in the applicable SOW, SoftServe shall bill Client at the beginning of each month. Payment for all such non-disputed billings shall be due and payable within thirty (30) days after the invoice is received. All payments not made when due will incur a late fee of 1% monthly. If all or any part of an undisputed billing is not paid within thirty (30) days after the invoice is received, SoftServe will provide Client with written notice of such failure; then if the undisputed billing is not paid within fifteen (15) days of receipt of such notice the Agreement shall be deemed to be in default.

(d)   Whenever Client disputes an invoice, Client will deliver a Dispute Notice pursuant to section 18 (a) of this Agreement. If only part of an invoice is in dispute, Client will pay the undisputed amount of the invoice without delay.

(e)   All fees are exclusive of all state and local sales or equivalent taxes unless explicitly stated otherwise. Client shall pay all federal, state or local sales and other indirect taxes on performance of this Agreement in any jurisdiction, excluding any taxes based on SoftServe's income, property, personnel, or procurement of goods or services. If Client asserts a tax exemption, Client will provide sufficient supporting documentation to SoftServe.

4. Proprietary Rights

(a)   Provided that Client makes full and complete payment owed hereunder to SoftServe for its performance of a Deliverable, (i) the Deliverable code will constitute a work made for hire within the meaning of Title 17 of the United States Code and will be assigned to and owned by Client and (ii) ownership of all derivative works with respect to code Deliverables shall vest in Client. Each Party shall act as the other Party may reasonably require for the purpose of preserving or perfecting such intellectual property rights and title therein.

(b)   SoftServe shall notify Client of any infringement or unauthorized use of any software and software derivative product owned by Client of which it becomes aware, and shall cooperate fully to take all actions necessary to terminate such infringing or unauthorized use.

(c)   Independent of this Agreement, SoftServe has developed and during the term of this Agreement will continue to develop confidential computer coding methods, know-how, processes, data, compositions, applications, technology, inventions, and related embodiments which are owned by SoftServe as its trade secrets (collectively, "the SoftServe Method Intellectual Property"). SoftServe retains all right, title and interest in and to the SoftServe Method Intellectual Property. To the extent any SoftServe Method Intellectual Property is embodied in any Deliverable, SoftServe hereby grants a perpetual, irrevocable, worldwide, royalty-free, non-exclusive sublicenseable right and license to Client for the use of such SoftServe Method Intellectual Property in Deliverables.

5. Term; Termination; Provisional Remedies

(a)   Term. This Agreement will become effective as of the Effective Date and will remain in effect for an initial period of twelve (12) months or until terminated as provided herein ("Term"). At the end of each twelve-month period of this Agreement the Term shall automatically be extended for additional term of twelve (12) months unless either Party gives the other written notice thirty (30) days prior to the end of that twelve-month period of its intention not to extend this Agreement. Notwithstanding the foregoing, this Agreement may be earlier terminated in accordance with section 5 (b) thereof.

(b)   <u>Termination; Provisional Remedies</u>.

(i)   Either Party may terminate this Agreement without a showing of cause by providing the other Party with at least ninety (90) days written notice.

(ii)   If a Party breaches any material obligation under this Agreement, and such Party fails to cure the breach to the non-breaching Party's satisfaction within thirty (30) days after receipt of the non-breaching Party's written notice to cure, the non-breaching Party is permitted to mitigate its harm from the breach by any of the following, in the discretion of the non-breaching party: (a) suspend or terminate the non-breaching Party's performance under any SOW; (b) condition the non-breaching Party's continuing performance on payment of an unpaid invoice or other account arrearage and/or provision of a third-party guarantee of payment or advance payment prior to completion and release of remaining Deliverables.

(iii)   Either Party may terminate this Agreement (including all SOWs) immediately by written notice to the other if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is liquidated, voluntarily or otherwise.

(c)   <u>Effect of Termination</u>. Except as provided in Section 20, upon such termination all rights and duties of the Parties toward each other shall cease except that Client shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to SoftServe for Services completed prior to the termination date in accordance with the provisions of Section 1 and 3 hereof.

6.   Confidentiality

SoftServe will keep confidential Client's confidential information, activities and communications of SoftServe and Client in the course of performing a SOW, and Deliverables. All nonpublic data that is submitted by Client to SoftServe pursuant to this Agreement will be safeguarded. Client will supply to SoftServe a summary of Client's procedures and protocols for the preservation of confidentiality, including any agreements proposed for execution by SoftServe personnel for that purpose. Client and SoftServe will cooperate in good-faith in the implementation of reasonable and necessary confidentiality protections for Client's confidential information. SoftServe will acquire no rights in Client's confidential information. Following the end of the Term, SoftServe will not retain any of Client's confidential information except as embodied in Deliverable software code, which will be securely stored as evidence of SoftServe's performance under this Agreement.

SoftServe will not:

(a)   disclose Client's confidential information to any third party except and unless upon the specific instruction or consent of Client;

(b)   use Client's confidential information for any purpose other than Deliverables'

(c)   assist any third party in making commercial use of Client's confidential information, except and unless upon the specific instruction or consent of Client.

SoftServe will ensure that SoftServe employees, agents and subcontractors access Client's confidential information only on a need-to-know basis for the purpose of this Agreement and are made aware of the requirements of confidentiality set forth in this Agreement.

If Client's confidential information is required to be disclosed by law, subpoena, court order or other governmental authority, SoftServe will (i) deliver prompt written notice of such requirement so that Client may seek a protective order or other appropriate relief; and (ii) will disclose only that information required to be disclosed by law, subpoena, court order or other governmental authority.

Notwithstanding the foregoing, Client grants a right to use its name, logo, trademarks and other marks in SoftServe promotional, advertising, instructional or reference materials.

In respect to SoftServe's confidential information, Client shall be bound and perform the same obligations hereto.

The Parties' obligations of confidentiality shall be effective as of the Effective Date and shall remain in effect until the Agreement is terminated or expires under its terms. The Parties' obligations will continue for a three-year period thereafter.

7.   Trade Secrets

Each Party agrees to hold in strictest confidence the other Party's trade secrets, including proprietary research and development, strategic plans, customer lists, employee information, and operations. In the event of breach of this section 7, the non-breaching Party shall be entitled to injunctive relief for the return and protection of its proprietary information.

8.   Independent Contractor

SoftServe's relationship with Client is that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, agency, joint venture or employment relationship.

9.   Non-Solicitation

(a)   During the Term of this Agreement, as defined in Section 5(a), Client promises to refrain from recruitment of SoftServe personnel performing any SOW hereunder to separate from SoftServe and enter into an employment or contractor relationship with Client or any affiliate of Client ("In-Term Retention"). The objective of this restriction is to prevent disruption of service teams during SoftServe's performance hereunder. In the event of an In-Term Retention, Client will pay SoftServe the greater of US$200,000 or a twenty-five percent surcharge on each SOW that is open during or after the date of the In-Term Retention, as compensation for the resulting disruption and cost increase to SoftServe.

(b)   During the one-year period beginning at the end of the Term, in the event that Client recruits SoftServe personnel who have participated in a SOW hereunder to separate from SoftServe and enter into an employment or contractor relationship with Client or any affiliate of Client, Client will pay SoftServe the greater of US$200,000 or the recruit's annualized SoftServe salary for each recruit from SoftServe, in reimbursement for SoftServe's investment in the professional development of the recruit.

(c)   Client acknowledges and agrees that SoftServe personnel possess confidential information and proprietary know-how belonging to SoftServe. In the event that a SoftServe employee or contractor separates from SoftServe and enters into an employment or contractual relationship with Client or any affiliate of Client, SoftServe will be entitled to injunctive relief, without necessity for bond or demonstration by SoftServe of probability of irreparable harm, to bar the employee or contractor from employing or making available any of SoftServe's confidential information and proprietary know-how to or for the benefit of Client or any affiliate and to bar Client and any affiliate from receipt or possession of same.

10.   Representations and Warranties

a. **By Client**. Client represents and warrants to SoftServe that:

    i. Client is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Texas;

    ii. Client has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

    iii. The execution, delivery and performance of this Agreement by Client has been duly authorized by Client;

    iv. Client is in compliance with all laws applicable to the services and has obtained all applicable permits and licenses required of Client in connection with its obligations under this Agreement; and

    v. Client has the full right and power to supply, modify, and direct the modification of all software, source code, confidential information, and equipment made available by Client to SoftServe for the performance of the SOW (the "Client Materials").

b. **By SoftServe**. SoftServe represents and warrants to Client that:

    i. SoftServe is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware;

    ii. SoftServe has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

    iii. The execution, delivery and performance of this Agreement by SoftServe has been duly authorized by SoftServe;

    iv. SoftServe is in compliance with all Laws applicable to SoftServe's obligations under this Agreement and has obtained all applicable permits and licenses required of SoftServe in connection with its obligations under this Agreement;

    v. The software developed by SoftServe under this Agreement will not infringe upon the proprietary rights of any third party (except as may have been caused by a modification by Client).

c. **Disclaimer.** Except as specified in this section 10 and section 11, neither Client nor SoftServe makes any other warranties with respect to the services or the systems and each explicitly disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a specific purpose.

11. **Additional Covenants**
a. **By Client**. Client covenants and agrees with SoftServe that during the Term of this Agreement:

    i. Client will comply with all laws applicable to and impact Client's business and, will obtain all applicable permits and licenses required of Client in connection with its obligations under this Agreement; and

    ii. The Client Materials will not infringe upon the proprietary rights of any third party.

b. **By SoftServe**. SoftServe covenants and agrees with Client that during the Term of this Agreement:

    i. SoftServe will at all times use qualified individuals with suitable training, education, competence and skill to perform the services;

    ii. SoftServe will comply with all laws applicable to SoftServe and will obtain all applicable permits and licenses required of SoftServe in connection with its obligations under this Agreement;

iii. SoftServe will be solely responsible for the acts and omissions of SoftServe and its employees and contractors, except those acts or omissions of Client;

iv. SoftServe will use all reasonable endeavors to ensure that no viruses or similar items are knowingly coded or introduced into any Deliverable and, in the event a virus or similar item is found to have been introduced into a Deliverable, SoftServe will use reasonable efforts to assist Client in reducing the effects of the virus or similar item and, if the virus or similar item causes a loss of operational efficiency or loss of data, to assist Client to the same extent to mitigate and restore such losses; and

v. Without the consent of Client, SoftServe will not knowingly insert into a code Deliverable any code that would have the effect of disabling or otherwise shutting down any computer function. SoftServe further covenants that, with respect to any disabling code that may be part of a code Deliverable, SoftServe will not invoke such disabling code at any time, including upon expiration or termination of this Agreement, without Client's consent.

12.   Indemnities
a.   **Indemnity by Client.** Client will defend and indemnify SoftServe from liability or litigation expense due to a third-party suit, claim, or proceeding against SoftServe with respect to:

i   Alleged infringement by Client Materials or specifications of the SOW;

ii   Breach of a representation, warranty, or covenant made by Client under this Agreement;

iii   Breach by Client of Section 6 (Confidentiality); and

iv   Breach by Client of any of the covenants in Section 11.a (Additional Covenants).

b.   **Indemnity by SoftServe.** SoftServe will defend and indemnify Client from liability or litigation expense due to a third-party suit, claim, or proceeding against Client with respect to:

i   Alleged infringement by a Deliverable (except as may have been caused by a specification or modification by Client);

ii   Relating to breach of any representation, warranty or covenant made by SoftServe under this Agreement;

iii   Relating to a breach by SoftServe of Section 6 (Confidentiality); and

iv   Relating to a breach by SoftServe of any of the covenants in Section 11.b (Additional Covenants).

c.   **Indemnification Procedures**. The indemnity obligations are subject to the following: (i) the Indemnified Party must promptly notify the Indemnifying Party, in writing, of the suit, claim or proceeding or a threat of a suit, claim or proceeding; (ii) at the Indemnifying Party's reasonable request and expense, the Indemnified Party must provide the Indemnifying Party with reasonable assistance for the defense or settlement of the suit, claim or proceeding; and (iii) the Indemnifying Party has sole control of the defense of any suit, claim or proceeding and all negotiations for settlement or compromise.

13.   Client's Obligations
Client acknowledges that the completion of various parts of the Deliverables under this Agreement, SOW, Change Order, etc. may depend on and require Client's commitment of certain resources or giving the access to resources controlled by Client. Client agrees to provide or give access to such resources and to timely complete and fulfill its required actions in order for SoftServe to be able to fully comply with its obligations under this Agreement. Client is responsible for managing access of SoftServe's associates to such resources. Client's failure to provide or give access to such resources and to timely fulfill such obligations shall not constitute a basis for the retention of payments and/or

allegations of breach of contract by SoftServe. Client acknowledges that SoftServe shall not be liable to Client or any third party for any claims arising out of or relating to loss of data, or interruption or loss of use of the resources provided by Client to SoftServe, or to which SoftServe has been given access by Client, or due to inconsistencies in access rights granted by Client, unless otherwise agreed in writing by the Parties.

14. Force Majeure

No liability shall result from the non-performance of any obligation under this Agreement caused by circumstances beyond the control of the non-performing Party including, without limitation, natural catastrophes, extreme weather conditions, fire, war, strikes, hostilities, acts of terrorism, civil unrest, governmental interference, and embargoes (collectively, "Force Majeure") for that period commencing from the time at which notice of the existence of the Force Majeure is given by the non-performing Party and terminating when the Force Majeure has ended or would have ended had the non-performing Party taken those steps which it could reasonably have been expected to take to overcome the Force Majeure provided it could be overcome. The Force Majeure shall automatically extend the period for performing the obligation under this Agreement of the non-performing Party. If a Force Majeure continues for more than 3 (three) months, either Party may terminate this Agreement as to the SOW relating to services not yet delivered.

15. Limitation of Liability

Under no circumstances shall SoftServe have any liability to Client for any claim arising under this Agreement (including any claim under Section 12 (b) in excess of the amount paid to SoftServe by Client under the specific SOW from which liability is claimed to have arisen. Client's sole damage remedy for an allegation of breach by SoftServe of a Deliverable will be, upon rightful rejection of the Deliverable, a claim for refund of amounts paid by Client to SoftServe for the rejected Deliverable. Neither Party hereto shall have any liability for consequential, incidental, special, or indirect damages (including, without limitation, loss of profit and business opportunities) regardless of whether the Party has been advised, or is aware, of the possibility of such damages. Each Party acknowledges that the foregoing limitations are an essential element of the Agreement between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

16. Loss Mitigation

As a material provision of this Agreement, the Parties hereto agree to act in a manner that will serve to mitigate any and all losses that may be incurred by the other Party through the timely communication of any and all issues that may arise during the performance of services under this Agreement.

17. Non-Exclusive Engagement

SoftServe reserves the right to offer services of any kind or nature whatsoever to any person or entity as SoftServe in its sole discretion, deems appropriate. Client acknowledges that this is a non-exclusive agreement, and Client is aware that SoftServe markets its services to other Clients. No provision of this Agreement shall be construed as limiting or prohibiting SoftServe's performing similar services for any other Client.

18. Dispute Resolution

(a)   **Mediation**. Either Party may, by written notice to the other Party detailing the points of dispute ("Dispute Notice"), request that the Dispute Notice be addressed by good faith negotiations between

qualified senior representatives of the Parties within twenty (20) days from the date of the Dispute Notice. If the designated officers are not able to resolve the dispute within that twenty (20) day period, or any agreed extension, they will confer with respect to the possibility of resolving the matter through non-binding mediation with a certified mediator in Tampa, Florida or such other location as the parties may agree, said mediation to be completed within sixty days of the date of the Dispute Notice. The Parties will participate in any mediation sessions in good faith in an effort to resolve the dispute in an informal and inexpensive manner. All expenses of the mediator will be shared equally by the Parties. Pending the foregoing dispute resolution steps, each Party will be entitled in its sole discretion to suspend its performance under this Agreement in order to mitigate its risk of harm.

(b)   **Account Collection**. In the event that the nonpayment dispute is not resolved by the earlier of the eightieth day after the Request Date, or thirty days prior to the expiration of any applicable statute of limitations, SoftServe may in its sole discretion elect to commence collection steps (whether by litigation, assignment of the account for collection, or otherwise) in any jurisdiction in which Client is a registered business. In any collection litigation between the Parties (including any asserted counterclaim or defense to payment), the prevailing party will be reimbursed by the non-prevailing party for the prevailing party's attorney fees and litigation costs.

(c)   **Arbitration.** Excluding claims determined pursuant to an action for Account Collection under section 18 (b), any action for damages pursuant to this Agreement will be adjudicated exclusively by arbitration conducted by the American Arbitration Association ("AAA") before one arbitrator, to be conducted in Tampa, Florida or such other location as the Parties may agree under AAA's Commercial Arbitration Rules and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., such arbitration to be final, conclusive, and binding. No person may be appointed as an arbitrator unless he or she is independent of the applicant and respondent, is skilled in the subject matter of the dispute, and is not in competition with the business of the Parties.

(i)   To commence arbitration pursuant to this Agreement, a Party will serve a written arbitration demand (the "Demand") on the other Party and at the same time submit a copy of the Demand to AAA, together with a payment of AAA's arbitration filing fee. The Demand will describe the dispute in sufficient detail to advise the respondent of the nature of the dispute, and state the damages requested. Within thirty (30) days after receiving the Demand, the respondent will mail to the claimant a written response to the Demand (the "Response"), including any counterclaim and damages claimed, and submit a copy of the Response to AAA, together with any standard fee required by AAA from the respondent.

(ii)   Promptly after service of the Response, the Parties will confer in good faith to attempt to agree upon a suitable arbitrator. If the Parties are unable to agree upon an arbitrator, AAA will select an arbitrator with expertise in the subject matter of the dispute.

(iii)   Notwithstanding the choice-of-law principles of any jurisdiction, the arbitrator will be bound by and will resolve all disputes in accordance with the substantive law of the State of Delaware, U.S. federal law as applicable, and all U.S. federal rules relating to the admissibility of evidence and relevant privileges.

(iv)   The arbitrator, in the exercise of the arbitrator's sole discretion, will have authority to award reasonable attorneys' fees, costs, and expert witness fees to the prevailing Party.

(v)   Notwithstanding the foregoing, any Party may seek or assert entitlement to injunctive relief or specific performance in a court of competent jurisdiction as an initial matter and shall have no prior obligation to establish in arbitration the entitlement to injunctive relief or specific performance.

19.   Affiliates
Affiliates of the Parties may enter into SOW with each other. The execution of such SOW shall create

a separate contract between the Affiliates for the supply of the relevant services on the terms of the SOW and this Agreement, with the Affiliates having agreed to the terms of this Agreement.

An "Affiliate" with respect to either Party shall mean any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party.

20.   Survival

The obligations of Sections 3, 4, 5c, 6, 9, 11, 12, 15, and 17 through 30 will survive termination of this Agreement.

21.   Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered personally or by overnight courier, addressed as follows:

(a) If to Client:

StarCare Specialty Health System

PO Box 2828

Lubbock, TX 79408

Attn: Jason Cannaday

(b) If to SoftServe:

SoftServe, Inc.

12800 University Drive,

Suite 410, Fort Myers, FL 33907

Attn: Harry Propper

With a copy to: Legal@softserveinc.com

Any Party hereto may specify in writing a different address for such purposes by notice to the other Party. Notices shall be deemed to have been delivered upon the earlier of actual receipt or the second business day following the day notice is given by overnight courier.

22.   Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23.   Choice of Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to any laws of conflicts, and the Copyright Act of the United States.

24.   Severability

If any term or condition of this Agreement should be held invalid in any respect by a court, arbitrator or tribunal of competent jurisdiction, such invalidity shall not affect the validity of any other term or condition hereof. The Parties hereto acknowledge that they would have executed this Agreement with any such invalid term or condition excluded. If any term or condition shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

25.   Counterparts

This Agreement may be originally executed and amended or modified by facsimile, by signatures attached to electronic communications, and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement.

26.   Entire Agreement

This Agreement supersedes any and all prior agreements between the Parties regarding the subject matter hereof. This Agreement may be amended or modified from time to time, including the amendment or modification of one or more work schedules or change orders to the SOW; provided, however, no amendment, modification or waiver of any provision of this Agreement, including, without limitation, any work schedule or change order to the SOW, shall be effective unless it is in writing and signed by Client and SoftServe.

27.   Headings

The headings set forth in this Agreement are for convenience only and do not qualify or affect the terms or conditions hereof.

28.   Preliminary Statement

The Preliminary Statement is incorporated herein by this reference and made a part hereof.

29.   Attorneys' Fees

In the event of any litigated dispute hereunder, the prevailing Party shall be entitled to recover, in addition to any and all other remedies, which shall be cumulative, the reasonable attorneys' fees, expenses, and costs which it incurs as a result thereof.
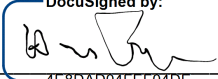
30.   Construction

This Agreement shall not be construed more strictly against any Party hereto by virtue of the fact that the Agreement may have been drafted or prepared by such Party or its counsel, it being recognized that all of the Parties hereto have contributed substantially and materially to its preparation and that this Agreement has been the subject of and is the product of negotiations between the Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have executed this Agreement, as the day and year last below written.

StarCare Specialty Health System   **SoftServe, Inc.**

By: *Beth Lawson*   By: (signature)
    29D87C92FE6F473...   4E8DAD04FEF04DE...

Name: Beth Lawson   Name: Harry Propper

Title: CEO   Title: Authorized Representative

Date: 9/14/2023   Date: 9/18/2023

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[1.2022]

Appendix A
Statement of Work #1
pursuant to the Master Services Agreement
executed on September 1, 2023 ("MSA")
With Lubbock Regional MHMR Center DBA StarCare Specialty Health System

1   General

This Statement of Work ("SOW") is governed by, incorporated into, and made part of the terms and conditions of the MSA. In the event of any conflict between this SOW and the MSA, the SOW will prevail solely to the extent of that inconsistency.

2   Scope of Work

SoftServe shall support development enhancements for StarCare's SmartCare application, reporting, data management, analytics solutions, and other recommendations for StarCare's Technology and Infrastructure needs. A description of the enhancement work is listed below:

- EHR compliance and optimization
    - Workflow automation and optimization
    - Digitize encounter forms/intake forms
    - Upgrade Support to versions identified by StarCare
    - Upgrade Features Optimization
- Enhancement Process
    - Each enhancement request will create a user story in the work management system (i.e., StarCare's Jira) and be added to the backlog.   The Softserve resources will work closely with StarCare to do the following:
    - Working with Rob Beckham and Wendy Potitadkul as the SmartCare product owners, Softserve will implement SmartCare enhancements and resolve bugs and other tasks from StarCare's SmartCare backlog. This work includes:
        - Implementing new screens/forms and documents based on StarCare's specifications/requirements and enabling access through banners and navigation updates, upgrade support, and upgrade functionality optimization. The technologies used will be Microsoft SQL Server/T-SQL, ASP.NET, and HTML/CSS/JavaScript. The application is a proprietary app managed by Streamline Healthcare Solutions.
        - Implement ETL processes to transfer data to SmartCare.
        - As applicable, add new global codes and re-codes for relevant fields.
        - Follow StarCare's documented coding standards and processes where appropriate.
        - Validate that the work meets the functional requirements and is without significant defects.
    - Acceptance Process for Deliverables: Softserve developer will meet weekly with StarCare's MIS / IT Lead to review work and deliverables. After that review, StarCare

[Client]
[1.2022]

will indicate acceptance by moving the associate Jira work item to the appropriate status.

3   Term
The term of this SOW will be 12 months, beginning on _September 1, 2023, and ending on _August 31, 2024.

4   Rate and Estimated Monthly Costs
4.1.   Client agrees to pay SoftServe at the following time and material rates:

##	Role level	Rate (USD)/per hour	Estimated Hours Per Month	Estimated Monthly Cost
1.	Senior Developer	_$195.00_____	160	$31,200.00
2.	Customer Success Director	_$205.00_____	16	$3,280.00
	Total Monthly Estimate:		176	$34,480.00

The number of hours to be paid shall be determined based on hours listed in StarCare's Jira system and submitted on SoftServe's monthly invoice.

5   Termination
5.1.   Either Party may terminate this SOW, immediately upon notice to the other Party for cause, if the other Party breaches any material obligation under this SOW, and such Party fails to cure the breach to the notifying Party's satisfaction within thirty (30) days after written notice to cure.

5.2.   Client may terminate this SOW without cause by providing SoftServe with at least thirty (30) days' written advance notice.

6   Travel Expenses Reimbursement
When travel to a Client location is required, Client will reimburse all reasonable travel-related expenses such as:
- Roundtrip airfare from SoftServe's office to the nearest major airport at the Client's site;
- For each day of travel and stay, USD 65 per diem;
- Lodging at a nearby hotel or corporate apartment;
- Visa and healthcare coverage expenses of USD 275 per person per visit;
- Car rental expenses during the visit or transportation expenses.

7   Holidays
Given the location of the offshore resources at SoftServe, there is no expectation that SoftServe developers will be available on the national holidays.

8   Overtime
The expectation is that SoftServe will complete work within the estimated hours per month listed in Section 4 of this document.   Client and SoftServe understand that due to the nature of services, it may be necessary for SoftServe developers to work overtime occasionally. SoftServe will notify the Client if overtime will cause the estimated hours per month to be exceeded and provide options for adjusting the schedule to stay within the estimated hours per month. .

[Client]
[1.2022]

Upon the mutual decision of Client and SoftServe, overtime will be billed at the hourly rate listed in Section 4 of this document.

"Overtime" means working over 40 hours per week and working on weekends (Saturday, Sunday) and holidays.

9   Signatures

In witness whereof the parties have executed this SOW as of the date first written below:

Lubbock Regional MHMR Center DBA StarCare Specialty Health System

By: _Beth Lawson_
     29D87C92FE6F473...

Name: Beth Lawson

Title: Chief Executive Officer

Date: <Date> 9/14/2023

SoftServe, Inc.

By: _____
     864C714B60494DC...

Name: Adam Gabrault

Title: Authorised Signatory

Date: 2023-09-21

softserve

AMENDMENT

Amendment 1
to Statement of Work #1
executed on May 7, 2024 ("SOW")
With Lubbock Regional MHMR Center DBA StarCare Specialty Health System

This amendment 1 to Statement of Work #1 executed on September 14, 2023 (hereinafter refers to as "SOW"), is made effective on May 7, 2024 (hereinafter referred to as "Effective Date"

BETWEEN

Lubbock Regional MHMR Center DBA StarCare Specialty Health System, having its principal place of business at PO Box 2828, Lubbock, TX 79408 ("Client" or "StarCare"), and **SoftServe, Inc.**, a Delaware corporation, having its principal place of business at 12800 University Drive, Suite 410, Fort Myers, FL 33907, and its affiliates ("SoftServe"), hereinafter sometimes individually referred to as Party and collectively as Parties.

WHEREAS the Parties wish to amend SOW on the terms & conditions as set out herein under:

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This is an amendment to include an additional Development team member resource to the StarCare SOW at the following rate and expected monthly utilization.

#	Role Level	Rate (USD)/per hour	Estimated Hours Per Month	Additional Estimated Monthly Cost
1	VP, Software Development	$270	100	$27,000

2. New Estimated Monthly Costs with the addition of Development team member.
   Client agrees to pay SoftServe at the following time and material rates:

#	Role Level	Rate (USD)/per hour	Estimated Hours Per Month	New Estimated Monthly Cost
1	VP, Software Development	$270	100	$27,000
2	Senior Developer	$195	160	$31,200
3	Customer Success Director	$205	16	$3,280
		Total Monthly Estimate	276	$61,480

Lubbock Regional MHMR Center DBA StarCare Specialty Health System

3. The number of hours to be paid shall be determined based on hours listed in StarCare's Jira System and submitted on SoftServe's monthly invoice.
4. Except as otherwise provided herein, all the terms and conditions of SOW shall remain effective with respect to Client and SoftServe.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have executed this Amendment 1 to SOW as the day and year above written.

Lubbock Regional MHMR Center DBA StarCare Specialty Health System

By: _Beth Lawson_
    DocuSigned by:
    29D87C92FE6F473...

Name: Beth Lawson

Title: Chief Executive Officer

Date: 6/21/2024

SoftServe, Inc.

By: _Harry Propper_
    DocuSigned by:
    3C63020265964B8...

Name: Harry Propper

Title: CEO

Date: 2024-06-24

DocuSign

Certificate Of Completion

Envelope Id: 934DD96CBFEC4D8AAC8F67C347A55A10   Status: Sent
Subject: Complete with Docusign: Lubbock Regional MHMR Center DBA StarCare Amendment 1 to SOW 1.pdf
Source Envelope:

Document Pages: 2	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Anna Koshulynska
AutoNav: Enabled		akoshu@softserveinc.com
EnvelopeId Stamping: Enabled		IP Address: 188.191.42.30
Time Zone: (UTC+02:00) Helsinki, Kyiv, Riga, Sofia, Tallinn, Vilnius		

Record Tracking

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6/14/2024 9:24:34 AM	akoshu@softserveinc.com	

Signer Events	Signature	Timestamp
Beth Lawson		Sent: 6/14/2024 9:25:50 AM
starcare@starcarelubbock.org		Viewed: 6/14/2024 3:34:56 PM
CEO		
Lubbock Regional MHMR Center DBA StarCare		
Specialty Health System		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/14/2024 3:34:56 PM ID: 6ec3def3-6780-424f-b678-581cd818fef0		
Harry Propper		
hpropper@softserveinc.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cindy Robinson		
crobi@softserveinc.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2024 9:25:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SoftServe (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SoftServe:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: soliynyk@softserveinc.com

To advise SoftServe of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at soliynyk@softserveinc.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SoftServe

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to soliynyk@softserveinc.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SoftServe

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

> i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
> ii. send us an e-mail to soliynyk@softserveinc.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.

By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify SoftServe as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SoftServe during the course of my relationship with you.

softserve

Amendment 2
to Statement of Work 1
effective as of September 1, 2023 ("SOW")
With Lubbock Regional MHMR Center DBA StarCare Specialty Health System

This amendment 2 to Statement of Work effective as of September 1, 2023 (hereinafter refers to as "SOW"), is made effective on September 1, 2024 (hereinafter referred to as "Effective Date")

BETWEEN

Lubbock Regional MHMR Center DBA StarCare Specialty Health System having its principal place of business at Sunrise Canyon Complex, 1950 Aspen Drive, Lubbock, Texas 79404, USA ("Client"), and **SoftServe, Inc.**, a Delaware corporation, having its principal place of business at 12800 University Drive, Suite 410, Fort Myers, FL 33907, and its affiliates ("SoftServe"), hereinafter sometimes individually referred to as Party and collectively as Parties.

WHEREAS the Parties wish to amend SOW on the terms & conditions as set out herein under:

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This is an amendment to extend the existing statement of work through August 31, 2025.
2. Section 4.1 of the SOW shall be replaced with following:

Client agrees to pay SoftServe at the following time and material rates:

#	Role Level	Rate (USD)/per hour	Estimated Hours Per Month	New Estimated Monthly Cost
1	VP, Software Development	$270	100	$27,000
2	Senior Developer	$195	160	$31,200
3	Customer Success Director	$205	16	$3,280
	Total Monthly Estimate		276	$61,480

The number of hours to be paid shall be determined based on hours listed in StarCare's Jira System and submitted on SoftServe's monthly invoice.

3. Except as otherwise provided herein, all the terms and conditions of SOW shall remain effective with respect to Client and SoftServe.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have executed this Amendment 2 to SOW as the day and year above written.

Lubbock Regional MHMR Center DBA StarCare Specialty Health System

Signed by:

By *Beth Lawson*

—29D87C92FE6F473...

Name: Beth Lawson

Title: Chief Executive Officer

Date: 8/20/2024

SoftServe, Inc.

DocuSigned by:

By: _____ *Harry Propper*

—3C63020265964B8...

Name: Harry Propper

Title: CEO

Date: 2024-08-23