

HOSTING SERVICES AGREEMENT

This Hosting Services Agreement (“*Agreement*”) is made between PSN Hosting Services LLC (“*PSN*”), a New Hampshire limited liability company with offices at 4 Limbo Lane, Amherst, New Hampshire 03031 USA, and Wayland, MA (“*Client*”), with an address at Town of Wayland Health Dept.

41 Cochituate Road, Wayland, MA 01778. This Agreement, including the attached Exhibits, is effective on 04/23/2014 (the “*Effective Date*”).

If Client is a technology provider or other allowed entity the service may be provided to their clients as listed in Exhibit C.

Recital

PSN has developed and offers an Internet-based, data hosting service as further described in **Exhibit A** hereof. PSN desires to make the Service (defined below) available to PSN’s clients via PSN’s web site, on the terms and subject to the conditions herein set forth, and Client, as a licensee of the Service, desires to utilize the Service on the terms and conditions set forth in this Agreement.

1. Definitions

The following definitions (and additional definitions provided elsewhere in this Agreement) will apply:

“*Client Data*” means all data and content input into the Service by Client and all Assessment Outputs generated with respect to Client’s access to the Service.

“*Client Representative*” means each person designated by Client in a notice to PSN as authorized to create Client accounts, administer Client’s use of the Service and otherwise represent Client for the purpose of this Agreement.

“*Client User*” means each person designated by Client as authorized to use the Service.

“*Pricing Schedule*” means **Exhibit B** to this Agreement.

“*PSN Content*” means PSN-supplied text, audio, video, graphics and other information and data available by means of the Service or on PSN’s web site.

“*Service*” means the data hosting services and related services described in **Exhibit A** and accessible via a link on the web site of PSN.

“*Software*” means the SNAP Health Center software, applicable documentation, and source codes.

“*Term*” means the term of this Agreement as specified in **Section 19**.

2. Client Use of the Service

1. PSN grants Client a non-exclusive, non-transferrable license, with the right to sublicense to others, to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. PSN will host the Service. PSN reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time. Immediately upon termination of the Term, Client shall discontinue access to and use of the Service, except as otherwise specifically provided herein.

The license granted to Client in **Section 2.1** shall include the right, during the Term, to store, print, and display the PSN Content and to permit each Client User to access the PSN Content only in connection with use of the Service. No other use of PSN Content is permitted. Client will maintain and will require its Client Users to maintain PSN Content as Confidential Information (as defined below) of PSN.

3. Conditions of Service

The provision of the Service to Client during the Term is expressly conditioned on the provision and maintenance by Client (with no responsibility on the part of PSN) during the Term of: (a) Internet connectivity (PSN does not support client side wireless access), (b) adequate hardware and software

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to permit access to the Service via the Internet, and (c) packet acknowledgement within 500ms.

4. Fees; Payment

1. In consideration for the Service provided by PSN to Client, Client shall pay PSN the fees as set forth on the Pricing Schedule (the "Fees") by August 31 of each year of the Term.

Client's account will be considered not current (delinquent) if payment in full is not received by August 31st of each year of the Term or if PSN has not received a valid purchase order by August 31st of each year of the Term. Amounts due are exclusive of all applicable taxes, levies, or duties, and Client will be responsible for payment of all such amounts. All amounts are payable in U.S. dollars.

5. Non-Payment

1. In addition to other applicable remedies, PSN reserves the right to suspend and/or terminate access to the Service by Client and/or terminate this Agreement, upon fifteen days' written or emailed notice, if Client's account becomes delinquent.

2. Delinquent payments are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.

6. Account Information Submitted to PSN

Client agrees to provide PSN with billing and contact information as PSN may reasonably require, including the legal company name, street address, email address, and name and telephone number of an authorized billing contact for Client, as well as the logon- name for each Client User. PSN may prepend or append an identifier in cases of duplicate logon-names. Client is allowed one extra logon-name (substitute, temporary users) for every two purchased user licenses. Client is limited to the number of purchased user licenses accessing the software at the same time (simultaneous users). Client agrees to update this information promptly in writing to PSN, and in any case within 15 days, if there is any change.

7. Appropriate Use of the Service; Software

1. Client may not sublicense, resell or supply the Service or Software for use in or for the benefit of any person, organization, entity, business, or enterprise, other than Client without PSN's prior written consent.

Client agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, or invasive of personal privacy (collectively "***Objectionable Matter***"). Client will be responsible and liable for its Client Representatives and Client Users, including the submission by any Client User of any Objectionable Matter. In addition, PSN may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the PSN web page that links to the Service; Client and Client Users will be bound by any such rules. PSN reserves the right to remove any Client Data that constitutes Objectionable Matter or violates any PSN rules regarding appropriate use, but is not obligated to do so. Client and Client Users will comply with all applicable laws regarding Client Data and use of the Service and the PSN Content, including laws involving data privacy. PSN reserves the right to terminate this Agreement for cause in case Client materially breaches the provisions of this Section 7.

PSN reserves the right to suspend or terminate immediately any Client account or activity that is disrupting or causing harm to PSN's computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by Client will be a material breach of this Agreement.

8. Passwords and Access

Client is responsible for all activities that occur under Client's account. Client is responsible for

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maintaining the security and confidentiality of all usernames and passwords. Client agrees to notify PSN immediately of any unauthorized use of any Service, username or password or account or any other known or suspected breach of security.

9. Client Data

1. All Client Data will remain the sole property of Client, to the full extent provided by law, subject to the non-exclusive license to such Client Data granted to PSN by this Agreement.
2. Client will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Client Data. PSN will not use Client Data for any purpose other than to provide the Service to Client.
3. Except in the event of unauthorized destruction, loss, interception, or alteration that is caused by PSN's negligence or that of its agents, officers or employees, Client shall not make any claim against PSN for lost data, re-run time, inaccurate input, work delays, or lost profits resulting from Client's use of the Service.
4. PSN will use commercially reasonable security measures to protect Client Data against unauthorized disclosure or use. PSN shall take such commercially reasonable steps to prevent security breaches with respect to Client Data and shall notify Client of any security breach with respect to Client Data within 5 business days after PSN first becomes aware of any such security breach during the Term. The parties expressly recognize that, although PSN shall take such commercially reasonable steps to prevent security breaches, it is impossible to maintain flawless security. PSN shall not be responsible for any damage caused by unauthorized destruction, loss, interception, or alteration of any Client Data by unauthorized persons, unless such unauthorized destruction, loss, interception, or alteration is caused by PSN's negligence or that of its agents, servants, officers, or employees.

10. Limited License to Client Data

Subject to the terms and conditions of this Agreement, by using the Service, Client grants to PSN a non-exclusive license to use, copy, store, transmit and display Client Data to the extent reasonably necessary to provide and maintain the Service.

11. PSN's Ownership

PSN retains all rights in the Service, the Software, and PSN Content. This Agreement grants no ownership rights to Client. No license is granted to Client except as to use of the Service as expressly stated herein. The PSN name, the PSN logo, and the product names associated with the Service are trademarks of PSN or third parties, and they may not be used without PSN's prior written consent. PSN RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO CLIENT UNDER THIS AGREEMENT.

12. Restrictions on Use of the Service; Software

Client may not alter, resell, or sublicense the Service or Software or provide it as a service bureau except as defined in Exhibit C. Client agrees not to reverse engineer the Service or Software or its software or other technology. Client will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the PSN Content or (iv) copy any features, functions or graphics of the Service or the PSN Content. Use, resale, or exploitation of the Service and/or the PSN Content except as expressly permitted in this Agreement is prohibited.

13. Warranty Regarding the Service and Software

PSN warrants that the Service will be performed by trained individuals in a professional, workman-like manner. PSN warrants that for a period of ninety (90) days following first live use of the Software that the Software will perform substantially in accordance with the applicable documentation when operated on the designated equipment; and PSN will use reasonable commercial

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efforts consistent with industry standards to scan for and remove any viruses from the Software before installation.

14. Scheduled Maintenance; Service Level Commitment; Technical Support

1. PSN will periodically schedule the complete or partial shutdown of the Service for maintenance, bug fixes, upgrades, or other reasons (“*Scheduled Maintenance*”). Scheduled Maintenance will be implemented in such a way as to minimally interrupt the use of and the access to the Service by Client under this Agreement. PSN shall provide Client with 48 hour advance notice of any Scheduled Maintenance that will disable the Service for more than three consecutive hours. PSN may perform emergency maintenance services at any time during the Term of this Agreement without prior notice to Client.

PSN will provide access to the Service for Client on a twenty-four hour a day, seven days a week (24x7) basis, except for Scheduled Maintenance and except for any downtime, delays, loss or interruption of hosting services which are caused by telecommunications or network service providers outside of PSN’s firewall, a Force Majeure Event (as defined in Section 22.2), or interruptions or failures caused by Client or the equipment or facilities utilized by Client. PSN does not provide any guarantee of up time of the Service or refunds for any downtime of the Service.

During the Term, PSN shall provide limited technical support to Client to include only installation of Client side Software, and support for Client’s access to PSN’s server. User technical support for the Software is provided by PSN’s affiliate, Professional Software for Nurses Inc.

15. Additional Warranties

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

Client represents and warrants that during the Term, Client will use commercially reasonable efforts to assure that no Client Representative or Client User will falsely identify such Client Representative or Client User or provide any false information to gain access to the Service and that Client’s billing information is correct.

16. Indemnification

1. PSN will defend, indemnify, and hold Client (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys’ fees) (collectively, “*Losses*”) arising from any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service, the Software, or PSN Content; provided, however, that PSN will not provide indemnification if the Loss or Losses were caused by alteration of any Software, PSN Content, or other component of the Service by anyone except PSN or use of Software, PSN Content, or other component of the Service by anyone not authorized by PSN, in combination with unauthorized software or other materials, or in a manner that does not comply with the applicable documentation. Client shall promptly notify PSN of such a claim. In case of a claim pursuant to this Section 16.1, PSN may, in its discretion (a) procure a license that will protect Client against such claim without cost to Client; (b) replace or modify the Service with a non-infringing Service; or (c) if PSN deems such remedies not practicable, PSN may terminate the Service and this Agreement without fault. THIS SECTION 16.1 STATES PSN’S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

Client will defend, indemnify, and hold PSN (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that Client Data or other data or information supplied by Client infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of Section 7 (Appropriate Use of the Service) or Section 8 (Passwords and Access) above.

2. PSN agrees to defend, indemnify, and hold harmless Client (and its officers, directors, employees

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and agents) from and against any and all loss, damage, cost, or expense, including but not limited to reasonable attorneys' fees, costs and expenses, taxes, liabilities, penalties, fees, or any other payments incurred or paid by Client and arising out of or suffered through the negligence or willful acts of PSN in the performance of the Service or the breach of any covenant, representation or warranty contained herein.

3. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("**Indemnitee**") will provide the indemnifying party ("**Indemnitor**") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section 16 to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

17. Disclaimers and Limitations

1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PSN. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 13, 14, AND 15 ABOVE, THE SERVICE AND PSN CONTENT ARE PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES. PSN DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. PSN IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CLIENT OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

Except with regard to Client's payment obligations and except as specifically provided in Section 18.3, in no event will either party's aggregate liability with respect to the use of the Service, including with regard to either party's indemnification obligations as to third-party claims, exceed an amount equal to one year annual hosting fees. Notwithstanding the foregoing, there shall be no such limit on indemnification obligations for infringement claims under Sections 16.1 and 16.2. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, REVENUE, PROFITS, USE, GOODWILL, OR OTHER ECONOMIC ADVANTAGE), WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

The Service may include gateways, links or other functionality that allows Client to access third party services ("**Third Party Services**") and/or third party content and materials ("**Third Party Materials**"). PSN does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. PSN MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD PARTY MATERIALS.

18. Confidentiality

1. "**Confidential Information**" means non-public information, technical data, or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to

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the providing party; (ii) independently developed by the receiving party as evidenced by the written records of the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by commercially reasonable means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive the termination or expiration of this Agreement.

4. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees, or agents.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

19. Term and Termination

1. The initial term of this Agreement ("***Initial Term***") will begin on the Effective Date and will end one year after the Effective Date. This Agreement will automatically renew for successive one-year periods (each a "***Renewal Term***;" the Initial Term and any Renewal Term(s), collectively, the "***Term***") beginning at the end of the Initial Term, unless either party provides written or email notice of termination not less than 30 days before the end of the Initial Term or current Renewal Term, as applicable. Applicable pricing will continue unchanged from the previous Initial Term or Renewal Term, as the case may be, unless PSN notifies Client written or emailed of changes in pricing at least 60 days prior to the expiration of the Initial Term or current Renewal Term, as applicable. Upon termination of this Agreement for any reason, PSN will deliver to Client a DVD containing Client's databases of Client Data, and, if Client purchased a license for the Software, PSN will deliver to Client an installation DVD of the Software.

2. PSN, in its sole discretion, may suspend or terminate Client's or any Client User's username and password, account, or use of the Service and/or terminate this Agreement if Client materially breaches this Agreement and such breach has not been cured within 10 business days of written notice of such breach.

3. Client, in its sole discretion, may suspend or terminate this Agreement if PSN materially breaches this Agreement and such breach has not been cured within 10 business days of written notice of such breach.

4. In addition, at any time from and after the first anniversary of the Effective Date during the Term, each party, in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason effective 90 days after the delivery of a written termination notice to the other party.

5. The following provisions will survive termination: all definitions, Client's accrued financial obligations, the license to Client Data to the extent reasonable for PSN's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 5.2

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(Non-Payment), 9 (Client Data), 11 (PSN's Ownership), 12 (Restrictions on Use of the Service; Software), 16 (Indemnification), 17 (Disclaimers and Limitations), 18 (Confidentiality), 21 (Notice), and 22 (Miscellaneous).

20. Regulatory Compliance

Client represents that it, or the school or educational institution or agency for which Client is an employee or agent, receives funds from the United States Department of Education. PSN represents and warrants that it will comply with the data security requirements of the Family Educational Rights and Privacy Act ("FERPA"). Client further represents and warrants that it is not considered to be a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If during the Term Client determines that it is a "covered entity" that maintains "protected health information" under HIPAA, Client represents that it shall immediately notify PSN, and the parties shall mutually determine their compliance obligations under HIPAA, including the execution of a business associate agreement pursuant to HIPAA.

21. Notice

Each of PSN and Client may give notice to the other hereunder by means of receipt-confirmed electronic mail to the other party's email address or by written communication sent by first class mail or by courier service to the party's address provided by such party on the first page to this Agreement, or as updated by a party by means of written notice to the other party in conformity with this Section. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email), or, if earlier, when received. A party may, by giving notice, change its applicable address, email, or other contact information.

22. Miscellaneous

1. Independent Contractor Relationship. During the Term and in connection with the performance of the Services hereunder, the parties acknowledge and agree that PSN is acting as an independent contractor and PSN shall not be considered an employee or agent of Client.

Force Majeure. Except for Client's payment obligations, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, act of terrorism, labor disputes, act of God, or any other causes beyond the control of such party (including Internet provider system outages) (each a "**Force Majeure Event**"), that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes. This Section 22.2 does not relieve either party from any liability under this Agreement (or at law) from negligent or willful acts or failures by such party.

2. Entire Agreement/ No Third Party Reliance. This Agreement, together with the exhibits attached hereto, contains the entire agreement among the parties regarding the subject matter hereof and supersedes all other written or oral understandings thereon. This Agreement is for the sole benefit of PSN and Client and no other party shall derive any right or benefit therefrom or be deemed to be third party beneficiaries thereunder.

Amendment. This Agreement may be amended or modified only by a written instrument executed by both PSN and Client.

Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New Hampshire, without regard to conflict of laws principles. Each of the parties to this Agreement irrevocably consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby. Each of the parties to this Agreement expressly agree to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue

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in such courts.

Assignment. This Agreement is assignable by PSN to the successor to all or substantially all of the PSN's business relating to the Service; provided that notice of assignment is provided to Client at the time of such assignment. Any such assignment by PSN shall include an explicit agreement by the assignee to provide the Service as herein provided and in all other ways adhere to PSN's obligations under this Agreement. This Agreement may not be assigned by Client without the prior written approval of PSN, which shall not be unreasonably withheld. Any purported assignment in violation of this Section 22.6 will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

Headings. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

Severability. If any of the provisions of this Agreement, or portions thereof, are declared under statute or applicable law to be invalid or unenforceable, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. Otherwise, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining portions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, legal, valid and enforceable, and if it is not possible to add such a provision, the parties agree to attempt to negotiate an amendment that carries out the economic intent of the provision(s) found invalid or unenforceable.

Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by any party by delivery of a signature by facsimile, PDF, or other means of electronic transmission, which signature will have the same force and effect as an original signature. Any party which delivers a signature by facsimile, PDF or other means of electronic transmission will promptly thereafter deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page will not affect the validity of any signature delivered by facsimile, PDF or other electronic method.

Acknowledgment. By signing this Agreement, the parties to this Agreement acknowledge that they have read this Agreement, understand it, and intend to fulfill each and every promise. In addition, each party acknowledges that it has had the opportunity to have the Agreement reviewed by independent legal counsel prior to signing the Agreement, and each party's decision whether to sign this Agreement is its own voluntary decision and each party agrees to be bound its terms and conditions.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties, intending to be legally bound, hereto have executed this Agreement made effective as of the day and year set forth above.

PSN HOSTING SERVICES LLC

Lani Roberts
Witness

By *Peter Redes*

Name Peter Redes

Title: Manager

[CLIENT NAME]

Witness

By:_____

Name:

Title:

Email :

[Signature Page to Hosting Services Agreement]

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Exhibit A Service Description

Services shall be provided through the website www.snaphealthcenter.com

The Services include the following:

A secure location for servers; backup of Client Data; commercially reasonable protection from intrusion of the servers; reasonable redundant equipment configuration and redundant (but not failure proof) internet access..

License/Lease to use the Software and any licensed/leased options

Support and maintenance for the software.

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Exhibit B

Pricing Schedule*

Setup fee	\$120 per user license
Hosting fee	\$205 per user per contract year
Software support fee	\$259 per user per contract year
Software lease fee	\$559 per user per contract year (includes annual support fee)

*Pricing effective April 1, 2014 for the 2014/2015 contract period.

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Exhibit C

Additional Clients covered by this agreement

These clients are provided access to the SNAP Software as users of the technology provider listed in the opening paragraph.

District name _____

Street Address _____

City _____

State _____

ZIP _____

District name _____

Street Address _____

City _____

State _____

ZIP _____

District name _____

Street Address _____

City _____

State _____

ZIP _____

District name _____

Street Address _____

City _____

State _____

ZIP _____

Add additional pages may be added as necessary