ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO:	Neocase Software Incorporated	DATE ISSUED:	October 15, 2022
	275 Grove Street	CONTRACT NO:	23-HRD-SLA-307
	Newton, Massachusetts 02466	CONTRACT TITLE:	Neocase 11 HR Customer Service and Support Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-HRD-SLA-307 including any attachments or amendments thereto.

EFFECTIVE DATE: October 15,2022
EXPIRES: October 31,2025
RENEWALS: Two (2) Renewals Remaining
COMMODITY CODE(S): PROVIDE AT LEAST ONE COMMODITY CODE
LIVING WAGE: Y or N

ATTACHMENTS:
AGREEMENT No. 23-HRD-SLA-307

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Lila Nazef   VENDOR TEL. NO.:   (617) 366-9941

EMAIL ADDRESS: lnazef@neocasesoftware.com

COUNTY CONTACT: Loan Hoang, Human Resources Dept.   COUNTY TEL. NO.:   (703) 228-3417

COUNTY CONTACT EMAIL: lhoang@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

_Tomeka D. Price___ Title: _Procurement Officer_ Date: November 21, 2022

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 23-HRD-SLA-307

THIS AGREEMENT ("Agreement") is made on ___11/21/2022____ between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and **Neocase Software Incorporated**, a Delaware Corporation with its principal office located at 275 Grove Street, Newton, MA 02466 ("Contractor").

1. The "Contract Documents" consist of:
   This Agreement
   Exhibit A – License Agreement
   Exhibit B – Non-Disclosure and Security Agreement (Contractor and Individual)
   Exhibit C – Business Associate Agreement
   Exhibit D – Support and Maintenance
   Exhibit E – Operational Limits

   Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

   The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. The Contractor agrees to provide the following:

   A web based, on-demand, Saas (software-as-a-service) Human Resources (HR) customer service and support solution, NEOCASE 11, to be integrated in a HR Contact Center used primarily for HR Services management and reporting, to automate administrative tasks, reduce operational costs, and improve HR Services delivery.

   A. The Contractor will provide the following services:
   - Project definition and planning
   - Setup Neocase HR for 8 Named Users
   - Setup Neocase HR for 4 Concurrent Users {occasional users)
     o Up to 4 teams/queues/workflows/escalation processes
     o Case templates, Custom fields (up to 100)
     o Email template configuration for auto replies, escalation rules, etc.

- Script configuration training for up to five Agent scripts
- Flat file import from Prism source file daily for Employee data update
- Testing
- Administrator Training
  - o Adding/archiving Users
  - o Editing email templates
  - o Editing case forms and adding Custom fields, configuring views, using lists, searches, and extraction
  - o Understanding standard SRS reports
  - o Understanding Report Builder, create one Report
- End-User Training (2 remote sessions-3 hours each. Client Administrator will participate in the training sessions "Train the Trainer")
  - o Understanding the basic system functions
  - o Training documentation
  - o Email options, automated vs. manual
  - o Understanding escalation, transfer, and case closure
  - o Searching, extracting, and basic report data
- Participate in major project reviews including preparation and presentation of materials and responding to Review Team questions and conclusions.
- A non-exclusive and non-transferable license to use the base software with customizations to administer the County's Human Resources Department. (License Agreement Attached Exhibit D)
- Upgrades of or updates to NEOCASE 11.
- A secure version of the software accessible via the web for Human Resources staff to use for Case Management.
- Written responses to requests for changes to the software that include cost estimates and allow a 30-day response from the County.
- List of staff assigned to our account, their title, and their responsibilities.
- Method to securely transmit data between Contractor and County when needed.

3. The County will have no obligation to the Contractor if no goods or services are required.

4. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.

5. The Contractor provided the goods or services covered by the Contract beginning on October 15, 2022. Unless terminated as provided below, the Agreement shall continue until <u>October 31, 2025,</u> subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than two (2) additional 12-month periods, from **November 1, 2025,** to **October 31, 2027** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

6. The County will pay the Contractor an Annual Fee of **$16,008.00**, assuming no changes to volume or solution capabilities, that the Project Officer accepts. The County will pay the Contractor net 45 days

from receipt of an invoice that the Project Officer approves for payment. All payments will be made from the County to the Contractor via ACH.

7. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.

8. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

   a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

   b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. COVID-19 VACCINATION POLICY FOR CONTRACTORS
    Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

11. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.

12. The County shall have the right to terminate this Agreement if the Contractor fails to provide

satisfactory service, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice at least 15 days before the effective date of termination and an opportunity to cure and correct service issues within that 15-day notice period. Such notice shall be effective upon being mailed by the County to the Contractor.In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory service, the Contractor shall be entitled to receive compensation for any services performed prior to the mailing by the County of such termination notice.

13. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.

14. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:

- Workers Compensation-Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of $500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- Commercial General Liability (CGL)- $1,000,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be listed as additional insureds on the CGL policy.

- Errors and Omissions with $1,000,000 per occurrence/claim.

- Automobile Bodily Injury and Property Damage Liability - $500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

- Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

- Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of

any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

15. The Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

    b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.

    d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

16. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately provided services and activities.

17. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in

conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

18. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.

21. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.

22. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

23. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

24. No Arlington County employee may share in any part of this Contract or receive any benefit from the

Contract that is not available to the general public

25. The County does not discriminate against faith-based organizations.

26. The Contractor will hold all County information and data obtained under this Agreement confidential in accordance with the Nondisclosure and Data Security Agreement attached as Exhibit B. If individual employees or subcontractors of the Contractor will perform work under this Contract on County-owned property, then each must sign a separate individual Nondisclosure and Data Security Agreement before performing any work or being allowed access to County data Exhibit B.

27. The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

28. The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

29. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.

30. The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligence in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred, and settlements or payments made. Nothwithstanding anything to the contrary in this Agreement, this Section 25 lists the County's sole and exclusive remedy for intellectual property rights infringement claims by a third party.

31. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

> **TO THE CONTRACTOR**:
> Lila Nazef
> Neocase Software Incorporated
> 275 Grove Street
> Newton, Massachusetts 02466

Phone: (617) 366-9941
Email: lnazef@neocasesoftware.com

TO THE COUNTY:
Loan Hoang, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 511
Arlington, Virginia 22201
Phone: (703) 228-3417
Email: lhoang@arlingtonva.us

AND

Dr. Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):
Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

32. The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

    The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

33. The Contractor must comply with all applicable legislative and regulatory requirements of the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant

and will be required to execute an Arlington County Business Associate Agreement, included in this Agreement as Exhibit C, pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

34. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.

35. This Agreement may be modified only by written amendment.

36. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.

37. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

38. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT AND THE ATTACHED EXHIBITS OR THE SERVICES EVEN IF THE CONTRACTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, THIS LIMITATION WILL BE DEEMED MODIFIED SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW.

EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES EQUAL TO TWO TIMES THE TOTAL AMOUNTS PAID BY COUNTY TO CONTRACTOR FOR SERVICES IN THE LAST TWELVE (12) MONTHS PRECEDING EITHER PARTY'S INITIAL NOTICE TO THE OTHER PARTY OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER DIRECTLY OR INDIRECTLY RELATED TO SERVICES.

THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE LIMITATIONS OF THIS SECTION WILL NOT, HOWEVER, APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH OR TO CLAIMS ALLEGING INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY, INCLUDING INDEMNIFICATION FOR SUCH CLAIMS.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT CONTRACTOR HAS AGREED TO THE PRICING AND ENTERED INTO THIS AGREEMENT, IN PART IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN CONTRACTOR AND COUNTY AND CONTRIBUTES TO THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.
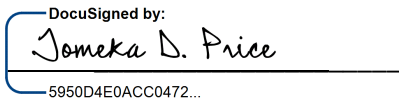
39. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT AND THE RELATED EXHIBITS, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BOTH PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE BEING PROVIDED "AS IS." CONTRACTOR DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE

USE, THE RESULTS OF THE USE OR THE BENEFITS, OF THE SERVICES, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT, ANY UNINTERRUPTED, FAILURE-FREE, ANOMALY-FREE OPERATION WARRANTY, OR HIDDEN DEFECT WARRANTY. NO CONTRACTOR PERSONNEL IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION OR EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: *Jomeka D. Price*
5950D4E0ACC0472...

PRINTED NAME: Tomeka D. Price

PRINTED TITLE: Procurement Officer

DATE: 11/21/2022

NEOCASE SOFTWARE INCORPORATED

SIGNED: *Didier Moscatelli*
14423DE05EC84F7...

PRINTED NAME: Didier Moscatelli

PRINTED TITLE: CEO

DATE: 11/18/2022

EXHIBIT A
LICENSE AGREEMENT

Software License Agreement - On-Dem. And (SaaS)
This License Agreement (the "Agreement") constitutes a legal agreement (the "Agreement") between County of Arlington, VA ("CUSTOMER NAME OR OBA", the "Licensee" or "you"), a with its principal offices located at 2100 Clarendon Blvd., Arlington, VA 22201 and Neocase Software Incorporated, a Delaware Corporation ("Neocase" and together, the "Parties") with its principal office located at 55 Hawthorne Street, Suite 610, San Francisco, CA 94105.

Neocase distributes a software program, NEOCASE 11 ("NEOCASE 11" or the "Software"), which includes copies of this software, the accompanying written documentation (the "Documentation"), and future upgrades of or updates to NEOCASE 11. The Licensee is interested in the NEOCASE ll's functionalities, and Neocase wishes to provide Licensee access to NEOCASE 11, in an On-Demand environment (the "Service"), provided that compatible software applications and an internet connection exists on dedicated computer hardware. Accordingly, the Parties have agreed on the terms and conditions of the provision of the Service by Neocase to the Licensee (the "License").

DEFINITIONS:
"**Affiliates**" shall mean an entity that is directly or indirectly, owned or controlled, is under the common ownership or control with, or is owned or controlled by the entity with which it is affiliated. The term Ownership includes a minority interest in an entity.

"Order" shall mean the Scope of Work used for the purpose of accepting an order for software and related services and is reflected in its totality in the Statement of Work under which this Software License Agreement is considered part of.

Terms of the License Agreement:
1. **SCOPE OF THE LICENSE:**
   a. This Agreement sets forth the terms and conditions of a license of NEOCASE 11 from Neocase to the Licensee in the form of the provision of access to NEOCASE 11 in an On-Demand environment (the "Service").

   b. This Agreement governs the use, duplication and modification of NEOCASE 11 by the Licensee.

2. GRANT OF THE LICENSE:
   a. Subject to Licensee's payment and other obligations and restrictions herein, Neocase hereby grants to Licensee during the term of this Agreement a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to access and use the Software and Documentation provided by Neocase to solely to access the Service, solely for its internal needs.

   b. Only the number of Users (Named and/or Concurrent) stated in the Licensee' Order for NEOCASE 11 submitted to Neocase by the Licensee (the "Allowed Users") may use NEOCASE 11 pursuant to the License. A Named User is defined as a seat in the NEOCASE 11 product, which requires a unique login ID and user password.

These login IDs and passwords (together the "Access Code") may be changed or reassigned at Licensee's sole discretion provided the total does not exceed the amount listed in the corresponding Order. If you wish to increase the number of Users from that originally ordered, you must inform Neocase Software, submit an additional Order, and pay the increased fees for such additional users. Should the Licensee wish to remove licenses they must notify Neocase Software, in writing, of the intention to do so and Neocase Software will make the necessary changes and remove the fees associated from these changes effective on the next billing cycle.

The Licensee acknowledges that NEOCASE 11 is inoperable without the current Access Code provided by Neocase and that NEOCASE 11 becomes inoperable if more than the Allowed Users attempt to access the Software.

a. The Licensee shall not:
    1. Sell, lease, license, sub-license, loan, pledge or transfer in **any way,** in whole or in part, the right to use NEOCASE 11, the Access Code and/or the Documentation.

    2. Reproduce NEOCASE 11, in whole or in part, or reproduce the Documentation other than for internal use, to create the minimum number of copies needed to facilitate use of NEOCASE 11 by authorized users thereof.

    3. Exceed the number of Allowed Users without informing Neocase in advance, without express authorization from Neocase to do so by submitting an additional Order, and without paying fees and royalties for the additional number of users.

    4. Modify or adapt NEOCASE 11.
    5. Disassemble, decompile or translate NEOCASE 11 source code into grammatical syntax in any language.
    6. Extract NEOCASE 11 or any part thereof, and/or create any software products derived from it.
    7. Remove or alter any registered trademark, logo, slogan, copyright confidentiality, or proprietary note, legend, symbol, or label present in NEOCASE11 or the documentation.
    8. Publish to third parties any test result on performance or evaluation of NEOCASE 11 without the written consent of Neocase.

B. Neocase undertakes to provide to the Licensee information regarding the use of NEOCASE 11 upon a written demand by the Licensee for such information

EXHIBIT B
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Neocase Software Incorporated ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No.23-HRD-SLA-307 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the

County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: *Didier Moscatelli*

Printed Name and Title: Didier Moscatelli   CEO

Date: 11/18/2022

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-HRD-SLA-307 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between **Neocase Software Incorporated** (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity,** intending to be legally bound**,** agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) **Definitions**
   The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

   a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

c) **Business Associate**. "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.

d) **Covered Entity**. "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.

e) **Data Aggregation**. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.

g) **Discovery**. "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.

h) **Electronic Protected Health Information**. "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.

i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.

j) **HITECH Act**. "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.

k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.

m) **Remuneration**. "Remuneration" means direct or indirect payment from or on behalf of a third party.

n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.

o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.

p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.

q) **Underlying Agreement**. "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.

r) **Unsecured Protected Health Information**. "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**
a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.

b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.

c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and

312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.

e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.

f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.

g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.

h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.

i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.

j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.

l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.

m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.

o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;

3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);

4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;

5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate
Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.

b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:

1. Disclosure is Required by Law;

2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or

3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.

d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).

b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.

e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.

b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:

    1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;

    2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,

    3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.

c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.

d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.

e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous
a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.

b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.

c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.

d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first-class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(2) MinhChau Corr
County Attorney
2100 Clarendon Blvd., Suite 511

Arlington, Virginia 22201

(3) Loan Hoang
County Project Officer
2100 Clarendon Boulevard, Suite 511
Arlington, Virginia 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Neocase Software Incorporated
Attn: Lila Nazef
275 Grove Street
Newton, Massachusetts 02466

e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.

f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.

g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.

h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.

j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.

l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.

m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.

n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible, and the provision of this Business Associate Agreement shall survive with respect to such PHI.

o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.

p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty
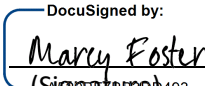
(30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
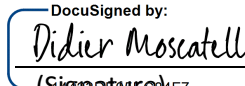
q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.

r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.

s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia   **Business Associate**

By: _Marcy Foster_   By: _Didier Moscatelli_
(Signature)   (Signature)

Name: Marcy Foster   Name: Didier Moscatelli

Title: County Privacy Officer   Title: CEO

Date: 11/19/2022   Date: 11/18/2022

<u>EXHIBIT D</u>
SUPPORT & MAINTENANCE

Table of Contents

1   Definitions

Terms not defined herein shall have the meaning attributed to them in the Neocase SaaS Platform License & Services Agreement ("Agreement") to which this Appendix 3 is attached.

TERM	DEFINITION
Active User	An Active User is an employee, former employee, contractor (collectively, "Authorized User") defined by a unique identification in the system against which a case can be created. An Active User may have or not a portal login.
Administrator	An Administrator is an Agent with the rights to access the settings of the Platform (administrate/configure the Platform). To be granted Neocase Administrator permissions, the agent must be a certified Neocase Administrator, which means they attended the Neocase Administrator training.
Agent	An Authorized User appointed by the Client to access the Platform to process requests / cases from Active Users by using the back-office portal.
Anomaly	Designates any reproducible malfunction or non-conformity of the Platform to the Documentation when the Platform is used according to the Documentation and subject to the restrictions mentioned below.
Business Days - USA	Calendar days from Monday to Friday except Massachusetts (MA) public holidays and Neocase US closed Business Days. The list of Neocase US closed Business Days is posted on the Neocase Support Portal.
Business Days - EMEA	Calendar days from Monday to Friday except French public holidays and Neocase France closed Business Days. The list of Neocase France closed Business Days is posted on the Neocase Support Portal.
Documentation	Designates the Platform documentation, which is available online or on physical media.
Hosted Services	Refers to the services (rights of use, hosting and maintenance of the Platform) provided by Neocase, as Software as a Service, allowing the use of both the Platform and the Documentation by Authorized Users under the conditions provided for herein.
Neocase	Neocase Software Incorporated
Other Requests	Applies to all Requests that do not fall under Severity Level 1 to 3 Anomalies and to any Request for information, modification or enhancement related to the Platform or the Documentation.
Platform	Means the solution identified in Appendix 1 which is available to the Client as Software as a Service pursuant to the terms and conditions of this Agreement.
Request	Any request for assistance concerning an Anomaly made by the Client to Neocase support ("Neocase Support") and confirmed by Neocase.
Service Hours	As defined in Section 2.1.
Severity Level 1 Anomaly (A1)	Applies (i) to Anomalies listed as such in Section 7 and (ii) if not listed, to Anomalies characterized as unavailability of the entire Platform for all users.

TERM	DEFINITION
Severity Level 2 Anomaly (A2)	Applies (i) to Anomalies listed as such in Section 7 and (ii) if not listed, to Anomalies characterized as unavailability of a key function of the Platform for all users.
Severity Level 3 Anomaly (A3)	Applies (i) to Anomalies listed as such in Section 7 and (ii) if not listed, to Anomalies with no significant impact on the Platform's use.

Except where otherwise mentioned in the Agreement, Neocase shall not be bound by its obligations with respect to technical support, corrective maintenance or update services in the following cases:
- Error in handling or use of the Hosted Services that does not comply with the Documentation and the stipulations of the Agreement using an access code and/or by any employee and/or from any Client computer or connection or by its employees.
- Changes or alterations to the Platform by the Client and/or under its own initiative and/or under its control
- Use of the Platform outside of the operational limits as defined in Appendix 4
- Technical prerequisites not being met
- A breach by the Client of its obligations under the Agreement
- Failure of utilities, networks or the Internet
- Any Anomaly due to another of the Client's software applications or hardware
- An event of *force majeure* within the meaning of the corresponding section of the Agreement
- Any Anomaly not due to Neocase
- Requests that fall into the Technical Assistance category as defined in Section 2.5.2.
- Failure of the Client to cooperate with Neocase teams in dealing with Anomaly Requests.
- Requests not submitted via the proper communication channel.

2 Technical Support and Corrective Maintenance Services

    2.1 Communication channels and Service Hours

New Requests may be created using the following communication channels:

SERVICES	STANDARD SUPPORT	PREMIUM SUPPORT
Service Hours		
Support Center USA	Business Days - USA (MA) From 08:00am EST Until 08:00pm EST	Business Days - USA (MA) From 08:00am EST Until 08:00pm EST
Support Center EMEA	Business Days - EMEA From 09:00 CET Until 18:00 CET	Business Days - EMEA From 09:00 CET Until 19:00 CET
Communication channels		
Support Portal	Yes	Yes
Phone	-	Yes

The Neocase Support Portal should be the primary communication channel to ensure the best traceability and response times.

CHANNEL	HOW	LANGUAGE	WHEN
Support Portal	https://onlinesupport.neocasesoftware.com	English & French	24x7
Phone	US: +1 877 383 0400 EMEA: +33 1 73 60 01 10	English English & French	Service Hours

Subscription:

ITEM	OPTION
Support type	Standard
Support center location	USA

Business Days refers to either Business Days – EMEA (for EMEA Support center location) or Business Days – USA (for USA Support center location).

    2.2 Authorized contacts

Only Neocase-certified administrators may contact Neocase Support.

    2.3 Standard corrective maintenance services

Technical support and corrective maintenance services are delivered by Neocase as part of the Hosted Services only and are solely meant to correct Anomalies, i.e. non-conformance of the Platform with its Documentation, specifically excluding:
- Support and maintenance of business processes configuration.
- Support and maintenance services of Custom Developments (as defined in 2.4).
- Any other type of services such as consulting, product usage assistance, evolution requests, etc.

2.3.1 Platform versioning

Neocase defines Platform versioning with a 3-digit number format: X.Y.Z where:

CODE	DEFINITION
X	Major version A Major version usually includes new functionalities or modules.
Y	Minor version A Minor version usually includes corrections and enhancements to existing functionalities.
Z	Micro version A Micro version usually includes corrections and may include minor enhancements.

2.3.2 Supported versions

Neocase Support provides Corrective Maintenance only for:
- The last 2 micro versions of the latest available Minor and Major versions.
- The latest Micro and Minor version of the previous Major version.

Examples:
- 15.0.0 and 15.0.1, version 15.0.1 being the latest available version.
- 14.3.1, version 14 being the previous Major version and 3.1 the latest micro/minor version of Major version 14.

2.4 Corrective maintenance services for Custom Developments

A Custom Development is a software and/or application development specifically developed by Neocase for the Client in order to fulfil a Client specific request and subject to an Order and to the Neocase SaaS Platform License & Services Agreement.

The following developments are always considered Custom Developments:
- SSO developments other than SAML v2.0.;
- JavaScript/CSS developments (portal, forms, BPM module) outside of the Neocase JavaScript Framework (listed and available on the Neocase Support Portal);
- Any development (JavaScript/CSS or else) not done or supervised by Neocase;
- Personalized dashboards/reports/business processes if they don't follow the Neocase Configuration Guide (available on the Support Portal);
- Interfaces with 3rd party applications (data imports / exports) whatever the technology used (batch, web services, API, ESB, etc.), except Certified Connectors for the Certified part (Neocase Certified Connectors can be customized to a certain extend if required);
- iFrames (embedded navigation content allowing access to an external HTML page within a page of the Platform or a Neocase embedded navigation content in an external HTML page);
- Network connections not supported in the Documentation (e.g. VPN, Leased line, Direct SMTP, etc.);
- URLs specific to the Client (e.g. hosted Client's applications hosted on a specific Client's domain).

All Custom Developments are subject to a detailed specifications document (functional and technical) and to:
- A specification sign-off by the Client
- A project acceptance UAT sign-off by the Client

- A Go Live sign-off by the Client

These documents (specifications and signoffs) are part of the specific maintenance services.
The Client is responsible for keeping these documents up-to-date after the above-mentioned Go Live sign-off.

Corrective Maintenance of Custom Developments are not covered by the standard/premium services and are subject to Application Maintenance Services for Custom Developments.

2.5 Technical support
2.5.1 Support service levels
Anomalies severity levels range from Level 1 to 3.

SERVICES	STANDARD SUPPORT	PREMIUM SUPPORT
Severity Level 1 Anomaly (A1)		
Initial Response Time	1 hour	30 minutes
Target Workaround or Resolution Time	8 hours	4 hours
Root Cause Analysis	-	Yes
Severity Level 2 Anomaly (A2)		
Initial Response Time	2 Business Days	2 Service Hours
Target Workaround or Resolution Time	-	30 Business Days
Severity Level 3 Anomaly (A3)*		
Initial Response Time	-	1 Business Day
Target Workaround or Resolution Time (best effort) for Business Criticality "High"	-	On a best effort basis

*Business Criticality "High.": Premium Support Clients are offered the possibility to request a high business criticality for Severity Level 3 Anomalies. Neocase reserves the option to reject the qualification in case of abuse. If accepted, Neocase will prioritize these Anomalies over other Severity Level 3 Anomalies.

Neocase sends a confirmation for each Request. The starting point for service levels measurement is the Request creation timestamp. Support service levels are measured during Service Hours, except for Level 1 Anomalies which are measured 24/7. Any period pending Client action or validation is excluded from the Support service level calculation. Client agrees to respond timely to Neocase requests to assist with Anomaly resolutions.

Initial Response Time is the time between the confirmation of the Request and the first related action by Neocase (either first response via the Neocase Support Portal or internal escalation within Neocase).

Neocase will use commercially reasonable efforts to correct the Anomalies (workaround or resolution) within the above-mentioned target timeframes. It is however understood that there may be Anomalies impossible or not commercially viable to resolve. In such case Neocase will propose a workaround whenever possible to provide the Client with a usable Platform that Client may not unreasonably refuse. Neocase Support service levels are measured against the Anomaly Severity Level at the closure of the Request and not at the creation of the Request.

Severity Level 1 to 3 Anomalies case closure will be closed by mutual agreement. Failure from Client to respond to a Neocase case closure validation request after 2 reminders will see the automatic closure of the Anomaly Request ten (10) Business Days after the last reminder. Other Requests may be closed anytime at Neocase's sole discretion.

Only Client production instances are subject to the above Support service levels. Development, training or UAT instances are offered technical support services but are excluded from Support service levels. Only application-related Anomalies are subject to the above-mentioned Support service levels. Hosting-related service levels (e.g., Availability) are subject to the service levels mentioned in Sections 5 and 6.

2.5.2 Consulting requests

Depending on the support type, the Client may submit "how to" requests strictly limited to consulting and expertise assistance, excluding any operation on the Client environment. Consulting requests are not subject to Support service levels.

Any Request which after analysis by Neocase falls outside of technical support and corrective maintenance services will be requalified as a Consulting request.

SERVICES	STANDARD SUPPORT	PREMIUM SUPPORT
Consulting requests	-	4 Business Days of free consulting per year (max 28 hours)

Additional Consulting requests packs are available.

2.5.3 Custom Developments

Support service levels mentioned in Section 2.5.1. are not applicable to Custom Developments. However, as an exception, data imports/exports will be subject to a Severity Level 2 Anomaly (A2) Support service level.

Any Request which after analysis by Neocase falls outside of Neocase responsibility will be requalified as an Other Request, subject to extra charge and invoice to the Client.

For each Request concerning a Custom Development, the Support service level will be subject to an agreement between the parties.

3 Update Services

3.1 Update services

From time to time Neocase introduces new features and corrections in a new version of the Platform ("Update"). Updates are provided as part of the Platform annual subscription, excepted for Custom Developments which are subject to the Client ordered Additional Services.

Updates may impact technical prerequisites and/or supported versions such as web browsers, reporting tools, file types, etc., especially for security reasons (e.g. unsecure browser version). Technical prerequisites are published on the Neocase Support Portal.

Neocase shall inform the Client of Updates availability without the Client being able to oppose their implementation on the production Platform. Neocase may exceptionally agree to postpone such an implementation following a Client request but, in this case, Neocase won't commit to any implementation schedule.

Updates take approximately twenty-four (24) hours to complete which will require the Services to be taken-down for some or all that time.

Neocase ensures upward compatibility of revisions and/or new versions of the Platform except for Custom Developments and Major Versions for which Neocase may propose similar functions.

Neocase (and/or its partner in charge of hosting) may be required to carry out scheduled maintenance operations necessary for the proper functioning, upgrading or prevention of any malfunction.

3.2 Update services assumptions

Client shall provide a named contact to interface with Neocase during the Update process.

Modules or connectors not selected in this Agreement and any modules not included in the previous version are excluded from Updates.

Update operations can be weekly, monthly, semi-annual or annual operations. Neocase will make its best efforts to carry out the interventions described below during the weekends.

Update services procedures may be changed if required. In this case, the Client will be informed in advance.

While Neocase will provide Updates to all Client instances, only production instances are subject to the scheduled maintenance rules described below.

3.3 Weekly scheduled maintenance

Weekly scheduled maintenance: Neocase will make its best efforts to (i) limit weekly maintenance operations to four (4) hours each and (ii) and will give the Client twenty-four (24) hours' notice. The Client recognizes and accepts, however, that Neocase may amend this schedule from time to time. Neocase will make its best efforts to inform the Client of any change as soon as possible.

3.4 Monthly scheduled maintenance

Monthly scheduled maintenance: Neocase will make its best efforts to (i) limit such monthly maintenance operations to twelve (12) hours each and (ii) will give the Client eight (8) Days' notice. The Client recognizes and accepts, however, that Neocase may amend this schedule from time to time. Neocase will make its best efforts to inform the Client of any change as soon as possible.

3.5 Six-monthly scheduled maintenance

Six-monthly scheduled maintenance: Neocase will make its best efforts to (i) limit such six-monthly maintenance operations to twenty-four (24) hours each and (ii) will give the Client fourteen (14) Days' notice. The Client recognizes and accepts, however, that Neocase may amend this schedule from time to time. Neocase will make its best efforts to inform the Client of any change as soon as possible.

3.6 Annual scheduled maintenance.

Annual scheduled maintenance: Neocase will make its best efforts to (i) limit such scheduled maintenance operations to forty-eight (48) hours each and (ii) will give the Client fourteen (14) Days' notice. The Client

recognizes and accepts, however, that Neocase may amend this schedule from time to time. Neocase will make its best efforts to inform the Client of any change as soon as possible.

3.7 Scheduled maintenance – Summary

SCHEDULED MAINTENANCE	DAY/TIMEFRAME	NOTIFICATION	MAX DURATION
Weekly	During week-ends	24 hours	4 hours
Monthly	During week-ends	8 days	12 hours
Semi-annually	During week-ends	14 days	24 hours
Annual	During week-ends	14 days	48 hours

Neocase will make its best efforts to implement updates on the Client Platform within reasonable timeframes following availability of new releases, except in case of impossibility due to Custom Developments (technical dependency).

3.8 Update services for Custom Developments

Update services for Custom Developments are subject to Additional Services.

4   Customer Success model

4.1   Summary

A Customer Success Representative is a liaison into Neocase to coordinate the services relationship with the Client.

Assigned resources are not exclusive. These resources are not subject to the support service levels and can be temporarily unavailable.

Meetings frequency is an indicative average. Specific dates are subject to holidays and other exceptional events and need to be agreed between both Parties.

SERVICES	STANDARD SUPPORT	PREMIUM SUPPORT
Resources		
Support Engineer	-	Assigned
Customer Success Representative	-	Assigned
Meetings		
Operational meeting	-	Weekly or On demand
Service review meeting	Quarterly	Monthly
Executive meeting	Yearly	Yearly
Reporting		
Support service level reporting	X	X
Business activity reporting	-	X

4.2   Meetings

4.2.1   Meeting rules

The Customer Success meetings start after the Client Go-Live. Dates are agreed upon by the Parties. They are conducted via teleconference, except for the Executive meeting that may be conducted on-site upon Client's request. On-site meetings travel related expenses are not included in the services fees and will be invoiced to Client.

Neocase will take meeting notes. They will be distributed to the attendees for approval within 5 business days and reviewed at the next meeting.

4.2.2   Meetings description

MEETINGS	TOPICS	AVERAGE DURATION	NEOCASE ATTENDEES	CLIENT ATTENDEES
Operational meeting	Coordinate ongoing activities (information, changes, evolutions, Anomalies)	1 hour	Support Engineer	Certified Administrator(s)

MEETINGS	TOPICS	AVERAGE DURATION	NEOCASE ATTENDEES	CLIENT ATTENDEES
Service review meeting	Review and analysis of service metrics: - Support service levels - Hosted Services availability - Support requests (volume, request types and status) Pending issues and planned activities Invoicing and account issues Upcoming Client's projects Improvement suggestions Training recommendations Planned business activities for next quarter Optional root cause analysis Optional business activity reporting	2 hours	Customer Success Representative Support Engineer (optional)	Technical Supervisor Certified Administrator(s)
Executive meeting	Service review on a yearly basis Validation of actions related to continuous quality improvements Opportunities for process and/or service improvement Communication between the Parties Roadmap review (Extended and Premium only) Client's projects which may require additional resources from Neocase	2 hours	Sponsor Customer Success Manager	Executive Service Manager

4.3 Reporting

As part of the Service review meetings, Neocase will provide:
- Support service level reporting: actual vs objective
- Business activity reporting: Client activity KPIs

4.4 Support escalation process

LEVEL	NEOCASE	CLIENT
4	Sponsor	Executive
3	Customer Success Manager	Service Manager
2	Customer Success Representative	Technical Supervisor
1	Support Engineer	Certified Administrator(s)

The Parties will update the table below as required.

LEVEL	FIRST / LAST NAME	TITLE	EMAIL	PHONE
4				
3				
2				
2				
1				
1				

Only Requests related to Level 1 & 2 Anomalies outside of Support service levels may be subject to an escalation process upon Client's request. Neocase and Client representatives from each level will do their best effort to coordinate the resolution of the Request before escalating to the next level.
Only Neocase Certified Administrators can contact Neocase Support.
For each level, the Client will assign the following number of representatives:

LEVEL	NUMBER OF REPRESENTATIVES
4	One representative
3	One representative
2	One representative + one back-up
1	One representative + one back-up per SSC

5   Service KPI – Standard Support

The only service level included in Standard Support ("Standard Support") is the Hosted Services availability ("Availability"). It is also included in Premium Support ("Premium Support").

5.1.1   KPI Calculation

Neocase will do its best efforts to deliver the Hosted Services 7/7 and 24/24 with an objective of 99.5% availability on a quarterly basis, each quarter being calculated independently. The quarterly availability is measured at the exit point of the Neocase production data center, excluding any scheduled maintenance periods as detailed in Section 3 of this Appendix 3.

The availability is calculated per quarter as follows:

[Total - Scheduled Maintenance - Unplanned Outage] / [Total - Scheduled Maintenance]

where

-   Total is the total minutes per quarter.
-   Unplanned Outage is the total minutes unavailable due to an unplanned outage in the quarter.
-   Scheduled Maintenance is the total minutes of scheduled maintenance in the quarter, including Updates.

5.1.2   Service Level Credits

The table below sets forth service level credits to which Client will be entitled to the extent certain service levels for the Hosted Services are breached, and such breach is not otherwise excused hereunder. In order to be entitled to service level credits, Client must provide Neocase with written notice no later than ten (10) business days following the end of the quarter during which the breach occurred.

AVAILABILITY GREATER OR EQUAL TO	LESS THAN	AMOUNT
98.00%	99.50%	5% x Q
95.00%	98.00%	10% x Q
-	95.00%	15% x Q

with Q = 1/4 x annual subscription fee for the Hosted Services, including functional and technical options, but excluding Cloud and Customer Success options as defined in Appendix 1.

5.1.3   Service Level Credit payment

This service level credit will be applied against the next payment due to Neocase for the Hosted Services or alternatively against any amount due to Neocase or, if impossible, will be in the form of a cash refund upon reasonable prior written request.

The service level credits will be deemed as liquidated damages and will constitute Client's sole and exclusive remedy for Neocase' s breach of the applicable service level category (Availability and the three other service level categories described in Section 6.4.1.)

If a single incident gives rise to a breach of multiple service levels, as determined by Neocase in its reasonable judgment, then Client will only be entitled to a service level credit for the breach that is associated with the largest service level credit.

5.1.4   Exclusions

Neocase will be excused from any service level breach, and Client will not be entitled to any service level credit that is caused by:

-   Acts or omissions of Client, its affiliates, or representatives or agents of the foregoing;
-   Any events outside of Neocase' s reasonable control (including, for the avoidance of doubt, any force majeure events);

- Delay or failure of Client, its affiliates, or representatives or agents of the foregoing, to perform Client's obligations under this Agreement, including, without limitation, delay or failure of Client to provide Neocase with required review, approval, rejection or other actions in a timely manner;
- Any other breach of the Agreement by or on behalf of the Client that materially adversely impacts Neocase's ability to achieve the service levels;
- Interruption or slowdown of the Client's network and/or the Client's Internet connection and/or the Client's hardware or software;
- Third-party applications of the Client having an impact on the availability of Hosted Services;
- Use of Hosted Services in conjunction with any hardware or software not provided or approved by Neocase or if the Hosted Services have been used or modified by Client in breach of the Agreement and/or Neocase's recommendations.

5.1.5   Root Cause Analysis Report

A root cause analysis report will be delivered when the availability of the Hosted Services falls below 99.5% during a given quarter.

6 Service KPI – Premium Support

Sections 6.1, 6.2 and 6.3 describe the KPIs that are measured and reported as part of the Premium Support. Section 6.4 describes the service level credit mechanism.

The KPIs listed in section 6.1, 6.2 and 6.3 will be reported during the first half of the following month.

6.1 Hosted Services performance

KPI	UNIT	PERIOD
95th percentile of HTTP page requests response time - Front-End (Portal UI)	Seconds	Month
95th percentile of HTTP page requests response time - Back-End (Agent UI)	Seconds	Month

where

- HTTP is the communication protocol between a client (computer, smartphone, …) and a server using request methods (e.g. GET, POST);
- HTTP page request response time: time between the web server (IIS Internet Information Services) receiving the first byte of the HTTP page request and the web server sending out the last byte of the reply.

In case of abnormal response times, Neocase may ask the Client to install HttpWatch software (or a similar tool.) on some Client's computers to perform a traffic analysis.

6.2 Updates quality

KPI	UNIT	PERIOD
Number of A1 Anomalies identified by Client within 5 business days following update installation on Client's production server	Number	Month
Number of A2 Anomalies identified by Client within 10 business days following update installation on Client's production server	Number	Month
Number of A3 Anomalies identified by Client within 15 business days following update installation on Client's production server	Number	Month

Only Major, Minor and Micro updates are considered (hotfixes are excluded). Anomalies are subject to the definitions and procedures mentioned in Sections 1 and 2.

6.3 Support quality

KPI	TYPE	PERIOD	SORT
Initial Response Time	Time expressed in hours/minutes	Month	Per Ticket & Severity level
Open Requests	Count	At date	Per Severity level
	Count	At date	Overdue Y/N
	List	At date	Per creation date
Created Requests	Count	Month	Per Severity level
	Count	Month	Overdue Y/N
	Count	Year-to-date since Jan	Per Severity level
	Count	Year-to-date since Jan	Overdue Y/N
	List	Month	Per creation date
Closed Requests	Count	Month	Per Severity level

KPI	TYPE	PERIOD	SORT
	Count	Month	Overdue Y/N
	Count	Year to date since Jan	Per Severity level
	Count	Year to date since Jan	Overdue Y/N
	List	Month	Per creation date
Requalified Requests	Count	Month	Per Severity level
	Count	Year to date since Jan	Per Severity level
Backlog aging - Overall age in Business Days	Age expressed in days	At date	Per Severity level
Backlog aging - Neocase side age in Business Days	Age expressed in days	At date	Per Severity level

6.4 Service Level Credits

6.4.1 Indicators and targets

SERVICE LEVEL CATEGORY	INDICATOR	UNIT	TARGET RANGE
Performance	95th percentile of HTTP page requests response time - Front-End (Portal UI)	Seconds	2.0 - 2.5
	95th percentile of HTTP page requests response time - Back-End (Agent UI)	Seconds	2.0 - 2.5
Updates	Number of A2 Anomalies identified by Client within 10 Business Days following Update installation on Client's production server	Number	0 - 1
Support	A1 Anomalies - Target Workaround or Resolution Time missed (closed cases only)	Number	0
	A2 Anomalies - Target Workaround or Resolution Time missed (closed cases only)	Number	0 - 2

Indicators are calculated monthly. Upper and lower range values are included in the range.

6.4.2 Service Level Credit calculation

Each indicator is evaluated monthly and receives points as follows:

INDICATOR STATUS	POINTS PER MONTH
Per indicator above the target range	-1
Per indicator within the target range	0
Per indicator below the target range	+1

Service level credits are calculated per quarter by adding up points for all indicators ("Sum"):

SUM	SERVICE LEVEL CREDIT	% PER QUARTER
Sum >= 0	No impact	0.00%

Sum < 0	Service level credit	2.50%

The total service level credit for the four consecutive quarters is the annual service level credit as a percentage of the annual subscription fee for the Hosted Services.

Maximum annual service level credit: 4*2.5% = 10% of the annual subscription fee for the Hosted Services.

The service level credit mechanism enters into effect on the first day of the calendar quarter immediately following the effective start of the Support & Maintenance Services.

The service level credit calculation is made annually every four quarters. Annual periods are independent.

6.4.3   Service Level Credit payment and Exclusions

Sections 5.3 and 5.4 terms shall apply to Section 6.4.

6.4.4   Example

QUARTER	MONTH	INDICATORS OUTSIDE TARGET RANGE	POINTS	SUM	%
Q1	January	1 indicator above target range	-1	-2	2.50%
	February	1 indicator above target range	-1		
	March	None	0		
Q2	April	1 indicator below target range	+1	+3	0.00%
	May	1 indicator below target range 1 indicator above target range	0		
	June	2 indicators below target range	+2		
Q3	July	1 indicator below target range	+1	-1	2.50%
	August	None	0		
	September	2 indicators above target range	-2		
Q4	October	2 indicators below target range	+2	0	0.00%
	November	None	0		
	December	2 indicators above target range	-2		
		Annual service level credit			**5.00%**

7 Anomaly Severity Management

7.1 Anomalies' matrix

Anomalies' Severity Levels are calculated based on the matrix below. The severity is obtained by cross referencing the Anomaly type with the functionality type. Functionality types are updated from time to time on the Neocase Support Portal.

CATEGORIZATION MATRIX	ANOMALY OTHER THAN PERFORMANCE / DISPLAY			PERFORMANCE ANOMALY	DISPLAY ANOMALY
	SYSTEMATICALLY REPRODUCIBLE		CONDITIONALLY REPRODUCIBLE		
	ALL USERS (*)	SOME USERS (**)			
Type 1 functionalities	A1	A2	A2	A2	A3
Type 2 functionalities	A2	A3	A3	A3	-
Type 3 functionalities	A3	-	-	-	-

(*) All Users: means all Authorized Users
(**) Some Users: means at least 20% of Authorized Users but less than 100%

7.2 List of functionalities

This list is to help Client to identify the functionality subject to an anomaly and the corresponding level of Anomaly.

During the term of the Agreement, Neocase may modify this Section 7 to adapt it to the Platform and/or Services' evolution. As of the publication of a new version of this article 7.2 on the Support Portal, such new version shall automatically enter into force and be part of the Agreement.

MODULE	SCOPE	ITEM	FUNCTIONALITY	TYPE 1	TYPE 2	TYPE 3
PORTAL	Authentication	Authentication	Authentication	x		
PORTAL	Authentication	Authentication	Forgotten password		x	
PORTAL	Case	Case creation about another employee	Case creation about another employee	x		
PORTAL	Case	Case creation for myself	Case creation for myself	x		
PORTAL	Case	Case list	Case list		x	
PORTAL	Case	Case update	Case update	x		
PORTAL	Case	Copy list	Copy list			x
PORTAL	Case	Document generation	Document generation			x
PORTAL	Chat	Chat	Chat			x
PORTAL	Employee	Employee list	Employee list			x

Module	Scope	Item	Functionality	Type 1	Type 2	Type 3
PORTAL	Knowledge Base	Article display	Article display		x	
PORTAL	Knowledge Base	Article list	Article list			x
PORTAL	Knowledge Base	Article PDF export	Article PDF export			x
PORTAL	Knowledge Base	Article suggestion upon case creation	Article suggestion upon case creation		x	
PORTAL	Knowledge Base	Full text search	Full text search		x	
PORTAL	Knowledge Base	Tagcloud	Tagcloud			x
PORTAL	Knowledge Base	Topic tree	Topic tree		x	
PORTAL	Page	HTML module	HTML module		x	
PORTAL	Page	Language switcher	Language switcher		x	
PORTAL	Page	Page display	Page display		x	
PORTAL	Page	Menu	Menu		x	
PORTAL	Survey	Survey creation	Survey creation			x
SERVICE	Agent Menu	About	About			x
SERVICE	Agent Menu	Change Team Scope	Change Team Scope			x
SERVICE	Agent Menu	Help	Help			x
SERVICE	Agent Menu	Options	Options			x
SERVICE	Agent Menu	Quit	Quit			x
SERVICE	Case	New Case	Attach Files	x		
SERVICE	Case	New Case	Cancel			x
SERVICE	Case	New Case	Change Entity			x
SERVICE	Case	New Case	Chat discussion			x
SERVICE	Case	New Case	Close	x		
SERVICE	Case	New Case	Copy / Paste			x
SERVICE	Case	New Case	Delegate		x	
SERVICE	Case	New Case	Events			x
SERVICE	Case	New Case	Experience Base			x
SERVICE	Case	New Case	History of Cases		x	
SERVICE	Case	New Case	History of emails		x	

MODULE	SCOPE	ITEM	FUNCTIONALITY	TYPE 1	TYPE 2	TYPE 3
SERVICE	Case	New Case	History of Operations/ Changes		x	
SERVICE	Case	New Case	KB Searches		x	
SERVICE	Case	New Case	List of Employee in Copy			x
SERVICE	Case	New Case	New Child Case			x
SERVICE	Case	New Case	New Document			x
SERVICE	Case	New Case	Notification List			x
SERVICE	Case	New Case	Open Parent Case			x
SERVICE	Case	New Case	Q/R Templates			x
SERVICE	Case	New Case	Save	x		
SERVICE	Case	New Case	Scripts			x
SERVICE	Case	New Case	Send Follow Up email		x	
SERVICE	Case	New Case	Spell Checker			x
SERVICE	Case	New Case	Subcontract			x
SERVICE	Case	New Case	Transfer by Skill			x
SERVICE	Case	New Case	Transfer to a Queue		x	
SERVICE	Case	New Case	Transfer to a Team	x		
SERVICE	Case	New Case	Transfer to an Agent	x		
SERVICE	Case	New Case	View Child Case			x
SERVICE	Case	Shortcuts / My Case	By Queue			x
SERVICE	Case	Shortcuts / My Case	Closed Today			X
SERVICE	Case	Shortcuts / My Case	Created Today			X
SERVICE	Case	Shortcuts / My Case	Frozen			X
SERVICE	Case	Shortcuts / My Case	Open			X
SERVICE	Case	Shortcuts / My Case	Overdue			X
SERVICE	Case	Shortcuts / My Case	Resolved Today			X
SERVICE	Case	Shortcuts / My Case	Within Deadline			X
SERVICE	Case	Shortcuts / My Team	By Queue			X
SERVICE	Case	Shortcuts / My Team	Frozen			x
SERVICE	Case	Shortcuts / My Team	Open			x
SERVICE	Case	Shortcuts / My Team	Pending email			x
SERVICE	Case	Shortcuts / My Team	Resolved			x
SERVICE	Case	Shortcuts / My Team	Unassigned			x
SERVICE	Dashboard	All team			x	
SERVICE	Dashboard	My case	Case Distribution by Process		x	
SERVICE	Dashboard	My case	Case Distribution by Queue		x	
SERVICE	Dashboard	My case	Case Distribution by SLA		x	
SERVICE	Dashboard	My case	Indicators		x	
SERVICE	Dashboard	My case	Survey Overview			x

Module	Scope	Item	Functionality	Type 1	Type 2	Type 3
SERVICE	Dashboard	My case details			x	
SERVICE	Dashboard	My team			x	
SERVICE	Email	Autocase creation from email request				x
SERVICE	Email	Manual case creation from email request			x	
SERVICE	FlashInfo	FlashInfo	FlashInfo			x
SERVICE	Search	Advanced search	Account			x
SERVICE	Search	Advanced search	Agent			x
SERVICE	Search	Advanced search	Case		x	
SERVICE	Search	Advanced search	Contact			x
SERVICE	Search	Advanced search	Emails			x
SERVICE	Search	Advanced search	Events			x
SERVICE	Search	Advanced search	Survey			x
SERVICE	Search	Saved search	Saved search			x
SERVICE	Search	Simple search	Account			x
SERVICE	Search	Simple search	Agent			
SERVICE	Search	Simple search	Case		x	
SERVICE	Search	Simple search	Contact			x
SERVICE	Search	Simple search	Emails			x
SERVICE	Search	Simple search	Events			x
SERVICE	Search	Simple search	Survey			x
SERVICE	Service	Account	Creation			x
SERVICE	Service	Account	Update			x
SERVICE	Service	Assets	Creation			x
SERVICE	Service	Assets	Update			x
SERVICE	Service	Contract	Creation			x
SERVICE	Service	Contract	Update			x
SERVICE	Service	Employee	Creation		x	
SERVICE	Service	Employee	Update		x	
SERVICE	Tools	Deadline Planner	Deadline Planner			x
SERVICE	Tools	Knowledge Base	Article Creation		x	
SERVICE	Tools	Knowledge Base	Article importation			x
SERVICE	Tools	Knowledge Base	Article update		x	
SERVICE	Tools	Knowledge Base	Full text search		x	
SERVICE	Tools	Knowledge Base	Topic browsing			x
SERVICE	Tools	Service Calendar	Consultation			x
SERVICE	Tools	Service Calendar	Event management			x
SERVICE	Tools	Survey	Consultation			x

MODULE	SCOPE	ITEM	FUNCTIONALITY	TYPE 1	TYPE 2	TYPE 3
ANALYTICS	Analytics	Report	Add a new report			x
ANALYTICS	Analytics	My Dashboard	Data not available		x	
ADVANCED BI	Report	Report Builder	Set Up access			x
ADVANCED BI	Report	Olap Cube	Accessing Olap Cube		x	
ADVANCED BI	Report	Olap Cube	Error in data		x	
INTEGRATION	Service	Import/Connector	Organization/Employee data		x	
INTEGRATION	Service	Import/Connector	Case data		x	
INTEGRATION	Service	Export/Connector	Organization/Employee data		x	
INTEGRATION	Service	Export/Connector	Case data		x	
SETTINGS	Agent	New Agent	New Agent		x	
SETTINGS	ALL (*)	ALL	ALL			x

"ALL" for SETTINGS modules means that any feature from any menu within any scope of the settings module is deemed a Severity Level 3 Anomaly unless otherwise specified in the above list.

END OF DOCUMENT

Exhibit D
OPERATIONAL LIMITS

Table of Contents

Definitions

The tables hereafter provide the maximum values supported by the Platform ("Operational Limits") in standard. The Platform does not always prevent the Client from configuring it to exceed these boundaries, so it is very important to remain aware of these during configuration and use of the Platform.

Operational Limits can change with Updates and will be published on the support portal ("Portal") accordingly.

Any use of the application exceeding the stated Operational Limits is not permitted. In situations where a Client believes Operational Limits need to be exceeded, the need must be reviewed and approved by Neocase in advance. A dedicated cloud platform maybe required if these limits shall be exceeded. Failure to do so could void Service Level Agreements ("SLA") agreements between Neocase and the Client.

Please refer to a Neocase sale's representative in case of doubt.

During the term of the Agreement, Neocase may modify this Appendix 4 to adapt it to the Platform and/or Services' evolution. As of the publication of a new version of this article on the Portal, such new version shall automatically enter into force and be part of the Agreement.

Terms not defined herein shall have the meaning attributed to them in the Neocase SaaS Platform License & Services Agreement ("Agreement") to which this Appendix 4 is attached.

ITEM	DEFINITION
Active User	An Active User is an employee, former employee, contractor (collectively, "Authorized User") defined by a unique identification in the system against which a case can be created. An Active User may have or not a portal login.
Archived User	An Archived User is an Authorized User defined by a unique identification in the system against which no case/ticket can be created. Archived Users are in display mode only.
Purged User	A Purged Named User is an Archived User for which all data have been purged and attachments deleted. Some anonymized data may be kept for reporting purposes.
Agent	An Authorized User appointed by the Client to access the Platform to process requests / cases from Active Users by using the back-office portal.

Licensing Limits

The table below lists the maximum licensing limits.

CATEGORY	INDICATOR	METRIC	CHECKED	LIMITS
Database	Attachment DB	Total Attachment database size in MB / Total Active Users	monthly end of month	8.00
	Core DB	Total Core database size in MB / Total Active Users	monthly end of month	2.00
Agents	Active Users served per Agent	Total Agents / Total Active Users	at all times	1/250
Concurrent Usage	Portal Connections	Total concurrent Active Users / Total Active Users	at all times	5.00%
	Open cases	Total open cases across all Active Users / Total Active Users	at all times	15%
Usage	Cases per 12-month period	Total number of cases (open + closed) during last 12-month period across all Active Users / Total Active Users at end of 12-month period	monthly end of month	5.00
	Operations	Total number of operations during month / Total number of opened cases during the month	monthly end of month	15.00
	Incoming Emails	Total number of incoming emails during the month / Total number of opened cases during the month	monthly end of month	0.50
	Outgoing Emails	Total number of outgoing emails during the month / Total number of opened cases during the month	monthly end of month	3.00
	API calls	Number of API calls per Hour or Day	TBD when available	TBD when available

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Configuration and technical limits

Configuration Limits

Organizations & Users

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Organizations – Number of levels	5 with a max character number of 1,950 for the path
Number of Organizations	30,000
Number of Active or Archived Users	No limit
Number of Roles per Active User	5
Number of Roles	5,000

Knowledge Base

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Articles – Number	5,000
Categories / Topics – Number	200

Forms

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Forms	250 fields, maximal size 1 MB
Properties	200 values displayed (without filter)
Custom list fields	200 values displayed (without filter)
Case list (number of columns)	10 columns 8,192 octets per case line 50 records per list

Business Process Automation Module - Processes & Workflows

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Rules	No more than 10 rules evaluated following an event (case creation, case transfer, etc.)
Rules	No more than 10 actions executed in one single transaction
Process	No more than 10 action rules or action processes executed in the same transaction
Process Criteria	No more than 10 criteria in one single condition

Other configuration limits

Any configuration or development undertaken by the Client must follow the following guidelines:
- the Neocase Configuration Guide
- the functions specified in the Neocase JS Framework
- the methods exposed by the Neocase Rest API.
- the creation of personalized reports must be done exclusively via the Neocase OLAP cube.

Technical limits

Portal

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Modules on 1 page	Page template: 10 module instances Homepage pages: Maximum 25 modules instances (without considering page template module instances) Other pages: Maximum 10 modules instances (without considering page template module instances)

Chat

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Simultaneous Chat conversations	500 Chats

Data Storage

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Standard storage capacity	5 MB per attachment

Data Extraction

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Export (Cases' List and Advanced Search)	16,380 lines

Open Cases

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Simultaneous Open Cases	100,000

API & Interfaces

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Web-service call-in	5,000 per hour and 1,000,000 per month
Incoming emails	50,000 per month and per mailbox

Standard Reports (Business Intelligence)

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Lines per Report	10,000 lines
Number of Reports executed	1,000 per day
	100 per hour
Olap Cube size	4 GB per dimension

Real-time Dashboard

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Dashboard Reports	6 displayed simultaneously

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Portal

MODULE/FUNCTIONALITY/ENTITY	LIMITS
Simultaneous Connections	5% of Active Users