

BOARD OF TRUSTEES
JEFFERSON COUNTY HEALTH CENTER
RESOLUTION NO. 23-8-15-1

At a special meeting of the Board of Trustees of the Jefferson County Health Center (JCHC) held on the 15th day of August, 2023, at which a quorum was present, the following resolution was adopted,

WHEREAS, Jefferson County Health Center (“JCHC”) operates as the Local Public Health Agency for residents of Jefferson County, Missouri, and has been the recipient of grant funding in order to develop the Intellectual Property (IP) needed to create and distribute the ASPEN Program as a program of the JCHC, and

WHEREAS, the ASPEN Program has received many accolades throughout the State of Missouri and inquiries regarding provision of such services to other Missouri schools, and

WHEREAS, in furtherance of mental health initiatives for all Missouri residents, JCHC is desirous of allowing the ASPEN program to be utilized across the state by its developers, and

WHEREAS, the creator and developer of the ASPEN Program has created a 501(c)(3) organization, ASPEN Network, Inc., in order to provide services throughout the State of Missouri, and

WHEREAS, the JCHC finds that no taxpayer funds have been used to develop the ASPEN Program as a program of JCHC, but that all costs have been provided through specific grants for the program, and

WHEREAS, JCHC desires to transfer the IP developed through grant funds for the creation of the ASPEN Program, to the ASPEN Network, Inc, so that these vital resources may be used to improve mental health access for citizens of the State of Missouri.

WHEREFORE, in consideration of the mutual agreements and covenants contained herein and for other consideration, the JCHC hereby approves the Services Agreement, attached hereto as Exhibit A. Further, the JCHC hereby approves the Intellectual Property Contribution and Assignment Agreement, attached hereto as Exhibit B. Further, the JCHC hereby directs its Executive Director to prepare a Program Transition Plan to effectuate the transfer of the properties outlined in Exhibit B.

JEFFERSON COUNTY HEALTH CENTER
BOARD OF TRUSTEES

By 
Chair

ATTEST:

Sammy J. Blevins
Secretary

**INTELLECTUAL PROPERTY
CONTRIBUTION AND ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into and effective as of August 15, 2023 (the "Effective Date") by and among JEFFERSON COUNTY HEALTH CENTER, d/b/a JEFFERSON COUNTY HEALTH DEPARTMENT, ("JCHD"), and ASPEN Network, Inc ("Organization") a Missouri nonprofit corporation. JCHD and Organization are referred to herein each as a "Party" and collectively, the "Parties."

RECITALS

A. WHEREAS, JCHD has developed a proprietary behavioral health screening and resource software platform called Access to Services Providing Essential Needs (the "ASPEN Program");

B. WHEREAS, Organization, is a recently established Missouri non-profit corporation that seeks to administer the ASPEN Program and expand its use by clients in Jefferson County and throughout the State of Missouri and other States;

C. JCHD desires to contribute all of its goodwill, title, and interest, in and to the Aspen Program, including without limitation certain know-how, software code, all patents, patent applications, inventions, copyrights, trademarks, trade secrets, industrial rights, database rights, publicity rights, and/or other Intellectual Property Rights (as defined below) or proprietary rights recognized in any jurisdiction, regardless of whether such rights have been registered or perfected (collectively the "ASPEN IP") to Organization in exchange for a royalty free sub-license (the "JCHD License") to continue use of the Aspen Program. As additional consideration for the exchange of the ASPEN IP, Organization shall provide JCHD with continuous administrative services necessary to operate and administer the ASPEN Program on behalf of JCHD and as described in the Services Agreement between the Parties dated August 15, 2023 (the "Services Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. Definitions. The following terms used in this Agreement with their initial letters capitalized, and those terms defined parenthetically elsewhere in this Agreement or in the recitals and/or introductory paragraph hereof, (and the singular, plural and other derivatives thereof) throughout this Agreement have the meanings provided.

a. "Intellectual Property Rights" means all intellectual property rights, worldwide, whether arising under statutory law, common law or otherwise under the law of any country or other governmental authority, domestic or foreign, and whether or not perfected, including but not limited to, any: (a) rights associated with trademark, service mark, trade dress or trade name, including without limitation trademark or service mark applications and trademark or service mark registrations; (b) patents or patent applications whether owned or licensed; (c) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, mask work registrations; (d) sui generis database rights; (e) rights relating to the protection of trade secrets and confidential information; (f) moral rights or rights of publicity; (g) rights analogous to any of those previously described in this Subsection; (h) any other proprietary rights relating to intangible property; (i) any divisions, continuations, renewals, reissues and extensions (whether in whole or in part) of any of the foregoing (as and to the extent applicable); and (j) any related rights of priority under international conventions with respect to any of the foregoing; whether now existing or hereafter created, filed, issued or acquired.

3. Transfer and Assignment of the ASPEN IP. JCHD hereby fully assigns and transfers to Organization the ASPEN IP, including any Intellectual Property Rights which are owned by JCHD arising out of or in connection with the ASPEN IP, but excluding the JCHD License retained as set forth in Section 6 of this Agreement (collectively, the "Transferred IP"). The transfer of the Transferred IP to Organization will indefeasibly transfer and vest the rights and ownership in and to the Transferred IP (excluding the JCHD License retained as set forth in Section 6) to Organization and, thereafter, Organization shall have complete responsibility for the development, implementation, maintenance and modification of the Transferred IP, including the ASPEN IP, except as set forth in the JCHD License.

4. Consideration. In consideration of the assignment and transfer of the Transferred IP to Organization, which Organization acknowledges will benefit Organization, Organization shall and does hereby grant and issue the JCHD License to JCHD. In addition, Organization shall provide JCHD with continuous administrative services necessary to operate and administer the ASPEN Program on behalf of JCHD in accordance with the terms of the Services Agreement.

5. Duty to Deliver Materials. All files, notebooks, documents, memoranda, reports, notes, correspondence, blue prints, diagrams, schematics, designs, charts, drawings, photographs, brochures, price lists, supplier and customer lists, supplier and customer information, sales literature, training manuals and materials, forms, computer software code, listings, printouts, software documentation, manuals, and all other like information or materials, and any products, prototypes, samples, computer disks, tapes, CD Roms or any other electronic or magnetic memory or information storage media and any and all materials which may in whole or in part contain, constitute, or be derived from the Transferred IP, and all copies and derivatives of any of same, (hereinafter "Materials") shall be delivered by JCHD to Organization through designed means and are and shall at all times remain the exclusive property of Organization and, subject to the JCHD License (defined below), must not be uploaded, downloaded, or removed by JCHD from Organization's premises at any time without, in each case, the express prior written consent of Organization. Any computers, equipment and phones purchased with funds that were earmarked for the creation of, distribution of or maintenance of the IP shall be delivered by JCHD to Organization.

6. Reservation of License. JCHD hereby reserves and retains and Organization hereby grants to JCHD in connection with the transfer of the Transferred IP, a non-exclusive, worldwide, sublicensable, royalty-free right and license to the Transferred IP to: (i) use, make, have made, sell, offer to sell, and import any article embodied in the Transferred IP; (ii) perform and have performed any and all methods embodied in the Transferred IP; (iii) reproduce, distribute, create derivative works of, publicly display, and publicly perform any work of authorship embodied in the Transferred IP; and (iv) affix to or use in connection with any of the foregoing any trademark, tradename, word, symbol, slogan or other source identifier ("Trademarks") embodied in the Transferred IP (collectively, the "JCHD License"). With respect to any Trademark contained in or used in connection with the Transferred IP, JCHD will ensure that all goods and services in connection with which the Trademarks are used are of high standard, quality, and workmanship and of such nature, style, appearance and quality as shall be adequate and suited to the protection of the Trademarks and the goodwill associated therewith, and shall otherwise conform to the historical and/or present standards of quality and workmanship with respect to the goods and services sold and offered under such Trademarks.

7. Representations and Warranties of JCHD. JCHD hereby represents and warrants to Organization as follows:

7.1 Organization. JCHD is a separate political subdivision of the State of Missouri and has all requisite power and authority necessary to conduct its business as currently conducted.

7.2 Authority. JCHD has full power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

8. Representations and Warranties of Organization. Organization hereby represents and warrants as follows:

8.1 Organization. Organization is a 501(c)(3) nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri. Organization has all requisite power and authority necessary to conduct its business as currently conducted.

8.2 Authority. Organization has full power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and legally binding obligation of Organization enforceable in accordance with its terms.

9. Indemnification. At all times after the date of this Agreement, Organization shall indemnify, defend and hold harmless JCHD and/or any of JCHD's officers, managers, employees or agents from and against any and all damages suffered or incurred by JCHD and/or any or all of JCHD's officers, managers, employees or agents, which directly or indirectly arise, result from or relate to any breach of, or any failure by Organization to perform, any of Organization's representations, warranties, covenants or agreements contained in this Agreement.

10. Miscellaneous Provisions.

10.1 Entire Agreement. This Agreement and all exhibits and schedules hereto set forth the entire understanding of the Parties with respect to the transactions contemplated hereby. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Agreement superseded hereby. There shall be deemed to be no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Agreement, unless set forth in writing and signed by all of the Parties hereto.

10.2 Modification of Agreement. This Agreement may not be altered, amended, encumbered or hypothecated by any Party without the express written consent of the other Parties, and this provision may not be amended except by a writing signed by the Party to be charged expressly waiving this provision.

10.3 Severability. Should any term, condition, covenant or provision of this Agreement, or any application thereof, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.4 Headings and Pronouns. The headings appearing throughout this Agreement and the use of pronouns indicating gender are descriptive only and for convenience, and in no way whatsoever define, limit or describe the scope or intent of this Agreement, or in any way affect the Agreement.

10.5 No Waiver. The waiver of any rights granted hereunder, or the failure to perform any obligations, or the breach of any of the terms which are waived, does not constitute a continuing waiver. No waiver of any provision hereof shall be effective unless in writing and signed by the Party against whom it is sought to be enforced.

10.6 Further Assurances. On and after the Effective Date, as Organization may from time-to-time reasonably request, JCHD shall deliver to Organization such endorsements, assignments and other instruments of transfer and conveyance and shall execute such other documents as may be required to vest in Organization good, marketable and unencumbered title to the Transferred IP and to further implement the transactions contemplated by this Agreement.

10.7 Successors and Assigns. This Agreement may not be assigned without the express written consent of the other Party.

10.8 Survival of Representations. All representations, warranties, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement.

10.9 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when sent by email, or (iii) when received by addressee, if sent by certified mail (return receipt requested) or by nationally recognized overnight courier service, in each case addressed or sent to the appropriate address set forth below of the Party to which notice is given, or to such changed address as such Party may have fixed by notice:

To JCHD: Address: 405 Main Street, PO Box 437
Hillsboro, MO 63050
Email: Kelley.vollmar@jeffcohealth.org

To Organization: Address: PO Box 44
Hillsboro MO 63050
Email: jaclyn.brown@jeffcohealth.org

10.10 Governing Law; Venue; Process. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Missouri, without regard to the conflicts of laws principles thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the State of Missouri and all of the Parties hereby consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding.


10.11 Attorneys' Fees. In the event any Party brings any action to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to its costs and reasonable attorneys' fees.

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above set forth.

**JEFFERSON COUNTY HEALTH CENTER, d/b/a
JEFFERSON COUNTY HEALTH DEPARTMENT**
a political subdivision of the State of Missouri

By: 
Name: Timothy J. Pigg
Title: Chairperson

Aspen Network, Inc
a Missouri non-profit corporation

By: 
Name: Jaelyn Brown
Title: Executive Director

SERVICES AGREEMENT

This Services Agreement, dated as of August 15, 2023 (this "**Agreement**"), is entered into between ASPEN Network, Inc, a Missouri nonprofit corporation ("**Provider**"), and JEFFERSON COUNTY HEALTH CENTER, d/b/a JEFFERSON COUNTY HEALTH DEPARTMENT, ("**JCHD**" or "**Recipient**" each of Provider and Recipient are sometimes referred to individually as a "**Party**" and together as the "**Parties**").

Recitals

WHEREAS, pursuant to that certain Intellectual Property Contribution and Assignment Agreement, dated as of August 15, 2023 (as amended, modified, or supplemented in accordance with its terms, the "**Contribution Agreement**"), Recipient has agreed to contribute to Provider certain assets as described therein; and

WHEREAS, in connection with the transfer and assignment of certain assets from Recipient to Provider, Provider has agreed that Provider shall provide certain services to Recipient on the terms set forth herein; and

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the Contribution Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Recipient and Provider hereby agree as follows:

ARTICLE I SERVICES

Section 1.01 Provision of Services.

(a) Provider agrees to provide the services (the "**Services**") described on the exhibits attached hereto (as such exhibits may be amended, modified, or supplemented in accordance with this Agreement, the "**Service Exhibits**") to Recipient for the periods and on the terms and conditions set out in this Agreement and in the applicable Service Exhibits.

(b) Recipient may from time to time request that Provider provide an additional service (reasonably related to the Services) that is not included in the Service Exhibits but that Recipient in good faith deems necessary for Recipient's continued use of the JCHD License and the proper servicing of Recipient's legacy clients from Jefferson County. Provider shall consider each such request in good faith. If Provider is willing to provide an additional service, the Parties will negotiate in good faith the terms, and conditions for such additional service; *provided, however*, that Provider shall not have any obligation to perform any services other than the Services described in the Service Exhibits. Any such additional service shall be set out on a new or supplemented Service Exhibit adopted in accordance with Section 6.08 and attached to this Agreement.

(c) If a Party wishes to make a change to the terms of any Service, it shall provide to the other Party in writing the details of the requested change, including the proposed timing of the change and its expected impact on the delivery of the Service and cost. The Parties shall consider the requested change in good faith, but neither Party shall be obligated to accept any requested change to the Services. If the Parties are willing to accept the requested change, the Parties will negotiate in good faith the changed terms and conditions, which shall be set out on an amended, modified, or supplemented Service Exhibit adopted in accordance with Section 6.08 and attached to this Agreement.

Section 1.02 Standard of Service.

(a) Provider shall use commercially reasonable efforts to provide or cause to be provided each Service in compliance with applicable law, the applicable Service Exhibit, and in a manner generally consistent with, and with the same or greater standard of care, as Recipient provided or caused to be provided such Service to Recipient's clients during the twelve (12) month period immediately prior to the date hereof.

(b) Provider shall assign or cause to be assigned sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set out in Section 1.02(a); *provided, however*, that, except as set forth on the applicable Service Exhibit, so long as no Event of Default (as defined herein) by Provider shall have occurred and be continuing, Provider shall control the manner, means, and resources used to provide the Services.

Section 1.03 Services Management.

(a) The Parties shall reasonably cooperate to facilitate the efficient delivery of Services under this Agreement. If requested by a Party, the other Party shall designate one person to act as its lead representative to:

(i) regularly meet or confer with the other Party to discuss the Services and confirm that each Party is satisfied with their delivery; and

(ii) confer regarding any problems that may arise related to the Services.

(b) Recipient shall grant a license to Provider to utilize certain office space within JCHD for the coordinator of the ASPEN Program (the "**Coordinator**") to perform the administrative services necessary to operate and administer the ASPEN Program on behalf of the Provider.

(c) Provider shall cooperate, and cause any of its staff involved in providing the Services to cooperate, with Recipient in providing the Services, including:

(i) if on the premises of Recipient in connection with the provision of Services, Provider shall comply, and cause any of its staff involved in performing Services to comply, with all policies and procedures of Recipient concerning

health, safety, and security which are made known to Provider in advance in writing; and

(ii) when given access to Recipient's software or network in connection with the provision of Services, Provider shall comply, and cause any of its staff involved in performing Services to comply, with the reasonable IT security policies and procedures that Recipient has in place or may establish to protect Recipient's systems and data.

ARTICLE II PRICING AND PAYMENT

Section 2.01 Pricing and Terms of Payment.

(a) As consideration for providing the Services and the issuance of the JCHD License pursuant to the Contribution Agreement, Recipient shall (i) grant Provider a license to utilize certain office space at JCHD from where the Coordinator will perform the Services and (ii) has agreed to assign and transfer the ASPEN IP to Provider pursuant to the Contribution Agreement between the Parties, which Provider acknowledges will benefit the Provider. If Provider incurs out-of-pocket expenses in providing any Service ("**Out-of-Pocket Costs**"), Recipient shall not be required to reimburse Provider for such Out-of-Pocket Costs. For the avoidance of doubt, Provider's license to utilize certain JCHD office space shall not convey to Provider any rights under any lease and JCHD shall have all rights to make decisions with regards to such office space including but limited to the size, space, location, days and hours of access.

Section 2.02 Responsibility for Wages and Employee Costs. So long as any employees of Provider are providing Services to Recipient:

(a) such employees will remain employees of Provider and shall not be deemed to be employees of Recipient for any purpose;

(b) such employees shall remain under the sole direction, control, and supervision of Provider (and not of Recipient); and

(c) Provider shall be solely responsible for the payment and provision of all wages, bonuses, commissions, and employee benefits, and the withholding and payment of all applicable taxes relating to such employees.

Notwithstanding the forgoing, Recipient reserves the right to employ the Coordinator on a part-time basis to perform grant writing and compliance activities for JCHD during which time the Coordinator will utilize the same office space licensed by Recipient to Provider and Recipient shall be under no obligation to make available additional/alternative office space to Provider to carry out the Services.

Section 2.03 Records and Inspection Rights. During the term of this Agreement, Provider agrees to maintain accurate books and records related to the Services provided. Upon reasonable written request from Recipient during the term of this Agreement and for seven (7) years thereafter, Provider shall make such books and records available to Recipient or its representatives during Provider's regular business hours.

ARTICLE III TERM & TERMINATION

Section 3.01 Term. This Agreement shall commence on the date first above written and shall continue in perpetuity, unless earlier terminated in accordance with the provisions of this Agreement (the "**Term**"). This is a master agreement and shall be construed as a separate and independent agreement for each Service provided under this Agreement. Any termination of this Agreement with respect to any individual Service shall not terminate this Agreement with respect to any other Service then being provided under this Agreement.

Section 3.02 Termination of Services.

(a) The Parties may terminate any one or more of the Services at any time by mutual written agreement.

(b) Recipient may terminate any one or more of the Services, in whole but not in part, on sixty (60) days' written notice to Provider.

Section 3.03 Termination of Agreement.

(a) The Parties may terminate this Agreement at any time by mutual written agreement.

(b) Either Party may, without limitation of any other remedies that may be available to it, terminate this Agreement if the other Party has failed to perform any of its material obligations under this Agreement, and such failure shall have continued without cure for a period of thirty (30) days after receipt by the breaching Party of written notice of such failure (an "**Event of Default**").

Section 3.04 Effect of Termination.

(a) Upon termination of this Agreement in its entirety, (i) all obligations of the Parties hereunder shall terminate, except for the provisions of Section 2.03, ARTICLE IV, ARTICLE V, and ARTICLE VI, which shall survive termination or expiration of this Agreement in accordance with their terms.

(b) Following the expiration or termination of the term of any Service, Provider shall provide such assistance as Recipient may reasonably require to effect a full and orderly transfer of such Service to Recipient or to a third party designated by Recipient[. Provider shall provide to Recipient or to such third party, in the form

reasonably requested by Recipient, the information or documents in its possession related to Provider's provision of the Services.

ARTICLE IV CONFIDENTIALITY

Section 4.01 Confidential Information. As used in this Agreement, "**Confidential Information**" means all non-public data and information, in any form, that is disclosed by a Party (a "**Disclosing Party**") under the terms and for purposes of this Agreement, except for information that a Party receiving such information (a "**Receiving Party**") can demonstrate:

- (a) became generally available to the public other than as a result of a disclosure by the Receiving Party or its Representative (as defined herein) in violation of this Agreement;
- (b) was independently developed or conceived by the Receiving Party without use of or reference to Confidential Information;
- (c) was disclosed to the Receiving Party by a third party who had the right to make the disclosure; or
- (d) was known to the Receiving Party without an obligation of confidentiality prior to disclosure by the Disclosing Party.

Section 4.02 Confidentiality Obligations.

(a) Each Party shall not, and shall cause each of such Party's officers, directors, employees, agents, advisors, contractors (including any subcontractors), and representatives (collectively, "**Representatives**") not to, disclose to any other Person or use, except for purposes of this Agreement (and only in accordance with applicable law), any information that is Confidential Information as to which it was the Receiving Party; *provided, however*, that each Party may disclose Confidential Information disclosed to it: (i) to its Representatives who, in the reasonable judgment of such Party, need to know such Confidential Information in connection with this Agreement, including the provision or receipt of Services; (ii) upon the order of any court or administrative agency; (iii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Party; or (iv) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; *provided*, that in the case of clauses (ii), (iii), or (iv), such disclosing Party shall notify the other Party of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the other Party, when and if available.

(b) Each Receiving Party shall, and shall cause its Representatives to, protect Confidential Information disclosed to it using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure of such Confidential

Information, as such Party uses to protect its own confidential information of a like nature.

Section 4.03 Other.

(a) Nothing in this ARTICLE IV shall be deemed or construed to limit any corresponding confidentiality provisions set forth in the Contribution Agreement.

(b) Each Receiving Party acknowledges that a breach or threatened breach of this ARTICLE IV would give rise to irreparable harm to the Disclosing Party, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Receiving Party of any such obligations, the Disclosing Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**ARTICLE V
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY;
INDEMNIFICATION**

Section 5.01 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE CONTRIBUTION AGREEMENT, PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

Section 5.02 Limitation of Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RECIPIENT SHALL NOT BE LIABLE (INCLUDING ANY LIABILITY FOR ANY ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS) FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF USE, DOWNTIME, LOSS OF SALES, LOSS OF FUTURE REVENUE, DIMINUTION OF VALUE, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PERSON HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION THROUGH WHICH SUCH DAMAGES ARE SOUGHT.

(b)

Section 5.03 Indemnification.

(a) Subject to Section 5.02, Provider shall indemnify, defend and hold harmless Recipient, and each of its Representatives (collectively, the "**Recipient Indemnified Parties**") from and against any and all Losses suffered or incurred by any Recipient Indemnified Party arising out of or resulting from any claim of a third party arising from or in connection with the negligence, or willful misconduct of the Provider, any of its affiliates, or subcontractors in connection with the provision of, or failure to provide, any Services hereunder.

ARTICLE VI MISCELLANEOUS

Section 6.01 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.01):

If to Provider:

Aspen Network, Inc

[Address] PO Box 44
Hillsboro MO 63050

Email: jedlyn.brown@jeffcohealth.org

Attention: Jedlyn Brown

If to Recipient:

JEFFERSON COUNTY HEALTH CENTER, d/b/a
JEFFERSON COUNTY HEALTH
DEPARTMENT

405 Main St., Hillsboro, MO 63050

Email: Kelley.Vollmar@jeffcohealth.org

Attention: Kelley Vollmar, Director

Section 6.02 Relationship of Parties. In providing the Services, Provider is acting as and shall be considered an independent contractor. Unless otherwise expressly set out in this Agreement (including any Service Exhibit), no Party has the authority to, and neither Party shall, contract any obligations of any kind in the name of or chargeable against the other without such other Party's prior written consent. The Parties acknowledge that this Agreement does not create a fiduciary relationship, partnership, joint venture, or other relationship of trust or agency between the Parties.

Section 6.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.05 Entire Agreement. This Agreement, including all Service Exhibits, constitutes the entire agreement, and supersedes all prior agreements and understandings (both written and oral), between or among the Parties regarding the subject matter hereof. All Service Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if fully set forth herein.

Section 6.06 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or delegated, in whole or in part, including by operation of law, by either Party without the prior written consent of the other Party.

Section 6.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer on any other Person (other than the Recipient Indemnified Parties) any legal or equitable right, benefit, or remedy of any nature whatsoever.

Section 6.08 Amendment and Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set out in writing and signed by the waiving Party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.09 Governing Law.

(a) All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

(b) Each Party agrees that the courts of the State of Missouri shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with

this Agreement or its subject matter or formation. Each Party submits to the jurisdiction of such courts in any such action or proceeding and waives any objection to such courts as the venue of any such action or any proceeding (including that any such action or proceeding was brought in an inconvenient forum).

Section 6.10 Waiver of Jury Trial. Each Party hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 6.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written.

JEFFERSON COUNTY HEALTH CENTER,
d/b/a JEFFERSON COUNTY HEALTH
DEPARTMENT

By *Timothy J. Probst*
Name: *Timothy J. Probst*
Title: *Chairperson*

Aspen Network, Inc

By *Jaelyn Brown*
Name: *Jaelyn Brown*
Title: *Executive Director*

SERVICE EXHIBIT 1

- Recipient will contribute to the ASPEN resource bank and be listed as a service provider.
- Provider will provide the ASPEN IP to school districts in accordance with their individually negotiated licenses and service agreements.
- Provider will cooperate with Recipient in the administration of grants and reporting related to grant funds received by Recipient that are earmarked for the development and sustainability of the ASPEN Program.
- Provider shall provide continuous administrative services necessary to operate and administer the ASPEN Program on behalf of Recipient and all of Recipient's legacy clients in accordance with the terms of their individually negotiated license agreements and MSAs which will be assigned from Recipient to Provider in conjunction with the execution of this Agreement.