

## ASSETWORKS RISK MANAGEMENT INC. dba GO SOLUTIONS MASTER AGREEMENT

This Master Agreement is between AssetWorks Risk Management Inc., dba Go Solutions, with offices located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 ("Go Solutions"), and **DeKalb County School District**, with offices located at **1701 Mountain Industrial Blvd, Stone Mountain, GA, 30083** ("Customer") (Individually a "Party" and jointly the "Parties"). The Master Agreement consists of the terms and conditions listed below, as well as the details on the Order Form and the listed Attachments (together, the "Agreement"). Any Quote or Statement of Work ("SOW") signed by the Parties shall be designated as an Order Form for this Agreement. Order Forms are effective on the date it is signed by both Parties ("Effective Date").

This Agreement is made pursuant to, and in accordance with, the terms and conditions of the Master Agreement between Go Solutions and Glynn County Schools, established under RFP 26-02 for Medicaid Software. It is entered into as a cooperative, or "piggyback," procurement in accordance with applicable Georgia procurement laws and regulations. The terms and conditions of the Master Agreement are hereby incorporated by reference and shall govern this Agreement, except to the extent expressly modified in this Agreement or in the applicable Order Form issued by Go Solutions to the Customer.

These terms shall apply to the products, software, and services on the Order Form as applicable only to the extent permitted by applicable federal and Georgia State Law:

Attachment 1	Software as a Service ("SaaS") Terms
Attachment 2	Professional Services Terms
Attachment 3	Business Associate Terms
Attachment 4	Order Form for Customer
Attachment 5	Master Agreement with Go Solutions and Glynn County Schools

### 1. FEES, PAYMENT, AND TAXES.

- A. For recurring services, unless otherwise stated in the Order Form, Go Solutions shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of the invoice. Annual renewal fees for SaaS are subject to increase at the sole discretion of Go Solutions and 60-day notice to the Customer prior to the renewal term. For Professional Services, invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order Form) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the Order Form is based upon the quantities listed at the time of purchase. If the number of licenses, assets or sites changes, the pricing is subject to change.
- B. .
- C. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. Go Solutions reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle Go Solutions to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Go Solutions initiate termination under any provision of the Agreement other than under Section 6, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of any dispute.
- D. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Go Solutions in full for Services provided to Customer under this Agreement within 30 days of the invoice date.
- E. **TAXES:**
  - A. In no event whatsoever shall Go Solutions be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by Go Solutions for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by Go Solutions under any later Order Form or amendment hereto regardless of changes in legislation or policy.
  - B. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by Go Solutions to Customer (other than those taxes levied on Go Solutions income), Customer shall reimburse Go Solutions for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Go Solutions to Customer (except those taxes relating to Go Solutions income), Go Solutions shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

### 2. CONFIDENTIALITY and NON-DISCLOSURE

#### A. Confidentiality

- 1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief. Go Solutions understands and agrees that Customer must comply with the Georgia Open Records Act O.C.G.A. § 50-18-70 (the "Act") and release public documents as defined by the Act upon request, including this Agreement and all records prepared and maintained in relation to this Agreement.
3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 2, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

**B. Non-Disclosure**

1. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of Go Solutions, which may be withheld by Go Solutions in its sole discretion.
2. Go Solutions provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
3. Customer's records with regard to use of the Software shall be made available to Go Solutions at all reasonable times at Go Solutions' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

**3. INTELLECTUAL PROPERTY**

- A. Customer and Go Solutions shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by Go Solutions in providing the Services.
- D. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.
- E. The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Go Solutions.
- F. The products/services provided may integrate with other third-party software which are not owned, controlled, or provided by Go Solutions (*ex.*, *Microsoft*). Customers are responsible for obtaining all necessary licenses for any software Customer uses in conjunction with any Go Solutions product/service which have not been provided to Customer by Go Solutions.

**4. TERM.** The Term of the Agreement shall commence as of the Effective Date and shall continue for one (1) year ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement may renew for successive 1-year terms subject to the mutual written agreement of the Parties on renewal and pricing no later than 30 days prior to the expiration of the then current term. Either Party may provide to the other Party written notice of non-renewal at least 30 days prior to the end of the then current term. If customer fails to renew any term then this Agreement is considered terminated.

**5. WARRANTY DISCLAIMER.** Except as expressly set forth herein, Go Solutions disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

**6. TERMINATION FOR DEFAULT.** A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

If Customer terminates this Agreement other than pursuant to this Section 6, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

**7. GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice-of-law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in Georgia. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

8. **ASSIGNMENT.** Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of Go Solutions, which approval may be withheld in the reasonable judgment of the Go Solutions. Customer agrees that Go Solutions may assign its obligations to a third-party without consent of customer in the event of an internal reorganization. All fees will remain intact as outlined in the Order Form.

9. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

10. **ENTIRE AGREEMENT.**

- A. The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.
- B. Reserved.
- C. Reserved.
- D. It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments, Supplements & Change Orders of this Agreement.

11. **FORCE MAJEURE.** Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third-parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by Go Solutions. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

12. **INDEMNIFICATION**

- A. Go Solutions will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies Go Solutions promptly in writing of such Claim and provides Go Solutions with the sole control, authority, information and assistance necessary to defend or settle such Claim.
- B. In the event of an infringement Claim, or Go Solutions believes that such a Claim is likely, then Go Solutions shall at its expense: (i) procure the right for Customer to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is commercially practical, then, at Go Solutions' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.
- C. Go Solutions will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by Go Solutions hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by Go Solutions, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not Go Solutions has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) Go Solutions' compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Software made by anyone other than Go Solutions; or (vi) Customer's failure to accept any procured right to continue using the Software.

**THE FOREGOING STATES GO SOLUTIONS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.**

- D. To the extent permitted by applicable Georgia state law, Customer shall defend and indemnify Go Solutions from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to Customer's negligence and/or Customer's violation of paragraph c. above, Section 2 and Section 3.

13. **LIMITATION OF LIABILITY.** To the extent permitted by applicable Georgia state law, Customer agrees that Go Solutions' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to Go Solutions in the 12 months preceding the date on which the claim arose. In no event shall Go Solutions be liable for special, indirect, incidental, economic, consequential or punitive damages,

including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Go Solutions has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

**14. WAIVER.** No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

**15. ACCEPTANCE.** Within five (5) business days of receipt of the notice of delivery from Go Solutions, Customer will inspect the products or services to ensure conformity with the agreed SOW. Acceptance shall be presumed unless Customer provides written notice outlining the specific reason(s) why the product or service does not comply with the SOW. Go Solutions will have three (3) business days to respond to such notice. Customer and Go Solutions shall continue to communicate in good faith to resolve the issue.

Should the acceptance and payment be withheld by Customer for more than thirty (30) days from the date Go Solutions received the Customer's initial written notice, Go Solutions reserves the right to: (1) grant the Customer additional time to resolve the issue; (2) suspend the Customer's access to the product or service at issue; and/or (3) terminate the Agreement.

**16. CHANGE ORDER MANAGEMENT PLAN (C.O.M.P).**

**A.** This Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s).

**B.** Any change to any Statement of Work (SOW) or its equivalent shall only be done as follows:

I. Customer will send a Change Order Request via E-mail to the Project Manager providing Go Solutions with sufficient details to identify and describe:

1. The nature of the requested change(s).
2. The reason(s) for the requested change(s).
3. The potential impact to the project (if known), including, but not limited to:
  - i. Implementation and Completion Schedule
  - ii. Scope
  - iii. Pricing
  - iv. Payment Schedule

II. Go Solutions will:

1. Evaluate the Change Order Request.
2. Communicate to Customer about the required change(s) to the relevant products and services.
3. Communicate to Customer the estimated additional payments/increased fees associated with the requested change(s).
4. Provide Customer with a written Change Order summarizing the information from 2. and 3. above for Customer to review and execute.

III. Customer will review, execute, and return the Change Order to Go Solutions.

IV. Go Solutions will review, execute, and return a fully executed copy of the Change Order to Customer.

V. All Change Orders must be signed by a representative from both Customer and Go Solutions possessing the authority to enter a legally enforceable agreement on behalf of the party they represent.

VI. The mutually executed Change Order shall be considered an amendment to the applicable terms and conditions of the MSA and SOW between Customer and Go Solutions.

VII. In the event of a conflict between the executed Change Order and the original MSA/SOW, the terms of the most recent, mutually executed Change Order shall control.

VIII. The Change Order shall not contain any legal terms or conditions.

IX. Upon receiving the mutually executed Change Order, Go Solutions shall stop work on any milestones in-progress which are affected by the Change Order, close out any such milestones, and invoice Customer for the work performed on the closed-out milestone(s).

X. Upon receiving full payment of the invoice(s) for the closed-out milestone(s), Go Solutions shall commence implementation of the requested change(s).

**17. BINDING EFFECT, BENEFITS.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.

**18. HEADINGS.** The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

**19. AUTHORIZATION.** Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

**20. RELATIONSHIP OF PARTIES.** The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

**21. CONFLICTING PROVISIONS.** Subject to applicable Georgia state law, this Agreement and all exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. It is agreed between the Parties that any terms in a Customer purchase order, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii)

attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.

**22. COUNTERPARTS.** The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**23. SURVIVAL.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

**24. NOTICE.** Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a Party at its address for notices. Each Party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.

**25. DISPUTES.** In the event of any dispute arising in the performance of this Agreement, Go Solutions and the Customer will seek to resolve such dispute through good faith, amicable discussions, and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

**26. COUNSEL.** By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representative(s).

**Go Solutions**

**Customer**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1 – Software as a Service (“SaaS”) Terms

**Software as a Service, Maintenance, and Services.** Subject to the terms and conditions of this Agreement and the payment of fees hereunder, Go Solutions will provide Customer with the following:

1. **Software as a Service.** Go Solutions may provide Customer with access, through a website or designated IP address, to its proprietary software identified on Order Form which is maintained by Go Solutions in a hosted environment at a third-party data center (“SaaS”). SaaS services shall commence immediately upon the Effective Date. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated.
1. **Maintenance.**
  - A. Go Solutions will provide service for subscription products as follows: (i) support during normal business hours (8:00 a.m. to 6:00 p.m. ET, Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available (“SaaS Support”). Requests for SaaS Support may be submitted to Go Solutions by Customer via email at: [awsupport@GoSolutions.com](mailto:awsupport@GoSolutions.com) (or through other methods provided by Go Solutions). “Update” means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.
  - B. SaaS Support does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Customer’s computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom; or (g) new versions of the software which are not Updates.. For clarity, Go Solutions is not responsible for errors or defects of Customer or third-party software or hardware.
  - C. SaaS Services. Go Solutions will provide Customer with services including, but not limited to, data conversion, system configuration, training, consultation, custom reporting and other related services selected by Customer and identified in the Order Form referencing this Agreement (“Services”).
3. **Rights and Permitted Use.**
  - A. Subscription. Subject to the terms and conditions of this Agreement, Go Solutions grants to Customer a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Customer’s internal business operations within one (1) business entity. “Authorized Users” means Customer’s employees or independent contractors working within their job responsibilities or engagement by Customer or other end user for which Go Solutions has granted Customer the right to use the SaaS. “Documentation” means documentation in the form of instructions and manuals provided by Go Solutions, including electronically via a link within the SaaS, that describes the function and use of the SaaS.
  - B. Restrictions. Customer will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Customer’s Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; (vi) remove any proprietary notices or labels; or (vii) permit use of the SaaS by more than one (1) business entity, unless otherwise approved by Go Solutions in writing.
  - C. Ownership. Go Solutions owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Customer obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.
  - D. Customer Data. Customer shall retain all right, title, and interest in and to the data entered or submitted by Customer by means of the SaaS (“Customer Data”). Customer grants to Go Solutions a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Customer Data to the extent necessary to provide the SaaS. Notwithstanding anything to the contrary, Go Solutions shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Go Solutions will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other Go Solutions offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
1. **Test Environment.** During the term of this Agreement, Go Solutions will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment, and it is Customer’s responsibility to perform testing and report any errors within ten (10) days. If Customer does not report any errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. Go Solutions may use the test environment to trouble shoot or configure and test new functionalities or reports. If Customer requests for Go Solutions to synchronize data between the test and production environments, additional fees will apply.
2. **Ownership of Data.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Go Solutions in providing Services under the Agreement. Go Solutions shall not obtain any ownership rights, title or interest to Customer’s data files. Upon expiration or termination of the Agreement for any reason, Go Solutions agrees to provide Customer with a copy of Customer’s data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats: ASCII, Comma-Separated Value (CSV Format) with binary images, TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by Go Solutions and may require an additional fee.

3. **Service Availability.**

- A. The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Customer or third parties, or for which Go Solutions is not responsible including, but not limited to interruptions and delays inherent in internet communications).
- B. Go Solutions will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e. delivered from Go Solutions' internal network or that of its internet service provider) promptly regardless of the level of traffic to Go Solutions' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Customer acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Customer's computer systems, may prevent, interrupt or delay Customer's access to the SaaS or data stored within the SaaS. Go Solutions is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond Go Solutions' control, attributable to problems with the internet or the configuration of Customer's computer systems.

4. **Data.**

- A. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.
- B. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, Go Solutions agrees that it shall: only process Customer's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Customer from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Customer any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Customer to resolve.
- C. Go Solutions shall notify Customer as soon as reasonably possible upon discovery of any data security incident impacting Customer Data. Go Solutions shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by Customer or a third party.

5. **Representations and Warranties.**

- A. **General Warranty.** Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.
- B. **Limited Warranty.** Go Solutions warrants the SaaS will conform in all material respects to the Documentation. The conditions and warranties set forth in this Agreement will not apply if: (i) the SaaS is not used in accordance with Go Solutions' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than Go Solutions; or (iv) non-conformance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Customer's computer system used to access the SaaS or (b) Customer's negligence or willful misconduct. Customer's exclusive remedy, and Go Solutions' sole liability, for breach of this warranty shall be for Go Solutions to use commercially reasonable efforts to correct errors affecting conformance, provided that Customer has given written notice of non-conformance to Go Solutions within ninety (90) days of discovery of the error. Go Solutions shall, to the extent reasonably possible and permissible, pass-through or assign to Customer all available warranties it receives from a third-party provider for third party products or services provided by Go Solutions to Customer under this Agreement.
- C. **Disclaimer of Warranties.** **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND GO SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS.**
- D. **Customer Responsibilities.** Customer represents that it is fully responsible for: (a) the content of any Customer Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Customer and its Authorized Users; and (c) Customer's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). Go Solutions assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Software or SaaS and were made without prior notification and written approval by Go Solutions. Go Solutions assumes no responsibility for the operation or performance of any Customer or third-party application.

## Attachment 2 – Professional Services Terms

1. **Services / SOW.**
  - A. Go Solutions will perform the professional services (“Services”) described in the SOW. The terms of this Attachment 3 shall control any additional or future SOWs that may be executed by the Parties during the Term of the Agreement. No SOW shall be of any force and effect unless and until executed by both Go Solutions and Customer.
  - B. Changes to Services/SOW shall require Go Solutions’ approval and all modifications to costs and schedule shall only be valid if included in a written Change Order signed by both Parties.
2. **Price and Payment Term**
  - A. Each SOW will either be on a time and material basis or a fixed price basis, specified in the SOW. The SOW will include a definitive list of “Deliverables” that must be completed by Go Solutions. In some instances, the SOW will include a date by which “Deliverables” must be completed.
  - B. In the event that Services result in greater Go Solutions duties than contemplated by the SOW, Customer will work closely and in good faith with Go Solutions to modify the SOW to ensure that the Customer’s requirements are addressed, and Go Solutions’ fees shall be adjusted to reflect increased Customer requirements.
  - C. Unless specifically addressed in the SOW, all travel and expenses incurred will be extra and billed at the time of incurrence.
  - D. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.
  - E. Services may be invoiced upon completion of Milestones as set forth in the SOW or Order Form. Notwithstanding the invoicing described in the SOW or Order Form, for Professional Services invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order) and include charges defined in the Order Form unless otherwise specifically stated in the Order form. Hardware is invoiced upon shipment. The pricing on the Order Form is based upon the quantities listed at the time of purchase.
  - F. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Go Solutions in full for Services provided to Customer up to and including the date of termination under this Agreement within 30 days of the invoice date.
  - G. Custom modules, interfaces and other software can be placed under the Go Solutions Software Maintenance program.
  - H. Go Solutions reserves the right to apply a late payment charge of 1.5 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and Go Solutions retains the right, in Go Solutions’ sole discretion and in addition to its other rights and remedies, to cease further performance of the SOW.
  - I. Bill to Address. The invoice will be mailed to the Customer address on the Order Form unless otherwise indicated in the SOW.
3. **Resources to be Provided by Customer**
  - A. Customer shall provide, maintain, and make available to Go Solutions, at Customer’s expense and in a timely manner, the resources described in this Section 3, the SOW, and such other additional resources as Go Solutions may from time-to-time reasonably request in connection with Go Solutions performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
  - B. Customer will designate qualified Customer personnel or representatives to consult with Go Solutions on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
  - C. Customer shall furnish access to Customer’s premises, and appropriate workspace for any Go Solutions personnel working at Customer’s premises, as necessary for performance of those portions of the Services to be performed at Customer’s premises.
  - D. Customer shall meet all assumptions noted In the SOW.
4. **Subcontractors** Go Solutions may engage subcontractors to assist in performing Services with the prior written consent of Customer; provided, Go Solutions shall supervise such sub-contractors, and the Services performed by them to the same extent as if Go Solutions performed the work.
5. **Confidentiality**
  - A. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary (“Confidential Information”), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
  - B. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party’s Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
  - C. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

**6. Intellectual Property**

- A. Customer and Go Solutions shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any SOW or Deliverable whether or not first created or developed by Go Solutions in providing the Services.
- D. Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 6. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Go Solutions.

**7. Non-Solicitation.** During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of Go Solutions during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bona fide public advertisement for employment which is not specifically targeted at Go Solutions employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

**8. Termination for Default.** Either Party may terminate any SOW if (i) the other Party fails to perform a material obligation of the SOW and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, Go Solutions may terminate any SOW effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a SOW shall not terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Go Solutions the full value for all goods and/or services provided to Customer up to and including the date of termination.

**9. Termination for Convenience.** Notwithstanding any other provision in this Agreement, either Party may terminate a SOW by providing a 90-day notice of intent to terminate the SOW.

**10. Effect of Termination.** The Terms of this Agreement shall survive for any SOW which is still pending at the time of termination until the conclusion of the SOW.

**11. Professional Services Limited Warranty**

- A. Go Solutions warrants that the Professional Services provided under an Order Form or a SOW authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Go Solutions timely notice of such breach as hereinafter required, Go Solutions shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Go Solutions attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Go Solutions written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 11 (a) is the sole and exclusive remedy for breach of the foregoing warranty.
- B. **GO SOLUTIONS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
- C. Customer represents and warrants to Go Solutions that Customer has the right to use and furnish to Go Solutions for Go Solutions use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Go Solutions in order for Go Solutions to perform the Services and to create the Deliverables identified in the SOW.

**11. Relationship of Parties.** Go Solutions is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

### Attachment 3 – Business Associate Terms

In certain circumstances Go Solutions must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA"),

In the circumstances where Go Solutions has access as described above, this Attachment 3 applies.

#### 1. Definitions

If terms are used, but not otherwise defined under this Go Solutions, such terms shall then have the same meaning as those terms in the Privacy Rule.

(a) **Covered Electronic Transactions.** "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(b) **Covered Entity.** The personal owner of the PHI.

(c) **Electronic Protected Health Information.** "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(d) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(e) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.

(f) **Protected Health Information (PHI).** "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Go Solutions from or on behalf of a Covered Entity.

(g) **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(h) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(i) **Standards for Electronic Transactions Rule.** "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, in 45 CFR Part 160 and Part 162.

(j) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(k) **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(l) **Transaction.** "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103

(m) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

#### 2. Safeguarding Privacy and Security of Protected Health Information

(a) **Permitted Uses and Disclosures.** Go Solutions is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another Go Solutions of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Go Solutions' Operations.** For Go Solutions' proper management and administration or to carry out Go Solutions' legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) Go Solutions obtains reasonable assurance from any person or entity to which Go Solutions will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which Go Solutions disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Go Solutions (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

**(iii) Minimum Necessary.** Go Solutions will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Go Solutions will not be obligated to comply with this minimum-necessary limitation if neither Go Solutions nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Go Solutions and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

**(b) Prohibition on Unauthorized Use or Disclosure.** Go Solutions will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Attachment 3 or in writing by the Covered Entity or as Required by Law. This Attachment 3 does not authorize Go Solutions to use or disclose the Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by the Covered Entity.

**(c) Information Safeguards.**

**(i) Privacy of the Covered Entity's Protected Health Information.** Go Solutions will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Attachment 3.

**(ii) Security of the Covered Entity's Electronic Protected Health Information.** Go Solutions will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Go Solutions creates, receives, maintains, or transmits on the Covered Entity's behalf as required by the Security Rule.

**(iii) Policies and Procedures.** Go Solutions shall maintain written policies and procedures, conduct a risk analysis, and train and discipline of its workforce.

**(d) Subcontractors and Agents.** Go Solutions will require any of its subcontractors and agents, to which Go Solutions is permitted by this Attachment 3 or in writing by the Covered Entity to disclose the Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to the Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to Go Solutions under this Attachment 3.

**(e) Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, Go Solutions shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Go Solutions obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

**(f) Penalties For Noncompliance.** Go Solutions acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

**3. Compliance with the Electronic Transactions Rule**

If Go Solutions conducts in whole or part electronic Transactions on behalf of the Covered Entity for which HHS has established standards, Go Solutions will comply and will require any subcontractor or agent it involves with the conduct of such Transactions to comply with each applicable requirement of the Electronic Transactions Rule. Go Solutions shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

**4. Obligations of the Covered Entity**

The Covered Entity shall notify Go Solutions of:

(a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Go Solutions' use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect Go Solutions' use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Go Solutions' use or disclosure of Protected Health Information.

**5. Permissible Requests by the Covered Entity**

The Covered Entity shall not request Go Solutions to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

## 6. Individual Rights

**(a) Access.** Go Solutions will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in Go Solutions' custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have the right to obtain, from Go Solutions, a copy of such information in an electronic format. Go Solutions shall provide such a copy to the Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or the Covered Entity.

**(b) Amendment.** Go Solutions will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

**(c) Disclosure Accounting.** To allow the Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

**(i) Disclosures Subject to Accounting.** Go Solutions will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Go Solutions makes to the Covered Entity or to a third party.

**(ii) Disclosures Not Subject to Accounting.** Go Solutions will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures.

**(iii) Disclosure Information.** With respect to any disclosure by Go Solutions of the Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Go Solutions will record the following Disclosure Information as applicable to the type of accountable disclosure made:

**(A) Disclosure Information Generally.** Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that Go Solutions must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Go Solutions made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

**(B) Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of the Covered Entity's Protected Health Information that Go Solutions makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that Go Solutions must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

**(iv) Availability of Disclosure Information.** Go Solutions will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). Go Solutions will make the Disclosure Information available to the Covered Entity within fifty (50) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, Go Solutions shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.

**(d) Restriction Agreements and Confidential Communications.** Go Solutions will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies Go Solutions in writing of the restriction or confidential communication obligations that Go Solutions must follow. The Covered Entity will promptly notify Go Solutions in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Go Solutions whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), Go Solutions will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

## 7. Breaches and Security Incidents

### (a) Reporting.

**(i) Privacy or Security Breach.** Go Solutions will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Attachment 3 along with any Breach of the Covered Entity's Unsecured Protected Health Information. Go Solutions will treat the Breach as being discovered in accordance with 45 CFR §164.410. Go Solutions will make the report to the Covered Entity's Privacy Official not more than fifty (50) calendar days after Go Solutions learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Go Solutions may delay notifying the Covered Entity for the applicable time-period. Go Solutions' report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action Go Solutions took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report, as the Covered Entity may reasonably request.

**(ii) Security Incidents.** Go Solutions will report to the Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of the Covered Entity's Electronic Protected Health Information or (B) interference with Go Solutions' system operations in Go Solutions' information systems, of which Go Solutions becomes aware. Go Solutions will make this report once per month, except if any such security incident resulted in a disclosure not permitted by this Attachment 3 or Breach of the Covered Entity's Unsecured Protected Health Information, Go Solutions will make the report in accordance with the provisions set forth in the paragraph above.

## 8. Term and Termination

**(a) Term.** The term of this Attachment 3 shall be effective as of the date specified above, and shall terminate when all Protected Health Information provided by the Covered Entity to Go Solutions, or created or received by Go Solutions on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

**(b) Right to Terminate for Cause.** The Covered Entity may terminate this Attachment 3 if it determines, in its sole discretion, that Go Solutions has breached any provision of this Attachment 3, and upon written notice to Go Solutions of the breach, Go Solutions fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

### **(i) Return or Destruction of Covered Entity's Protected Health Information as Feasible.**

Upon termination or other conclusion of this Attachment 3, Go Solutions will, if feasible, return to the Covered Entity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Go Solutions. Further, Go Solutions shall require any such subcontractor or agent to certify to Go Solutions that it returned to Go Solutions (so that Go Solutions may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. Go Solutions will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Attachment 3.

**(ii) Procedure When Return or Destruction Is Not Feasible.** Go Solutions will identify any of the Covered Entity's Protected Health Information, including any that Go Solutions has disclosed to subcontractors or agents as permitted under this Attachment 3, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. Go Solutions will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Go Solutions will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Attachment 3.

**(iii) Continuing Privacy and Security Obligation.** Go Solutions' obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health Information as specified in this Attachment 3 will be continuous and survive termination or other conclusion of this Attachment 3.

## 9. Miscellaneous Provisions

**(a) Definitions.** All terms that are used but not otherwise defined in this Attachment 3 shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

**(b) Inspection of Internal Practices, Books, and Records.** Go Solutions will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS to determine compliance with the Privacy Rule.

**(c) Amendment to Attachment 3.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Go Solutions or the Covered Entity's obligations under this Attachment 3, this Attachment 3 will automatically amend such that the obligations imposed on Go Solutions or the Covered Entity remain in compliance with the final regulation or amendment to the final regulation.

**(d) No Third-Party Beneficiaries.** Nothing in this Attachment 3 shall be construed as creating any rights or benefits to any third parties.

**(e) Regulatory References.** A reference in this Go Solutions Attachment 3 to a section in the Privacy Rule means the section as in effect or as amended.

**(f) Survival.** The respective rights and obligations of Go Solutions under Attachment shall survive the termination of this Attachment 3.

**(g) Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

**(h) Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

**(i) Entire Attachment 3; Modification.** This Go Solutions Attachment 3 represents the entire terms between Go Solutions and the Covered Entity relating to the subject matter hereof. No provision of this Go Solutions Attachment 3 may be modified, except in writing, signed by the parties.

**(j) Assistance in Litigation or Administrative Proceedings.** Go Solutions shall make itself, and any subcontractors, employees or agents assisting Go Solutions in the performance of its obligations under this Attachment 3, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where Go Solutions or its subcontractors, employees, or agents are named as an adverse party.

**(k) Binding Effect.** This Go Solutions Attachment 3 shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF,** the parties hereto have caused this Attachment 3 to be made and executed by the parties set forth below.

**“Go Solutions”**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Covered Entity” – School District**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Dekalb County School District - GoClaim Quote (Glynn County RFP Pricing)

**Dekalb County School District (GA)**

1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

Reference: 20250509-100954916

Quote created: May 9, 2025

Quote expires: October 31, 2025

Quote created by: Steve Letizia

**Lance McConkey**

lance\_mcconkey@dekalbschoolsga.org  
16785174658

steve.letizia@gosolutions.com

+14408648764

**Fred Christopher**

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4049907112

**Crystal Roberts**

crystal\_roberts@dekalbschoolsga.org  
678-6761869

**Comments from Steve Letizia**

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Start Date: November 1, 2025

**Products & Services**

Item & Description	Quantity	Unit Price	Total
<b>Items due now</b>			
GoClaim Monthly Fee 7% of first \$500,000 in reimbursements billed monthly	1	\$2,916.67 / month	\$2,916.67 / month for 1 year

Item & Description	Quantity	Unit Price	Total
Referral Processing	10,650	\$4.00 / year	\$42,600.00 / year for 1 year
Go Solutions Onboarding, Setup, and Training	1	\$2,500.00	\$2,500.00
Student Interface	1	\$1,000.00 / year	\$1,000.00 / year
Interface Setup	1	\$1,500.00	\$1,500.00
Service Interface (optional)	1	\$2,000.00 / year	\$2,000.00 / year
Service Interface Setup (optional)	1	\$2,275.00	\$2,275.00
Caseload Import (Optional)	1	\$1,000.00 / year	\$1,000.00 / year
Caseload Import Setup (Optional)	1	\$1,500.00	\$1,500.00
Guardians & Custom Domain Custom email domain for digital signatures	1	\$600.00	\$0.00 after 100% discount

#### Items due later

GoClaim Percentage Fee 5.5% of Reimbursements (all collections beyond \$500,000)	1	\$0.00 / year	\$0.00 / year for 1 year
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**Payment starts: June 30, 2026**

Monthly subtotal	\$2,916.67
Annual subtotal	\$46,600.00
One-time subtotal after \$600.00 discount	\$7,775.00
<b>Due now</b>	<b>\$57,291.67</b>

## Future Payments Summary

Item	Payment
GoClaim Percentage Fee	\$0.00 / year starting on June 30, 2026 for 1 payment

### Purchase terms

The terms and conditions of the AssetWorks Risk Management Inc. dba Go Solutions Master Agreement located at <https://www.gosolutions.com/terms-and-conditions/> apply to all products and services provided. Additional terms and conditions are objected to and rejected.

### Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

### Questions? Contact me



Steve Letizia

steve.letizia@gosolutions.com

+14408648764

Go Solutions

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Lansing, MI 48911

United States