



## State System Licensee Agreement

This State System Licensee Agreement is entered into between Bio-Tech Medical Software Inc. (“**BioTrack**”) and the entity identified below as Licensee as of the date it is signed below (the “**Agreement Effective Date**”).

Licensee Information			
Agreement Date		Licensee (Business) Name	
UBI Number		Licensee Billing Address	
Price (per Location) <i>(plus applicable tax)</i>	\$35.00	Licensee Billing Email	
		Licensee Administrator	
		Licensee Admin Phone	
		Licensee Admin Email	

Location Information		
Authorized Business Location(s)	License Number	Address

Fees					
Service Description	Billing Frequency	Initial Term	Quantity	Price	Total
Traceability Licensee Fee	MONTHLY	MONTHLY	Per Location	\$35.00	<b>\$35.00 per Location</b>

<b>Payment Terms</b>	<ol style="list-style-type: none"> <li>Software Services and Support Services (if applicable) fees shall be paid as follows: as set forth under Billing Frequency above.</li> <li>The following additional fees will apply: (i) applicable taxes and (ii) unless prohibited by applicable law, a fee of 3.5% will be applied to all payments made with a credit card.</li> </ol>
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<b>Payment Method</b>	<b>Credit Card:</b> Please complete the <b>Credit Card Authorization form</b> below.
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**PLEASE RETURN EXECUTED STATE SYSTEM LICENSEE AGREEMENT.**

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS STATE SYSTEM LICENSEE AGREEMENT ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF LICENSEE THAT (A) ALL SERVICES SET FORTH IN THIS STATE SYSTEM LICENSEE AGREEMENT ARE SUBJECT TO AND GOVERNED BY THE BIO-TECH MEDICAL SOFTWARE, INC. (“**BIOTRACK**”) END USER TERMS OF USE, THIS STATE SYSTEM LICENSEE AGREEMENT, INCLUDING THE END USER TERMS OF USE, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN BIOTRACK AND LICENSEE CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER LICENSEE MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this State System Licensee Agreement.

**LICENSEE:**

\_\_\_\_\_  
Signature

Name:

Title:

Date:

**Credit Card Authorization (if applicable)**

IN CONNECTION WITH THIS STATE SYSTEM LICENSEE AGREEMENT, YOU AUTHORIZE THE FOLLOWING SCHEDULED CHARGES TO YOUR CREDIT CARD. FOLLOWING THE INITIAL PAYMENT (AS DEFINED BELOW), YOU WILL BE CHARGED THE AMOUNTS INDICATED BELOW FOR EACH MONTHLY AND ANNUAL BILLING PERIOD (AS APPLICABLE). A RECEIPT FOR EACH PAYMENT WILL BE PROVIDED TO YOU AND THE CHARGE WILL APPEAR ON YOUR CREDIT CARD STATEMENT. YOU AGREE THAT NO PRIOR-NOTIFICATION WILL BE PROVIDED UNLESS THE DATE OR AMOUNT CHANGES, IN WHICH CASE YOU WILL RECEIVE NOTICE FROM US AT LEAST TEN (10) DAYS PRIOR TO THE PAYMENT BEING COLLECTED. THE UNDERSIGNED AUTHORIZES BIO-TECH MEDICAL SOFTWARE, INC. ("BIOTRACK") TO CHARGE THE CREDIT CARD INDICATED BELOW THE MONTHLY SUM OF \$35 PER LOCATION BEGINNING ON THE "AGREEMENT EFFECTIVE DATE" AND CONTINUING ON THE SAME DAY OF EACH MONTH THEREAFTER (THE "MONTHLY PAYMENTS"), AND TO CHARGE MY CREDIT CARD AN ADDITIONAL ANNUAL SUM OF \$0 BEGINNING ON EACH ONE-YEAR ANNIVERSARY OF THE GO LIVE DATE AND CONTINUING ON THE SAME MONTH AND DAY OF EACH YEAR THEREAFTER (THE "ANNUAL PAYMENTS").

**Card Details:**

- Visa       MasterCard
- Discover    American Express

Cardholder Street Address:

Cardholder City, State, Zip:

Cardholder Phone:

Cardholder Email:

Cardholder Name:

CC Account Number:

CC Month/Year:

CVV:

Billing Zip:

I UNDERSTAND THAT THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL I CANCEL IT IN WRITING, AND I AGREE TO NOTIFY BIOTRACK IN WRITING OF ANY CHANGES IN MY ACCOUNT INFORMATION OR TERMINATION OF THIS AUTHORIZATION AT LEAST FIFTEEN (15) DAYS PRIOR TO THE NEXT BILLING DATE. IF THE ABOVE NOTED PAYMENT DATES FALL ON A WEEKEND OR HOLIDAY, I UNDERSTAND THAT THE PAYMENTS MAY BE EXECUTED ON THE NEXT BUSINESS DAY. I ACKNOWLEDGE THAT THE ORIGINATION OF CREDIT CARD TRANSACTIONS TO MY ACCOUNT MUST COMPLY WITH THE PROVISIONS OF U.S. LAW. I CERTIFY THAT I AM AN AUTHORIZED USER OF THIS CREDIT CARD AND WILL NOT DISPUTE THESE SCHEDULED TRANSACTIONS; SO LONG AS THE TRANSACTIONS CORRESPOND TO THE TERMS INDICATED IN THIS AUTHORIZATION FORM. BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN PROVIDED WITH A COPY OF THIS RECURRING CREDIT CARD PAYMENT AUTHORIZATION FOR MY RECORDS.

\_\_\_\_\_ **Cardholder's Signature**

\_\_\_\_\_ **Date**

**BY CLICKING BELOW INDICATING YOUR ACCEPTANCE OR BY ACCESSING OR USING THIS SOFTWARE SYSTEM (“SOFTWARE”) OPERATED BY BIO-TECH MEDICAL SOFTWARE, INC. (“BIOTRACK”) PURSUANT TO CONTRACT #18PSX0210 (“CONTACT”) WITH THE STATE OF CONNECTICUT (“STATE”), YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW, INCLUDING THE MONTHLY FEES DESCRIBED IN SECTION 1 BELOW. OUR OBLIGATIONS WITH RESPECT TO THE SOFTWARE ARE SET FORTH IN THE CONTRACT.**

**1. FEES.** AS A CONDITION OF YOUR ACCESS AND USE OF THE SOFTWARE, YOU SHALL PAY TO BIOTRACK A MONTHLY FEE EQUAL TO **THIRTY-FIVE DOLLARS (\$35)**. YOU ARE ALSO RESPONSIBLE FOR THE PAYMENT OF ALL APPLICABLE TAXES WITH RESPECT TO FEES HEREUNDER. ALL FEES ARE NON-REFUNDABLE. FAILURE TO MAKE THE MONTHLY PAYMENT MAY PRECLUDE YOUR ABILITY TO ACCESS THE SOFTWARE.

**2. PROPRIETARY RIGHTS**

**2.1. Ownership.** You acknowledge that the Software and all technologies and other materials that are provided or made available by BioTrack in connection with the Software, and all improvements, enhancements or modifications thereto (collectively, the **“BioTrack Materials”**), are the sole property of BioTrack or our licensors. As between us and you, ownership and title to (i) the BioTrack Materials; (ii) any software, applications, inventions or other technology or materials developed or delivered in connection with the Software; and (iii) all intellectual property rights related to any of the foregoing shall remain with us. The Software is made available for authorized use by you pursuant to the Contract and you have no intellectual property rights therein. As between us and you, ownership and title to your data and any proprietary content submitted by you (*i.e.* other than Third Party Materials)(collectively, **“End User Materials”**), shall remain with you.

**2.2. Our Use of Data.** We shall have the right to collect and analyze data and other information relating to your use of the Software and related systems and technologies (including information concerning End User Materials and data derived therefrom) (collectively, **“Usage Data”**) and may perpetually use such Usage Data for our legitimate business purposes, including to improve and enhance the Software and for other development and innovation, diagnostic, corrective or other business purposes in connection with the Software and our other offerings; *provided that*, except as necessary (i) to provide the Software, (ii) to assist with the administration of Third-Party Materials or (iii) as required by law, unless you consent otherwise or initiate the sharing of such data yourself, (y) any external disclosure or use of Usage Data by us will be in an aggregated form that does not identify or otherwise readily permit the identification of you, any user or other individual and (z) any personally-identified data shall only be used to make the Software available to you or as otherwise required to meet our obligations to the State.

**2.3. Third Party Materials.** The Software may enable you to link to, transmit data to or otherwise access applications, websites, specifications, documentation and systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, equipment, hardware, software (including APIs) and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided by you or a third party (and are non-proprietary to us) and that interoperate with the Software (**“Third Party Materials”**). We do not control and are not responsible for Third Party Materials. For Third Party Materials embedded in the Software, if any, we grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable sublicense to use such Third Party Materials, solely as embedded in the Software and in accordance with these End User Terms of Use, solely to the extent necessary and for the purpose to properly use the Software.

**3. RESTRICTIONS.** You shall not, and shall not permit any other third party to, access or use the Software except for the purposes intended by the State. For purposes of clarity and without limiting the generality of the foregoing, you shall not, nor permit any other third party to, do any of the following in connection with the Software (or any portion or component thereof or documentation or other materials associated therewith): (i) except to the extent specifically mandated by applicable law, copy, download, modify or create derivative works or improvements of the Software or BioTrack Materials; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or BioTrack Materials (or any logins, passwords or other access credentials) to any third party, including on or in connection with the internet or any time-sharing, service bureau, software/platform as a service, cloud or other technology or service; (iii) except to the extent specifically mandated by applicable law, reverse engineer, disassemble, decompile, decode, or adapt the Software or BioTrack Materials or otherwise attempt (x) to derive or gain access to the source code thereof, (y) to re-identify methodologies or processes used therein, or (z) to extract any ideas, algorithms or procedures therefrom, in each case in whole or in part; (iv) bypass or breach any security device or protection used by or in connection with the Software or use the Software or BioTrack Materials other than through the proper use of your then-valid access credentials via expressly authorized connections; (v) input, upload, transmit or otherwise provide to or through the Software or BioTrack Materials (or any related systems, software, hardware, data, materials or services (collectively, **“Related Systems”**)) any information or materials that are unlawful or injurious or any virus, worm, malware or other malicious computer code designed to disrupt, disable or harm the Software or BioTrack Materials (or any Related Systems); (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software or BioTrack Materials (or any Related Systems) or our provision of any products or services to any third party, in whole or in part; (vii) remove, delete, alter or obscure any trademarks, specifications, documentation, end user license agreement, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices in connection with the BioTrack Materials; (viii) use the Software or BioTrack Materials (or any Related Systems) in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law or that is obscene, defamatory, harassing, high-risk (*i.e.* where failure could lead to death or serious bodily injury or physical or environmental damage), unsolicited, misleading, harmful or otherwise inappropriate or unauthorized; or (ix) use the Software or BioTrack Materials (or any Related Systems) for purposes of competitive or benchmarking analysis of the Software or BioTrack Materials, the development, provision or use of a competing software service or product, or for any other purpose or in any other manner that is to our detriment or commercial disadvantage or that is not expressly authorized by these End User Terms of Use. We may suspend or terminate your account and/or your ability to use the Software for failure to comply with these End User Terms of Use.

**4. WARRANTIES AND LIMITATION OF LIABILITY.** You agree to comply with all applicable laws, ordinance, regulations and codes in your use of the Software, including all applicable privacy laws. You shall indemnify and hold us harmless from all claims, damages and related expenses (including reasonable attorneys’ fees) incurred by us that result from your breach of these End User Terms of Use. ANY WARRANTIES WITH RESPECT TO THE SOFTWARE ARE TO THE STATE AS SET FORTH IN THE CONTRACT. WE DO NOT MAKE ANY WARRANTY TO YOU AS THE USER, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS MADE ACCESSIBLE THROUGH THE SOFTWARE ARE PROVIDED “AS IS” AND ANY REPRESENTATION, CONDITION, GUARANTEE OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW (I) NONE OF US NOR ANY OTHER PERSON WHO HAS CONTRIBUTED TO THE DESIGN, DEVELOPMENT, PRODUCTION, DISTRIBUTION, INSTALLATION, IMPLEMENTATION, SUPPORT, OR MAINTENANCE OF THE SOFTWARE SHALL BE LIABLE FOR ANY (I) INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES; (II) LOST BUSINESS OR ANTICIPATED SAVINGS, LOST PROFITS, LOST GOODWILL OR DIMINUTION

IN VALUE; OR (III) LOST, DAMAGED, CORRUPTED OR INACCURATE DATA, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EXTRA-CONTRACTUAL OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY; (II) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EXTRA-CONTRACTUAL OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OUR AGGREGATE LIABILITY TO YOU OR ANY USER OF THE SOFTWARE, REGARDLESS OF THE NUMBER OF OCCURRENCES OR CLAIMS, SHALL BE \$100.

**5. GENERAL.** Your use of the Software shall be governed by the laws of the State. You acknowledge that we may be interrupted, delayed, or prevented from completing performance of any or all of our obligations under these End User Terms of Use due to an occurrence outside of our reasonable control, including fire, flood, explosion, natural disaster or act of God, war, riot, terrorist act, action or inaction of government, strike, labor dispute, materials shortage, shortage of adequate power, internet or telecommunications or conduct of third parties (“**Force Majeure Event**”). We will use reasonable efforts to mitigate the effects of a Force Majeure Event, but shall not be liable or responsible to you, or be deemed to have defaulted under or breached these End User Terms of Use, as a result of a Force Majeure Event. Any dispute arising under these End User Terms of Use shall be submitted exclusively to binding arbitration in the State in accordance with the rules of the American Arbitration Association, and each of us consents to such exclusive forum; *provided* that nothing herein shall prevent either of us from seeking a preliminary injunction or other equitable relief in a judicial proceeding to prevent irreparable harm pending arbitration. EACH OF US HEREBY IRREVOCABLY (I) CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE AND VENUE THEREIN AND (II) VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BETWEEN US BASED DIRECTLY OR INDIRECTLY ON THESE END USER TERMS OF USE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER OF US RELATED TO THESE END USER TERMS OF USE. These End User Terms of Use constitute the complete and exclusive agreement between us and you concerning the subject matter and supersedes any and all prior or contemporaneous proposals, agreements, verbal or written. We reserve the right at any time to modify, alter, or update these End User Terms of Use. We will notify you of any new or revised terms by updating these End User Terms of Use, including information regarding the location of the new or revised terms and conditions. Your use of the Software following any changes means that you agree to follow and be bound by the terms as changed. The Software is controlled and operated from within the United States of America. Without limiting anything else, we make no representation that the Software, information, or other materials available on, in, or through the Software is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Software from other locations do so of their own volition and are responsible for compliance with applicable laws.