



Sales and Service Agreement

1. SERVICES: Sanorbix, LLC ("MBC"), which owns the brand and registered trademark "MyBenefitsChannel," shall provide the Services, as set forth in and defined pursuant to Schedule A ("Services"), to the Client ("Client") and to the end user group ("End User Group") and any user in that group ("End User(s)"), as specified below:

CLIENT NAME: Perris Union High School District

DOING BUSINESS AS: _____

ADDRESS: 155 East 4th Street

CITY, STATE, ZIP CODE: Perris, CA 92570

PRIMARY CONTACT NAME: Judy Miller

FAX NUMBER: (951) 657-5638

TELEPHONE NUMBER: (951) 943-6369 x. 80281

EMAIL ADDRESS: Judy.miller@puhsd.org

BILLING CONTACT NAME: Teresa West

TELEPHONE NUMBER: (951) 943-6369 x. 80220

BILLING EMAIL ADDRESS: Teresa.west@puhsd.org

BILLING ADDRESS: 155 East 4th Street

CITY, STATE, ZIP CODE: Perris, CA 92570

END USER GROUP: Perris Union High School District

PRIMARY CONTACT NAME: Brenna Dorado

TELEPHONE NUMBER: (951) 943-6369 x. 80283

EMAIL ADDRESS: Brenna.dorado@puhsd.org

Accordingly, Client hereby authorizes and empowers MBC to perform or cause to be performed the Services necessary to fulfill the terms of this Sales and Service Agreement (the "Agreement"), beginning on July 1, 2019 ("Effective Date").

2. TERM: This Agreement shall commence on the Effective Date and shall remain in effect for an "Initial Term" of twelve (12) months unless earlier terminated pursuant to Section 7. This Agreement shall not automatically renew.
3. CHARGES: The Client agrees to pay on a monthly basis (or annual basis, as appropriate) without demand or offset to MBC, its agents or assigns, the charges set forth in Schedule A, subject to the terms and conditions as provided for in this Agreement. Such charges will include those charges incurred from the previous month or year and pro-rata and/or prospective subscription charges. MBC reserves the right to increase or decrease the charges provided herein or institute additional charges and/or fees by giving Client written notice sixty (60) days in advance of the effective date of such change, except such notice shall not be required for routine audits of user counts that result in a change. If Client is under-billed, MBC will add the under-billed amount in a future billing cycle. MBC may use any amounts owed to Client under the Agreement to pay or reimburse MBC for amounts owed by Client. Payment shall be made to Sanorbix, LLC.

4. INTELLECTUAL PROPERTY. Except as expressly provided for in this Agreement, the parties shall each retain all intellectual property that they owned prior to the Effective Date, and this Agreement shall not be interpreted or construed to grant a party any rights, title, interest or license in the other party's preexisting intellectual property. MBC shall own all rights, title and interest in any intellectual property related to, within the scope, of or that enhances the Services, including any aggregate data created as a result thereof ("Improvements") during the term of this Agreement, and thereafter. Client hereby assigns all right, title and interest in any intellectual property created by the Improvements to MBC. MBC shall have the right to apply for copyrights, patents (including utility and design patents), or other protection for such Improvements, and to enforce its rights in such Improvements, anywhere in the world under its own name and at its own expense. Each party hereby agrees that neither it nor any of its affiliates shall use the name, logo or any other trademarks of the other party without the prior written consent of the other party, which may be withheld at the sole discretion of the other party.
5. END USER DATA: For the purposes of this Agreement, "End User Group Data" is defined as any data inputted by designated administrators of the End User Group, MBC, or the Client on behalf of the End Users and End User Group, for the purpose of using the Services or facilitating the End Users' use of the Services. The End User Group shall own all rights, title and interest in and to all of the applicable End User Group Data. MBC shall have no responsibility for the legality, reliability, integrity, accuracy and quality of the End User Group Data. If requested by the End User Group, MBC may transfer the End User accounts and any End User Group Data to another designated Client for the purpose of End User Group service and administration of End User accounts. At termination, and provided that Client has paid MBC any and all charges due under Section 3 of this Agreement, MBC will provide Client reasonable transition assistance for up to sixty (60) days relating to the transition to a replacement third party vendor, which may include sending to Client all of Client's Data in a mutually agreed upon format. MBC may require a deconversion confidentiality agreement, and Client may be charged deconversion assistance fees at the then-in-force hourly programming rates for MBC. MBC may in its discretion destroy all End User Group Data, including any personally identifiable or protected health information for users, within one (1) year of termination of this Agreement without any archival or preservation requirement and without further notice to Client, End User Group, or users.
6. LIMITATION OF LIABILITY: Client does not seek indemnity by this Agreement from MBC. MBC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MBC MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICE(S) IT FURNISHES WILL AVERT OR PREVENT CERTAIN OCCURRENCES. Client agrees that MBC shall not be liable for any of Client's losses or damages, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by the negligent acts or omissions of MBC, its agents, employees, contractors, or subcontractors. The Client does hereby waive and release any rights of recovery against MBC that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided. It is agreed that in the event MBC should become liable for any losses, damages or warranty claims attributable to its services in any respect, its total aggregate liability to Client and End User Group shall be limited to the fees and charges received by MBC hereunder, which the Client and End User Group agree is reasonable and is Client's and End User Group's sole and exclusive remedy. No suit or action shall be brought against MBC more than one (1) year after the accrual of the cause of action therefore. MBC shall not be liable for any delays, however caused, or for interruptions of the Services caused by strikes, riots, floods, acts of God or by any event beyond the control of MBC. IN NO EVENT SHALL MBC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, DATA OR USE, INCURRED BY CLIENT OR ITS AFFILIATES OR ANY THIRD PARTY. **See Schedule B additional terms.**
7. TERMINATION/PAYMENT: MBC has the option to terminate this Agreement for cause, including should any payment due from Client to MBC remain overdue for a period of more than thirty (30) days. Should MBC elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt. Either party has the option to terminate this Agreement at any time after completion of the Initial Term by giving the other party written notice thirty (30) days in advance of the effective date of such termination. Past due balances shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is less. Client shall pay any collection costs,

including reasonable attorneys' fees, and other expenses incurred by MBC to collect any sums due under this Agreement.

8. GOVERNING LAW: This Agreement shall be interpreted and governed by the laws of the State of Tennessee without regard to its rules governing conflicts of law.

9. INTENTIONALLY DELETED

10. ENTIRE AGREEMENT: This Agreement, including any schedules or exhibits, or amendments thereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all other agreements between the parties relating to the matters discussed herein, whether written or verbal. Other than this Agreement, there are no verbal agreements, representations, warranties, undertakings or other agreements between the parties.

11. AMENDMENTS: This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the parties have executed and delivered the foregoing Agreement, to be effective as of the day and year first above written.

SANORBIX, LLC:

CLIENT:

By: _____

By: _____

Name: Joshua R. Barnett

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

SCHEDULE A

Selected Services and Pricing:

Number of Total Users: 1890

Length of Contract: July 1, 2019 through June 30, 2020 (12 months)

TOTAL COST: The one-time setup fee is \$0.00 ("Setup Fee").
Recurring annual payment: \$24,488.70.

Explanation of recurring annual payment:

Total Due—Year 1 \$24,488.70.

Total Due—Year 2+ \$24,488.70 (if renewed).

Billing Frequency: Annual, with payment in full no later than July 31, 2019.

Selected Services:

- My Benefits Channel—Core Platform
- Education & Training App
- In-Service App
- Online Paycheck Stub App
- Personnel Records App
- Orientation & Onboarding App
- Benefits App
- 403(b) / 401(k) Education Tracking App
- Online Enrollment App / Ongoing Administration
- Wellness Center App
- Wellness Management Services
- eHealth Clinic App
- Wellness equipment (as specified below)
- ACA Compliance Suite (our SaaS solution), which includes as follows:
 - Time & Attendance App
 - HCR Variable Hour Employee (VHE) Tracking App
 - HCR Required Notices App
 - HCR IRS Reporting App
 - ACA Education/Services/Consulting
- ACA Total Management, which includes as follows:
 - Determine Codes/Review Automated Suggestions
 - Import Codes
 - Import Coverage
 - Import Offers
 - Calculate Affordability
 - Assist verification of ER Data w/ IRS
 - Review 1095-C With Client
 - Process 1095-C
 - Process 1094-C
 - Answer Code Questions

Process 1095-C Corrections
 Process 1094-C Corrections
 Scrub Data
 Run Audit Tool Kit
 Import Clean Up
 Consulting

Additional Terms:

- Users are calculated by the number of accounts on My Benefits Channel with an "Active" status. At any point during the Term, MBC reserves the right to routinely audit user counts and invoice Client for actual usage if it exceeds the user levels indicated on collective Schedule A by more than ten percent (10%). If Client is under-billed, MBC will add the under-billed amount in a future billing cycle. MBC may use any amounts owed to Client under the Agreement to pay or reimburse MBC for amounts owed by Client. Payment shall be made to Sanorbix, LLC. State and local sales tax will be applied to invoices as required by law.
- ACA Reform Termination: Either party may terminate the Agreement upon at least ninety (90) days prior written notice that material changes to the Affordable Care Act or other applicable laws render the Selected Services ineffective, unnecessary, or unlawful ("ACA Reform Termination"). Notwithstanding the foregoing sentence, there shall be no such ACA Reform Termination if MBC provides Client an update schedule and plan for the Selected Services that will address the material changes or the replacement law applicable to employers ("ACA Reform Feature Development Plan") and such ACA Reform Feature Development Plan is reasonably calculated to be completed by MBC before the effective date of the material changes or replacement law applicable to employers. In the event of an ACA Reform Termination, Client shall be entitled to a prorated refund for ACA related services only.

TOTAL COST: \$24,488.70 (plus ACA Print & Mail Fees, as used)

ACA Print & Mail Service:

Description & Pricing—Billed for actual use only; electronic delivery is no additional charge.	
Print and Mail Fee: \$1.50 per Form for Non-Peak Service (estimated total if 100% participation at Non-Peak Service Times: \$2,836.00 ; No Print & Mail charge for employees consenting to electronic delivery.)	
Print and Mail Fee: \$3.00 per Form for Peak Service	
Pricing Details:	<ul style="list-style-type: none"> • Total cost will be adjusted based on actual number of employees and mailings. • The fees above may be subject to periodic adjustments as set forth in this Agreement. • If multiple or additional prints and mailings are required to a recipient, fees above will be charged per Form, not per individual or recipient. • Pricing varies based on timing of service. Print and mail service performed on the IRS furnishing due date, or during the period beginning five (5) business days prior thereto, will be considered "Peak Service". Service performed at times other than "Peak Service" times will be considered "Non-Peak Service".

Client Responsibilities:

Client is required to furnish MBC data that is complete and accurate ("Client Data"). If MBC's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion into the applicable IRS Schedules, MBC will so inform Client and MBC will not prepare any such IRS schedules for distribution and/or submission to the IRS for filing until after such time as Client provides to MBC complete and accurate Client Data. Client is required to furnish Client Data on a monthly basis. If Client's vendors require payment for Client Data, Client shall be responsible for any third-party fees. Client benefits data files must contain all information requested by MBC, which may include, but not limited to, the following: for each Client employee: (a) name; (b) social security number ("SSN"); (c) employee class (e.g., officer, manager); (d) offer of healthcare coverage start and end date(s); (e) healthcare enrollment start and end date(s); and for each employee's dependent(s): (f) name; (g) SSN or date of birth; and (h) healthcare enrollment start and end date(s). Client understands that any resubmission may result in delay in the completion of the Services. Any resubmission of Client Data after delivery to Client of 1094/1095 Schedules will result in an additional reprocessing fee of twenty percent (20%) of total fees for the reporting year. If the Look-Back Measurement Method is to be applied, Client must furnish Client Data for the required look back-period. Client is required to use its best efforts to submit Client Data files covering each Month within thirty (30) days of the end of each such month to MBC except as to backlog Months for which Client is required to submit Client Data files to MBC within sixty (60) days of the Agreement, provided however, Client Data for the full reporting year must be provided no later than January 8th of the subsequent year. MBC may conduct one or more reconciliations during the reporting year to assist in identifying any missing data. If MBC identifies to Client any missing data, Client must provide such missing data no later than thirty (30) days upon request unless the request is made after December 8th, in which case the Client must provide such missing data no later than January 8th. For agreements executed on or after October 1st of the reporting year, Client is required to provide Client Data pursuant to the following timetable for the reporting year: (a) no later than November 30th for the reporting months of January through October and (b) no later than the subsequent January 8th for the reporting months of November and December. All requested Client Data for the reporting year must be provided no later than the subsequent January 8th. Failure to meet this deadline and/or any other deadline specified herein may result in delay in MBC's completion of the Services, including after one or more applicable IRS deadlines. Client is required to cooperate in securing any available IRS extensions deemed necessary by MBC. There may be penalties, interest, or other damages charged to Client as a result of late-filed Forms 1094-B, 1095-B, 1094-C and 1095-C. MBC is not liable to the Client or IRS for any damages resulting from the Client's untimely submission of data.

All other terms and conditions of the Agreement that are not hereby amended are to remain in full force and effect. The Agreement, as amended by this Amendment, constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes any prior oral or written agreements or understandings.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged the approval of this Amendment as of the dates written below.

SANORBIX, LLC:

CLIENT:

By: _____

By: _____

Name: Joshua R. Barnett

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

SCHEDULE B
CYBERLIABILITY

Notwithstanding Section 6 of the Agreement, the following indemnification shall apply:

INDEMNIFICATION: Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with a cybersecurity breach caused by a Party to the other Party. MBC represents to Client that it maintains cyberliability insurance as shown on the attached certificate of insurance. All remaining provisions of Section 6 of the Agreement shall be in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company PO Box 970069 Boston MA 02297	CONTACT NAME: PHONE (A/C, No, Ext): 617-330-5700	FAX (A/C, No): 617-439-3752
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Underwriters at Lloyds		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED 90385
 Five Points ICT, Inc
 P.O. Box 680325
 Franklin TN 37068

COVERAGES

CERTIFICATE NUMBER: 902610852

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional/Cyber Liability			ESH07819341	10/23/2018	10/23/2019	Aggregate Retention \$5,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance:

- Five Points ICT
- Five Points Benefits Solutions LLC
- Sanorbix LLC
- J.A. Smith and Associates

CERTIFICATE HOLDER**CANCELLATION**

Five Points ICT Five Points Benefits Solutions LLC
 Sanorbix LLC J.A. Smith and Associates
 PO Box 680325
 Franklin TN 37068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE