OPEXUS

This Subscription Agreement ("Agreement") describes the terms and conditions that apply to OPEXUS Software and Services.

Contents

Section 1: Licenses and Subscriptions

A. **Scope of License.** Subject to the terms and conditions of this Agreement and pursuant to a valid Order and upon payment of the fees for Software, OPEXUS grants Customer a limited, personal, non-transferable, non-assignable, non-exclusive, revocable license to use and allow use of the Software and/or Services described in an accepted purchase Order, and in accordance with the Documentation provided to Customer. Customer may permit any individual to use the Software or Services (subject to the quantity purchased), provided that: (1) Customer advises each User of the terms of this Agreement, (2) each User agrees to be bound by the same; and (3) Customer provides reasonable assurances upon request that the requirements of this Agreement have been satisfied.

1. **"OPEXUS Software" (or "Software")** refers to the software, application, solution, platform, add-on, connector, portal, or other computer program or operating information provided by OPEXUS, including any products, developments, processes, techniques, or other protectable item, designed, developed, sold, or licensed by OPEXUS, or using OPEXUS Software or proprietary information, including all third-party software under license embedded therein, and including all versions, updates, upgrades, bug fixes, patches, derivatives, and maintenance thereto. For the purposes of this Agreement, OPEXUS Software shall also include: a) OPEXUS provided Cloud, Software-as-a-Service ("SaaS"), Platform-as-a-Service ("PaaS"), and Infrastructure-as-a-Service ("IaaS") subscriptions; b) all Documentation and other deliverables provided to Customers in connection with OPEXUS Software; and c) all Infrastructure-as-a-Service and network hardware storage, servers, CPUs, and software used by OPEXUS or provided to Customer in connection with OPEXUS Cloud and Software-as-a-Service.

2. **"OPEXUS Services" (or "Services")** includes those professional and/or administrative services offered commercially by OPEXUS, including, but not limited to, maintenance, support, training, design, and development.

3. "Documentation" shall mean the user manuals, policies, and guidelines relating to the use of the Software delivered by OPEXUS to Customer in printed or electronic form.

4. "User" shall mean an individual authorized by OPEXUS and Customer to access the Software or Services.

B. OPEXUS Hosting.

1. Availability. OPEXUS shall use commercially reasonable efforts to provide Licensee with access to Software hosted by OPEXUS with at least 99.9% uptime of the Hosted Software on a 24 hours per day, 7 days per week, 365 days per year basis ("Service Level Goal").

2. Exclusions. OPEXUS is not liable for any hosted Software downtime or inaccessibility caused in whole or in part by any of the following:

   a. Scheduled Downtime for Preventative Maintenance. "Preventative Maintenance" includes installation of patches, bug fixes, upgrades to the operating system, hardware, and/or firmware upgrades, and any other measures that OPEXUS deems necessary to ensure the proper functioning and security of its data center and Hosted Software, in its sole and exclusive discretion. Licensee acknowledges that OPEXUS shall have the exclusive right to schedule and implement Preventative Maintenance measures, including those resulting in system and application downtime, rendering the Hosted Software temporarily inaccessible ("Scheduled Downtime"). OPEXUS will make commercially reasonable efforts to minimize any impacts on Licensee and to provide Licensee with advance notice of Scheduled Downtime, except that no notice will be given for Scheduled Downtime that occurs outside OPEXUS regular business hours.

   b. Licensee's: (a) use of any hardware, software, or services not provided by OPEXUS as part of its Hosted Software; (b) use of the Hosted Software in a manner inconsistent with OPEXUS' direction, instruction or guidance; (c) faulty input, instructions, or arguments (such as requests to files that do not exist); (d) actual or threatened breach of any agreement(s) between OPEXUS and Licensee, including Licensee's excessive and unauthorized use and/or failure to pay associated fees and costs; or (e) failure, negligent or otherwise, to follow appropriate security practices;

   c. Any person gaining access to OPEXUS' hosting environment and/or Hosted Software by means of the Licensee's passwords, equipment, or other means of access without OPEXUS' express written approval; or

   d. Factors outside OPEXUS' reasonable control, including, but not limited to: (a) network or device failure external to OPEXUS' data center, at the Licensee's site, or between OPEXUS' data center and the Licensee's site; or (b) bugs, defects, or changes in infrastructure and software used in connection with the service and not provided by OPEXUS (such as operating system software, database software, and content management software).

3. Service Credits. In the event availability falls below 99.5% in a given month, Customer shall receive a credit for the period of unexcused downtime, rounded to the nearest hour, and calculated as follows: Service Credit = (Total Downtime Hours – Scheduled Downtime) * (monthly Software fees / 730). This Service Credit shall be Customer's sole and exclusive remedy for Software unavailability. Service Credits must be claimed within two months following the end of the month for which Customer may be entitled to such credit or will be forfeited by Customer.

D. On-Premises Installation and Third-Party Hosting. Customer may operate and manage OPEXUS Software from a Customer or third-party infrastructure ("Alternative Hosting"), provided Customer: (1) notifies OPEXUS of the address and name of the entity operating the facility; (2) authorizes OPEXUS to share the name and address of such entity with Third-Party Licensors; and (3) such entity agrees to: (a) store and/or load OPEXUS Software only on computers and media that are secure from unauthorized access; (b) only operate the OPEXUS Software to make it available to Customer over the Internet or other transmission medium and not for any other purpose; (c) not attempt to reverse engineer, disassemble, decompile or otherwise derive the source code or other OPEXUS proprietary information

from the OPEXUS Software, and (d) otherwise comply with the terms and conditions of this Agreement to the same extent as Customer and assist OPEXUS in enforcing its terms as applicable (such as terminating or suspending Customer's access). Except as separately agreed-upon, OPEXUS shall have no liability for maintaining any particular service level in connection with any Alternative Hosting described herein. Customer may make one (1) copy of Software installed at an Alternative Host site for backup purposes, only.

Section 2: Services

A. Statement of Work. OPEXUS Services, including, but not limited to, Software maintenance, design, development, support, training, installation, configuration, and data migration services, shall be subject to this Agreement and an agreed-upon Statement of Work ("SOW") setting forth the scope, level of effort, duration, and other details of the Services to be performed. OPEXUS shall have no obligation to provide any Services in excess of the quantity defined in an Order and accompanying SOW. Customer shall be responsible for reasonable expenses incurred by OPEXUS in providing Services (including travel and lodging).

B. Help Desk.
1. Availability. The OPEXUS Help Desk is available Monday through Friday 8:30 a.m. to 5:30 p.m. ET, excluding U.S. Federal holidays. Use of the OPEXUS Help Desk requires a current Help Desk Support subscription. More information is available at https://www.opexustech.com/support-service/. Help Desk Services are not available for issues related to the following, as determined in OPEXUS' sole and exclusive discretion:
   a. Malfunctions of Customer or Customer-provided computer systems or communications networks;
   b. Use of the Software contrary to the terms of then current Documentation or any specific OPEXUS directives;
   c. Modifications, enhancements, or customizations of the Software;
   d. Any use of the Software in disregard of any known adverse consequences, including, without limitation, Customer's failure to make appropriate backups or to follow warning messages and other written instructions;
   e. Any version of the Software older than the current and immediately preceding major release; and
   f. Any other cause not attributable to OPEXUS, regardless of whether such issue was known to OPEXUS.
2. Response Times. OPEXUS will provide a response to most help desk inquiries within four (4) hours. OPEXUS will provide a response to critical issues within two (2) hours. An issue is critical if it is causing a complete loss of ability to use the Software by most Users. A "response" is an acknowledgement of the request and assignment of a case number or ticket identification. Resolution times are dependent upon the nature and severity of the issue raised.

C. Independent Contractor. OPEXUS shall perform all services and provide all deliverables (including OPEXUS Software), as an independent contractor. Except for individuals identified as Key under a particular Order or SOW, or as otherwise explicitly agreed-upon for specific services, OPEXUS retains sole discretion and full control over the selection, engagement, and supervision of any employees or subcontractors utilized in fulfillment of its obligations under this Agreement. This Agreement does not establish a teaming, joint venture, joint employer, partnership or other business relationship between the Parties. Neither OPEXUS nor Customer shall be considered an employee, agent, or representative of the other. Unless explicitly stated, nothing in this agreement grants to either Party the right to make commitments of any kind for, or on behalf of, the other Party.

Section 3: Customer Obligations

A. **Compliance with Laws.** Customer must comply with all applicable laws, rules, and regulations that might apply to its access and usage of the Software.

B. **Compliance with Purchase Order Terms.** Customer must comply with the terms of any Order. Customer must make prompt payment to OPEXUS for all amounts due. Customer may not withhold any payments claimed by OPEXUS pending resolution of any dispute.

C. **Infrastructure, Training, and Approvals.** Customer must provide at least the minimum IT infrastructure (hardware and software) necessary for the proper and secure functioning of the Software, and sufficiently trained and experienced personnel to meet Customer's requirements in an SOW. Customer agrees to promptly test (as required) and implement (or allow implementation of), all updates, patches, bug fixes, changes, suggestions, or work-arounds provided by OPEXUS. Customer agrees that OPEXUS may implement new versions of the Software on behalf of the Customer without seeking or requiring Customer's prior approval. Users must receive sufficient training to be able to operate the Software in accordance with the Documentation and OPEXUS instructions. Customer must make best efforts to obtain all approvals, clearances, or certifications necessary in a timely manner, including personnel badging, authorities-to-operate, and other pre-conditions to OPEXUS' performance under the contract. Delays not attributable to OPEXUS require adjustment in scope, schedule, and costs.

D. **Controls.** Customer must use best security and IT system sharing practices to ensure that Users, including Customer's employees, vendors, consultants, and contractors, clients, customers, and other third-party Users, comply with the terms and conditions of this Agreement. Customer agrees to be liable for any breaches of this Agreement by its Users and to implement reasonable controls on access to and use of OPEXUS Software in order to comply with this Agreement.

E. **Restrictions on Use.** Customer may not distribute, disclose, market, rent, lend, lease, sell, resell, or transfer the Software, or any license or Services to any third party without OPEXUS' prior written consent. Customer may not use any Restricted Release licenses or Software to generate revenue or profits. Customer may not use OPEXUS Software or Services for any illegal purpose under applicable laws. OPEXUS Software should not be used in circumstances where errors or inaccuracies in the content, functionality, services, data or information provided by the Software, or the failure of the Software, could lead to death, personal injury, or severe physical or environmental damage.

F. **Prompt Reporting.** Customer must promptly report to OPEXUS any unauthorized use or access to the Software, or other violation of this Agreement. Customer must promptly report any Software bugs or Software issues to OPEXUS and comply with OPEXUS' reasonable requests in connection with bug and Software issue resolution, including by providing OPEXUS with timely access to data and Customer personnel. Customer shall be responsible for the accuracy and completeness of all data and information provided to OPEXUS in connection with this Agreement.

G. **Cooperation.** Customer must cooperate fully with the terms of this Agreement. Customer shall support OPEXUS in investigating and remedying alleged violations of this Agreement, including validations and audits of Customer's deployment and use of the Software. Such cooperation may include providing usage logs generated by the Software. OPEXUS reserves the right to include and employ means within the Software to monitor and/or limit Customer usage in accordance with this Agreement.

Section 4: Customer Technical Restrictions

Customer shall not cause or permit any:

A. **Copying.** Copying or reproduction of the Software.

B. **Modifications.** Modifying, adapting, or preparing any derivative works from OPEXUS Software, or any part thereof. Subject to OPEXUS' written approval, Customer may add extensions to the Software's

capabilities, including, but not limited to, connectors, components, plug-ins, external system integrations, and expressions ("Extensions"). Customer has sole responsibility for the support of these Extensions, and any errors, malfunctions, or interferences caused in or to OPEXUS Software by the Extensions. Extension-related issues are not covered by any other OPEXUS support, service level, or warranty requirements.

C. **Reverse Engineering.** Alteration, reverse engineering, recompilation, translation, disassembly, or discovery of the source code of all or any portion of the Software.

D. **Security Reviews.** Technical security integrity review, penetration test, load test, denial-of-service simulation, or vulnerability scan in connection with the Software or Services.

E. **Testing Disclosure.** Disclosure of the results of Software performance benchmarks to any third-party without OPEXUS' prior written consent.

F. **Bots.** The use of any software tool designed to automatically emulate the actions of a human user (also known as "robots" or "bots") in connection with the Software or Services.

G. **Open-Source Software.** Use of Open Source or any third-party software in connection with OPEXUS Software in any manner that might require that the OPEXUS Software be disclosed or distributed in source code form, made available free of charge, or modifiable without restriction by recipients.

H. **APIs.** Use of Application Programming Interfaces ("APIs"), macros, and/or user interfaces not supported by OPEXUS that interfere with the Software and/or its data in any respect.

I. **Links.** Use of any Internet "links" to the Software or other method of "framing" or "mirroring" any content available on the Software on any other server or Internet-based device.

Section 5: Orders, Acceptance, and Payments

A. **Order Requirements.** Orders must include, at a minimum: (1) A defined period of performance; (2) Software and service descriptions; (3) The quantity purchased by Customer (e.g. number of Users or funded hours) and a Statement of Work (as applicable); and (4) Final agreed-upon cost per item. The Order may include additional terms and conditions as agreed upon by OPEXUS and Licensee.

B. **Delivery, Acceptance, and Invoicing.** Licenses, subscriptions, and help desk services are deemed delivered and accepted upon the beginning of the applicable period of performance. OPEXUS shall invoice Customer within thirty (30) days of acceptance, or upon the achievement of certain milestones as detailed in an SOW. Any applicable post-acceptance rights must be exercised within thirty (30) days of delivery.

C. **Prompt Payment.** Customer shall pay all fees (inclusive of taxes and other applicable charges) when and as specified therein, but in any event no later than thirty (30) days after the date of invoice. Opexus shall state separately on invoices taxes excluded from the fees (if any), and Customer agrees either to pay the amount of the taxes due or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Customer is responsible for providing complete and accurate billing and contact information to OPEXUS and promptly notifying OPEXUS of any changes to such information.

Section 6: Term and Termination

A. **Term and Renewal.** The license(s) and/or Services described herein terminate upon expiration of the Term specified in Customer's Order. If no Term is specified, the Term is one (1) year from the date of purchase.

B. **Suspension.** OPEXUS may immediately suspend Customer's License, Service, or Order in whole or in part if OPEXUS has reason to believe Customer's use of OPEXUS Software or Services has or will threaten and/or harm the security and/or integrity of the Software or Service. Such suspension shall be lifted upon remediation of OPEXUS' concerns.

C. **Effect of Termination or Suspension.** Upon termination or suspension of this Agreement, Customer shall cease use of, and OPEXUS may immediately deactivate, Customer's account or otherwise prohibit

Customer's and any User's access to OPEXUS Software or Services, as applicable. All other terms and conditions shall survive termination and suspension. Customer shall remain liable to OPEXUS for all fees accrued and/or payable to OPEXUS prior to the effective date of termination and suspension. Customer shall not be entitled to a refund of any fees except as otherwise described herein. Suspensions, stop-work orders, terminations for convenience, or other material modifications of an Order require equitable adjustments of the fees paid to OPEXUS.

D. **Return of OPEXUS Property.** Customer acknowledges and agrees that following termination of Customer's license, services, and/or this Agreement for any reason, Customer shall return all OPEXUS property and proprietary information to OPEXUS and that OPEXUS may immediately deactivate Customer's account or otherwise prohibit Customer's and any third-party licensee's access to OPEXUS Software, as applicable.

Section 7: Proprietary Rights, Trademarks, and Publicity

A. **Limited Rights.** This Agreement is not a sale and does not convey to Customer any rights of title or ownership in or to the Software, or any Derivatives, thereof. All rights not expressly granted to Customer hereunder are reserved by OPEXUS (or Third-Party Licensors, as applicable).

B. **OPEXUS Intellectual Property.** OPEXUS (or Third-Party Licensors, as applicable) shall retain all right, title, and interest in and to all existing OPEXUS or third-party intellectual property, as well as the Software and any copies thereof, including any copies, suggestions, ideas, enhancement requests, feedback, recommendations, translations, modifications, adaptations, derivations, or other information provided by Customer or any other party related to OPEXUS' Software, including any improvement or development thereof, and OPEXUS' performance of any Services hereunder. Customer acknowledges and agrees that such ideas, enhancements, or other information or improvements provided to Customer in connection with this Agreement and/or OPEXUS Software or Services shall be owned exclusively by OPEXUS, and that any improvements, developments, or other works provided by OPEXUS are not "works made for hire" under applicable copyright laws. Customer agrees to assign any such claim of ownership, title, or other interest to OPEXUS upon OPEXUS' request.

C. **Customer Intellectual Property.** Customer shall retain ownership of all Customer Data and pre-existing Customer intellectual property. Customer grants OPEXUS a non-exclusive, world-wide, royalty-free, paid-up license to use any Customer Intellectual Property as reasonably necessary for OPEXUS to comply with the terms of this Agreement, or as otherwise described herein. If such pre-existing materials are incorporated within or derivative of OPEXUS Software, Customer shall grant OPEXUS a non-exclusive, transferable, paid up, irrevocable, world-wide license to use, distribute, license, reproduce, modify, and otherwise make use of such materials, in OPEXUS' discretion and/or for OPEXUS' benefit.

D. **For U.S. Government Customers and Purchases Subject to the Federal Acquisition Regulations:**
   1. **Commercial Computer Software and Commercial Items.** FAR 12.211 Technical Data and Far 12.212 Computer Software apply. The Software and Services described in this Agreement and accompanying Order are Commercial Items subject to FAR 52.212-4. OPEXUS Software products and software deliverables are Commercial Products as defined in FAR 52.227-14, and include Limited Rights Data as defined therein. Any non-Software deliverables provided under this Agreement containing OPEXUS' copyrighted or other protected or proprietary material is provided as Limited Rights Data. OPEXUS Services may also include Restricted Computer Software and/or Limited Rights Data.
   2. **Restricted Computer Software.** Restricted Computer Software may be: 1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to

which the computer(s) may be transferred; 2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative; 3) Reproduced for safekeeping (archives) or backup purposes; 4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract; 5) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and 6) Used or copied for use with a replacement computer.

3. Limited Rights Data. Limited Rights Data may be reproduced and used by the Government with the express limitation that the Limited Rights Data will not, without written permission of OPEXUS, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for pre-approved purposes; provided that the Government makes such disclosure subject to prohibition against further use and disclosure;

4. Custom Software Development. FAR 52.227-14, Alternate IV (Dec 2007), applies to developments or data first produced on behalf of the Government. Upon payment of all amounts due, Customer shall receive unlimited rights to use, reproduce, prepare derivative works from, perform publicly, and display publicly OPEXUS' work product which is specifically developed for the Customer and not otherwise the property of OPEXUS as described herein. The ability to access such software or exercise such rights may be subject to the Customer's continued license of OPEXUS Software, if such Software is necessary for its operation and proper functioning. OPEXUS reserves the right to use, sell, release to others, reproduce, distribute, or publish any data first produced or specifically used by OPEXUS in the performance of the contract.

E. Trademarks. Except as otherwise expressly granted in this Agreement, no license, right, or interest in or to any OPEXUS trademark, copyright, trade name, or service mark is granted hereunder. The OPEXUS name and logo and the product names associated with the Software are trademarks of OPEXUS or third-parties, and no right or license is granted to use them. Customer may replace OPEXUS logos and marks appearing on the Software log-in pages and other functional web pages in the Software with the Customer's marks and logos, provided these marks and logos do not violate the intellectual property rights of OPEXUS or any third-party or any other terms of this Agreement. Customer agrees to promptly remove any such logos or marks that OPEXUS rejects, in its reasonable discretion. Except as otherwise set forth above, Customer may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent, confidentiality, or copyright notices or markings contained in the Software, or add any other notices or markings to the Software without OPEXUS' express written consent.

F. Publicity. OPEXUS may use Customer's name for the purposes of advertising and publicity to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

Section 8: Customer Data

A. Definition. "Customer Data" includes all data or information processed, generated, or displayed by, stored in, input to, or output from, OPEXUS Software by Customer, including, without limitation, sensitive and/confidential data belonging or related to Customer or a third-party (such as personally identifiable information). Customer Data shall also include all proprietary and protected data or information provided by Customer in connection with OPEXUS Services, except for items such as enhancement requests, modification suggestions, or other information constituting OPEXUS Intellectual Property.

B. **Rights in Data.** Except for the limited purposes specified in this Agreement, Customer is the owner of all Customer Data and shall retain all rights and title to Customer Data, as well as all liabilities associated with its collection, processing, and retention.

C. **License Grant.** Customer grants to OPEXUS a fully-paid, non-exclusive, world-wide, royalty-free, transferable license to collect, store, monitor, process, host, use, display, copy, and transmit Customer usage data and Customer Data to: (1) provide Customer with Software and Services; (2) comply with and enforce the terms of this Agreement; (3) improve OPEXUS' products and services; and (4) for other legitimate business purposes.

D. **Restrictions.** OPEXUS shall use and process Customer Data only as set forth herein or as directed by the Customer and implement reasonable technical and organizational security measures to protect the Customer Data against unauthorized or unlawful use and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm or damage which might reasonably result from any unauthorized or unlawful use, accidental loss, destruction, damage, alteration, or disclosure, and having regard to the nature of the Customer Data, or as otherwise agreed-upon in writing. OPEXUS shall take reasonable steps to ensure that all OPEXUS staff required to access the Customer Data are informed of the confidential nature of the Customer Data and comply with the obligations set out in this clause. OPEXUS retains the right, but not the obligation, to remove any data from OPEXUS Software, environments and hardware that may, in OPEXUS' sole discretion, violate this Agreement.

E. **Compliance with Laws.** Customer is solely responsible for complying with any and all applicable rules, laws, and regulations applicable to Customer Data, including, but not limited to, the Privacy Act of 1974, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the California Consumer Privacy Act, Digital Millennium Copyright Act, and the E.U. General Data Protection Regulation. Such liability includes providing legally adequate notices, obtaining necessary consents for the collection, processing and storage of Customer Data, and data belonging to, originating from, or regarding any third-party, and processing such data in accordance with applicable laws and regulatory or contractual obligations. Customer is responsible for handling and processing all requests, demands, and notices sent to Customer (or any User) by any third-party relating to such party's rights under applicable laws, and for appropriately responding in accordance therewith. OPEXUS will notify Customer in writing if it becomes aware of any breach of Customer Data or any claim in connection with such breach or other claim under applicable laws.

F. **Data Migration and Deletion.** Upon termination of a license, OPEXUS will provide Customer with an export of all Customer Data in OPEXUS' possession in a common format of OPEXUS' choosing. OPEXUS shall have no other obligation to migrate Customer Data to or from OPEXUS Software, or to maintain any Customer Data for more than thirty (30) days after the termination or expiration of this Agreement, unless otherwise agreed between the Parties. After that thirty (30) day period, OPEXUS will have no obligation to maintain or provide Customer's Data, and may thereafter delete or destroy all copies of Customer Data in Company systems or otherwise in Company possession or control, unless legally prohibited and excluding any copies of Customer Data that may be retained on backup media beyond the end of such period pursuant to Company's then-current back-up procedures.

Section 9: Confidentiality

A. **Definition of Confidential Information.** "Confidential Information" includes any and all information that the disclosing Party considers to be confidential, proprietary, non-public business information or a trade secret, in any form whatsoever, including, but not limited to, discoveries, concepts and ideas, regarding: (a) Product or service information, including designs and specifications,

development plans, patent applications, and strategy; (b) Marketing information, including lists of potential or existing customers or suppliers, marketing plans, and surveys; (c) Computer software, including codes, flowcharts, algorithms, architectures, menu layouts, routines, report formats, data compilers, and assemblers; (d) Financial information, including sales, and revenue information; (e) sensitive information protected by statute or regulation, such as Personally Identifiable Information and Protected Health Information; and (f) Any other information identified as Confidential by either Party. "Confidential Information" does not include any information that: (i) Is in the public domain at the time of disclosure without any breach of this agreement by the receiving Party; (ii) Is already known to the receiving Party at the time of disclosure without any breach of this agreement by the receiving Party; or (iii) Becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party which the receiving Party has no reasonable basis to believe is prohibited from disclosing such information to the receiving Party.

B. Use of Confidential Information. Customer agrees that it will treat OPEXUS' Confidential Information with at least the same degree of care that it uses in protecting its own confidential and proprietary information, but in no event less than a reasonable degree of care. Customer agrees that Confidential Information disclosed to it shall be used solely in furtherance of and as described in this Agreement. Customer shall not copy or reproduce, in whole or in part, any Confidential Information without written consent of OPEXUS. Except as expressly agreed in writing, Confidential Information shall not be used by Customer to invent, create, modify, adopt, or manufacture any hardware or software or other products, services, or processes.

C. Disclosure of Confidential Information. Customer agrees that it will not disclose any Confidential Information to any individuals, including employees, except as is necessary for performance under this and any other agreement between the Parties. Customer agrees that it will not disclose any Confidential Information to any third-parties without OPEXUS' express written consent. Customer agrees to advise any individual and/or entity receiving Confidential Information of the limitations on its use and disclosure set forth herein, and to require such individual and/or entity to execute a confidentiality and non-disclosure agreement at least as restrictive as this agreement. Customer shall ensure that all disclosures to its employees or to third-parties hereunder are marked with appropriate legends, as required or permitted under Government regulations, in order to preserve the proprietary nature of the information and OPEXUS' rights therein. Customer shall be responsible for any unauthorized use and disclosure of Confidential Information by any individual or entity to whom the Customer provides OPEXUS' Confidential Information, as if committed by Customer. Customer may disclose Confidential Information as required by any law, regulation, court order, subpoena, or other compulsive legal or administrative process, provided that: (a) Customer immediately notifies OPEXUS and provides OPEXUS with any relevant documentation upon request, including, but not limited to, Confidential Information in Customer's possession that it believes it must disclose; (b) Customer actively resists, restricts, and limits disclosure of Confidential Information, including, but not limited to, by making lawful objections to demands, obtaining confidentiality agreements and protective orders, and using redactions and confidentiality markings; and (c) Customer fully cooperates with any lawful and reasonable efforts by OPEXUS to protect its Confidential Information from disclosure. This exception from liability does not apply to any disclosure of Confidential Information caused in whole or in part by Customer's unauthorized conduct.

D. Open Records Laws. To the extent the Freedom of Information Act (5 U.S.C. 552) or other open records law applies to the Customer, Customer agrees to provide OPEXUS with notice and an opportunity to object to the release of any Confidential Information. Customer further agrees to disclose Confidential Information only to the extent strictly necessary to comply with the applicable law.

E. **Return and Destruction.** Upon written request by OPEXUS, Customer shall promptly: (1) Cease and desist from any use or disclosure of OPEXUS' Confidential Information; (2) Return any of OPEXUS' Confidential Information in its possession or under its control to OPEXUS; and (3) Upon OPEXUS' express direction, destroy any of OPEXUS' Confidential Information in its possession or under its control and certify its destruction in a manner agreeable to OPEXUS.

Section 10: Defense and Indemnification

A. **Software Copyright Infringement.** THIS SECTION STATES OPEXUS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

    1. **Scope.** OPEXUS will have the right to intervene to defend Customer at its own expense in any action against Customer alleging that the Software directly infringes any U.S. copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secret Law, and OPEXUS will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action, provided that (a) Customer notifies OPEXUS in writing within thirty (30) days of the claim; (b) OPEXUS has control of the defense and all related settlement negotiations; and (c) Customer provides OPEXUS with the assistance, information, and authority necessary to perform the above. Reasonable expenses incurred by Customer in providing such assistance may be reimbursed by OPEXUS.

    2. **Exclusions.** OPEXUS shall have no defense or indemnification obligation or other liability for any claim of infringement based on: (a) Any use of the Software not in accordance with this Agreement or for purposes not intended by OPEXUS; (b) Use of a superseded or modified release of the Software, except for such alteration(s) or modification(s) which have been made by OPEXUS or under OPEXUS' direction, if such infringement would have been avoided by the use of a current unaltered release of the Software that OPEXUS provided or would have provided to Customer at no additional charge beyond applicable service fees; (c) Content or software provided by the Customer or developed for Customer pursuant to written specifications or instructions provided by Customer; and/or (d) The combination, operation, or use of any Software furnished under this Agreement with programs, data, products or hardware not furnished by OPEXUS, if such infringement would have been avoided by the use of the Software without such items. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

    3. **Remedies.** In the event the Software becomes, or is likely to become, the subject of an infringement or misappropriation claim, OPEXUS shall have the option, at its expense, to: (a) Modify the Software to be non-infringing; (b) Obtain for Customer a license to continue using the Software; (c) Substitute the Software with other software reasonably suitable to Customer; or (d) If, in OPEXUS' opinion, none of the foregoing remedies are commercially feasible or practicable, terminate the license for the infringing Software and refund any prepaid license fees covering the remainder of the license term for that Software after the effective date of termination.

Section 11: Warranties

A. **Authority.** Each Party warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.

B. **Software and Services Warranty.** Opexus warrants that the Software and Services will, for a period of sixty (60) days from the date of delivery, perform substantially in accordance with the accompanying

Documentation. Except as expressly set forth in the foregoing, all Software and Services are delivered and deemed accepted "as is". OPEXUS does not warrant that the Software or any deliverable will meet Customer's requirements, or that the Software or any deliverable will operate in the combinations which Customer may select for use, or that the operation of the Software or any deliverable will be uninterrupted or error-free, or that all Software or deliverable errors will be corrected.

C. DISCLAIMER. EXCEPT AS OTHERWISE STATED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES IMPLIED FROM CUSTOM, USAGE IN TRADE, OR COURSE OF DEALING, TITLE OR NON-INFRINGEMENT. ALL SOFTWARE AND SERVICES ARE DELIVERED AND DEEMED ACCEPTED "AS IS". OPEXUS DOES NOT WARRANT THAT THE SOFTWARE OR ANY DELIVERABLE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SOFTWARE OR ANY DELIVERABLE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SOFTWARE OR ANY DELIVERABLE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL SOFTWARE OR DELIVERABLE ERRORS WILL BE CORRECTED.

Section 12: Limitations and Disclaimers of Liability

A. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE AGGREGATE AND CUMULATIVE LIABILITY OF OPEXUS AND THIRD-PARTY LICENSORS FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THE ORDER GIVING RISE TO SUCH LIABILITY IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE, AND IF SUCH DAMAGES RELATE TO PARTICULAR SOFTWARE, SERVICE, TRAINING, MAINTENANCE, OR OTHER DELIVERABLE, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID IN THE PRECEDING SIX MONTHS FOR THE RELEVANT ITEM GIVING RISE TO THE LIABILITY.

B. DISCLAIMER OF LIABILITY AND EXCLUSIONS. IN NO EVENT SHALL OPEXUS OR THIRD-PARTY LICENSORS BE LIABLE FOR: (1) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST OR CORRUPTED DATA, LOST PROFITS, DAMAGED HARDWARE OR EQUIPMENT, AND CLAIMS BY ANY THIRD-PARTIES, OR FOR EXEMPLARY DAMAGES, ARISING FROM, RELATING TO, OR RESULTING FROM THIS AGREMEENT, CUSTOMER'S USE OF OR INABILITY TO USE THE SOFTWARE, OR ANY SERVICES RENDERED WITH RESPECT THERETO, HOWEVER ARISING, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DELAY OR INABILITY BY OPEXUS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND OPEXUS' LEGAL CONTROL, INCLUDING DELAYS AND FAILURES CAUSED BY CUSTOMER; AND/OR (3) CLAIMS MADE SUBJECT OF A LEGAL PROCEEDING AGAINST OPEXUS MORE THAN SIX YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

C. RESTRICTED RELEASES. "RESTRICTED RELEASE" IS ANY VERSION OF THE SOFTWARE MARKED ALPHA, BETA, OR ANY SOFTWARE OTHER THAN OPEXUS COMMERCIAL

RELEASES, AND/OR WHICH IS OTHERWISE DESIGNATED AS A RESTRICTED RELEASE. RESTRICTED RELEASES INCLUDE, BUT ARE NOT LIMITED TO "SANDBOX", DEMONSTRATION, TRAINING, AND TESTING VERSIONS AND ENVIRONMENTS. RESTRICTED RELEASE SOFTWARE IS OFFERED ONLY FOR DEVELOPMENT, TESTING, TRAINING, EVALUATION, DEMONSTRATION, OR OTHER LIMITED PURPOSE(S), AS AGREED-UPON BETWEEN CUSTOMER AND OPEXUS. THE RESTRICTED RELEASE IS FOR EVALUATION ONLY, NOT TO BE USED IN A PRODUCTION ENVIRONMENT, MAY CONTAIN PROBLEMS AND/OR ERRORS, MAY NOT BE RESOLD, AND IS BEING PROVIDED TO CUSTOMER ON AN AS-IS BASIS WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. OPEXUS SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY LOSSES, CLAIMS, OR DAMAGES OF ANY NATURE, ARISING OUT OF OR IN CONNECTION WITH THE RESTRICTED RELEASE, INCLUDING, WITHOUT LIMITATION, THE LOSS OF CUSTOMER DATA. OPEXUS SHALL HAVE NO OBLIGATION TO CORRECT ERRORS IN, DELIVER UPDATES TO, OR OTHERWISE SUPPORT A RESTRICTED RELEASE. CUSTOMER WILL PROMPTLY REPORT TO OPEXUS ANY ERROR DISCOVERED IN THE RESTRICTED RELEASE AND PROVIDE OPEXUS WITH APPROPRIATE TEST DATA FOR THE RESTRICTED RELEASE IF NECESSARY TO RESOLVE PROBLEMS IN THE RESTRICTED RELEASE ENCOUNTERED BY CUSTOMER.

D. Force Majeure. OPEXUS shall not be deemed to be in breach or default of this Agreement if its performance of any obligations hereunder is delayed, restricted, unfulfilled, or becomes impossible or impractical by reason of any act or cause beyond OPEXUS' control, including, but not limited to, war, fire, earthquake, strike, or epidemic.

Section 13: Governing Law and Disputes

A. Governing Law, Jurisdiction and Venue. The Parties shall attempt in good faith to resolve through negotiations any dispute, claim or controversy arising out of or relating to this Agreement. Disputes shall be interpreted in accordance with the Federal laws of the United States, without regard to its conflict of laws provisions.

B. Disputes. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Opexus shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Section 14: Miscellaneous Terms and Conditions

A. Acceptance of Terms. Customer's possession, access, or use of OPEXUS Software shall be deemed acceptance of the terms herein.

B. Non-Exclusivity. This Agreement shall not preclude OPEXUS from providing any products or services to any other individual or entity, or from conducting any other activity not explicitly referenced in this Agreement.

C. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Customer shall not actively recruit or otherwise induce OPEXUS employees who are involved in the delivery of Software or Services hereunder to accept employment with Customer or to leave the employ of OPEXUS. This clause shall not restrict in any way the right of Customer to solicit generally in the media for personnel or restrict any individual from pursuing, on their own initiative, employment opportunities with Customer.

D. Third-Party Beneficiaries. The parties acknowledge that the Software and other deliverables may

include software licensed by OPEXUS from third-parties ("Third-Party Licensors").

E. Headings. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

F. Entire Agreement. This Agreement, together with all attachments and relevant Order(s), and any duly executed, express, written, modifications to the same (collectively, "Agreement"), constitutes the entire Agreement between the parties concerning Customer's possession, access, and use of the Software and Services described herein. Ambiguity between this Agreement and an Order shall be resolved in favor of this Agreement and otherwise in OPEXUS' reasonable discretion. This Agreement replaces and supersedes all prior verbal understandings, written communications, warranties or representations regarding the contents of this Agreement and Customer represents and acknowledges that in entering into this Agreement it is not relying upon any representations or warranties other than those set forth herein.

G. Severability. Each provision of this Agreement is severable. If any provision or any portion of any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, all other provisions shall remain in full force and effect. Any provision or any portion of any provision of this Agreement that is held to be unenforceable shall be modified only to the extent necessary so that it shall be legally enforceable to the fullest extent permitted by law, and in such a way that is consistent with the intent and economic effect of the affected provision.

H. Conflicts. Customer hereby covenants and warrants that it is not aware of any potential or actual conflict of interest or other legal or contractual obligation that would in any way interfere with its ability to perform and uphold its obligations under this agreement.

I. Waivers. Except as otherwise expressly provided in this Agreement, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver has been charged. The failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option set forth in this Agreement shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions. No waiver by OPEXUS of one breach of this Agreement shall be construed as or deemed to be a waiver with respect to any other subsequent breach.

J. Amendments. Amendments to this Agreement and any Order by Customer must be made in writing and duly acknowledged by both Parties. OPEXUS reserves the right to non-materially amend the terms of this Agreement at any time. Customer will be notified of such changes via email or posting on the OPEXUS website. OPEXUS may make changes to its provision of Software and Services under this Agreement in its sole discretion, so long as the functionality purchased by the Customer is not materially diminished.

K. Assignments. This Agreement and all of the terms, provisions, and conditions hereof shall be binding upon Customer and Customer's successors and permitted assignees. Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of OPEXUS, which shall not be unreasonably withheld. In the event that Customer should merge with, acquire, or be acquired by another entity, the resulting combined entity may only use OPEXUS Software or Services within the scope of the Customer's operations at the time prior to such merger, acquisition, or other combining event.

Appendix A

Software

OPEXUS Software includes:
- Support for single sign-on and PIV card access
- Section 508 compliance in accordance with current VPATs
- Help desk support during regular OPEXUS business hours. More information about OPEXUS support is available at https://www.opexustech.com/support-service/
- Access to the OPEXUS Product Resource Center with standard product documentation, release notes, and configuration guides
- Regular product updates and routine software maintenance (for term and SaaS subscriptions, only; perpetual licenses require a separate maintenance subscription for updates and maintenance)

OPEXUS Software-as-a-Service subscriptions include:
- Web-based access to OPEXUS Software (including one production and one test environment)
- FedRAMP-moderate level security
- 24/7 system monitoring
- Hosting services, including upgrade management
- Standard system availability, incident response, and disaster recovery service level agreements

FOIAXpress Software

FOIAXpress is a software solution that offers government agencies a single, unified application for managing the entire lifecycle of FOIA requests and appeals from request submission to redaction and delivery of documents and resolution of appeals. FOIAXpress includes pre-configured out-of-the-box DOJ Annual and Quarterly Reports and pre-configured workflows for FOIA and Privacy Act case types. FOIAXpress also includes four pre-configured dashboards for the Action Office, Administrator, FOIA Officer, and individual User. FOIAXpress Software-as-a-Service Subscriptions include 50GB of Data Storage and one OCR server. Additional reports and capacity are available for purchase based on agency need.

FOIAXpress is offered in three standard packages, as outlined below:

FOIAXpress Essential	FOIAXpress Enhanced	FOIAXpress Expert
FOIAXpress PAL Collaboration Portal	FOIAXpress PAL Collaboration Portal **+ EDR**	FOIAXpress PAL Collaboration Portal **+ EDR** **+ AI Assistant**

FOIAXpress can also be purchased separately to meet agency needs.

FOIAXpress Modules
FOIAXpress Modules are available for FOIAXpress users to enhance the capabilities of FOIAXpress.

Public Access Link
The FOIAXpress Public Access Link (PAL) is a highly configurable, web-based, publicly accessible portal that allows requesters to submit FOIA and Privacy Act requests, communicate with agency FOIA personnel, and receive and download responsive records. PAL also includes a public agency Reading Room for hosting proactive disclosures.

Public Access Link – FOIA.gov Connector
The FOIAXpress Public Access Link FOIA.gov Connector integrates the Public Access Link with FOIA.gov and fulfills the requirements of OMB and DOJ Memorandum M-19-10.

Public Access Link – Login.gov Connector
The FOIAXpress Public Access Link Login.gov Connector integrates the Public Access Link with Login.gov. Requires an agency Login.gov subscription (subject to additional terms and conditions).

Collaboration Portal
The FOIAXpress Collaboration Portal provides seamless coordination between agency FOIA personnel and other records custodians for secure communication and delivery of documents, and a virtual workstation for review and redaction of responsive records.

Electronic Document Review (EDR)
The FOIAXpress Electronic Document Review (EDR) module enables eDiscovery capabilities within the unified FOIAXpress platform, including De-Duplication, Near-Duplication, Conceptual Clustering, Email Threading, and Technology Assisted Review. EDR Software-as-a-Service includes up to 250GB of data storage and one document clustering server.

AI Assistant
The FOIAXpress AI Assistant integrates with FOIAXpress and EDR to automatically find and redact Personally Identifiable Information (PII) in responsive documents.

Veritone Connector
The FOIAXpress Veritone Connector integrates FOIAXpress with Veritone AIWare to provide automatic AI-enabled review and redaction of video content. Requires purchase of Veritone AIWare (subject to Veritone terms and conditions).

Relativity Connector
The FOIAXpress Relativity Connector integrates FOIAXpress with the Relativity eDiscovery Platform to leverage Relativity's eDiscovery capabilities as part of FOIA request processing. Requires purchase of Relativity eDiscovery software (subject to Relativity terms and conditions).

Laserfiche Connector
The FOIAXpress Laserfiche Connector integrates FOIAXpress with Laserfiche to leverage Laserfiche's DOD 5015.2 compliant records management capabilities as part of FOIA case management. Requires purchase of Laserfiche (subject to Laserfiche terms and conditions).

Sharepoint Connector
The FOIAXpress SharePoint Connector integrates FOIAXpress with SharePoint folders. Requires purchase of SharePoint (subject to Microsoft terms and conditions).

Pay.gov Connector
The FOIAXpress Pay.gov Connector allows for the integrated collection of fees as part of request submission via the Pay.gov system.

Mobile Message Archiver
The FOIAXPress Mobile Message Archiver allows FOIAXpress users to securely capture, store, and manage employee text message data.

eCASE

eCase is a comprehensive case management platform built for the government. The eCase platform includes workflow automation, document management, collaboration tools, reporting and analytics. eCase platform subscriptions include access to the eCase Application Development Toolkit to build custom case management solutions.

eCASE Applications

eCASE Applications are pre-built case management solutions that leverage the core eCASE capabilities and unified platform. eCASE Application subscriptions include access to the eCASE Report Designer for customers to create custom reports and system-wide ad hoc Search to build and run custom searches that can be stored and shared with others. eCASE Application SaaS subscriptions include 250GB of data storage.

eCASE Audit

eCASE Audit is a software solution that offers government agencies a single, unified application for managing the entire Audit lifecycle including:

- Fiscal Year Planning: Provides executive leadership ability to set priorities for current and future audit plans
- Audit Management: Tracks audit process from start to finish, abiding by Red and Yellow Book Standards
- Audit Resolution Tracking: Automates the follow-up process and captures all relevant information for tracking and reporting
- Audit Time Tracking: Used to track direct time and indirect time spent on audit projects
- Audit Training: Allows users to plan and track CPE hours earned from completing training courses
- eCASE Audit includes a variety of reporting tools, including selected pre-built comprehensive audit-specific reports:
  - Project Milestone: Provides a summary of milestones within the application and the linked project
  - Closing Checklist Report: Information on the closing checklist group (i.e., question, response, and any associated comments)
  - Folder Summary Report: Provides detailed information on a specific folder
  - Export Approvals Report: Provides an overview of all the approval actions that have been taken on a particular project folder
  - Project Action Log Report: Provides a summary of all actions taken within a given project
  - Procedure Report: Provides a summary of the procedures within a selected project
  - Project Attachments Report: Provides a summary of the attachments within a given project
  - OIG Suite bundle pricing available for customers who purchase both Audit and Investigations

eCASE Investigations

eCASE Investigations is a software solution that offers government agencies a single, unified application for managing the entire lifecycle of Investigations, from receipt of a hotline complaint through case closed, including:

- Investigations: case manage tool for complaint, preliminary, and investigations and evidence tracking
- Inventory: manages assets and federal property belonging to agents
- Training: Allows staff to plan and track CPE hours earned from completing training courses
- Time Tracking: Used to track direct time and indirect time spent on investigations
- Hotline Portal: Online public-facing complaint intake system
- eCase Investigations also includes two standard dashboards out-of-the-box:
  - My Team Dashboard: Gives users both individualized and team-level overview of all cases
  - Hotlines Dashboard: Gives logged-in users an office workload view
- Selected pre-built comprehensive investigation specific reports.
- OIG Suite bundle pricing is available for customers who purchase both Audit and Investigations

eCASE eComplaint

eCASE eComplaint is a software solution designed to cover the entire complaint lifecycle, from initial Equal Employment Opportunity (EEO) Contact to initiation of Informal and Formal Complaints, with the ability to document Alternative Dispute Resolution (ADR), Appeals, Investigations, Hearings, Civil Action, and eventually Complaint Closure.

- eComplaint supports the following Case Types:
    - EEO Contact: Allows users to report concerns using the EEOC process under CFR 1614
    - Informal Complaints– Allows users to file informal complaints using the EEOC process under CFR 1614
    - Formal Complaints: Allows users to file formal complaints using the EEOC process under CFR 1614
- eComplaint includes 18 pre-built comprehensive reports out-of-the-box:
    - 462 Report: statistical report of discrimination complaints grouped by the complaint stages
    - No Fear Report: displays the number of complaints in a given fiscal year grouped by activity, basis, issue, action, harassment, reassignment, processing, etc.
    - EEO Contacts: EEO Contacts created during the given date range
    - Informal Complaints: Informal Complaints created during the given date range
    - Formal Complaints: Formal Complaints created during the given date range
    - Open Informal Complaints: Informal Complaints opened by an "as of" date or within a specific date range
    - Closed Informal Complaints: Informal Complaints closed by an "as of" date or within a specific date range
    - Open Formal Complaints: Formal Complaints opened by an "as of" date or within a specific date range
    - Closed Formal Complaints - Formal Complaints closed by an "as of" date or within a specific date range
    - 15 Day Waiting: Complaints with a formal file due date within the given date range: 15 Days waiting period from Notice of Right to File
    - Investigations: Investigations that begin within a given date range
    - 30 Day Election Notice Period: Completed investigations within the given date range that have not had a hearing or request for Final Order by the to date
    - Hearings: Hearings that start before the "To date" and are completed or pending within the given date range
    - Final Agency Decision: Final Agency Decisions that occur within the given date range
    - EEO Decision: EEO Decisions within a given date range
    - 30 Day Waiting Period to Appeal Decision: Final Agency Decisions that do not have an appeal within 30 days of the "To date"
    - OFO Appeals: Appeals filed within the given date range
    - Closed: Closed Complaints within the given date range
- eComplaint includes four standard out-of-the-box dashboards:
    - Case Manager Dashboard: High-level overview of all open cases across the organization
    - Counselor Dashboard: Overview of all open cases assigned to the logged-in user
    - EEO Specialist Dashboard - Information on all Complaint cases as well as time information
    - Investigator Dashboard: All formal complaints as well as general information about the cases
- eComplaint includes six (6) preconfigured roles and six (6) preconfigured user groups that can be assigned out of the box

eCase Employee Relations and Labor Relations (ER/LR)

eCASE ER/LR is a software solution that offers government agencies a single, unified application for managing employee relations and labor relations tracking, including:

- Employee Relations: Enables HR specialists to navigate and mage a wide array of HR processes related to employee conduct
- Labor Relations: Streamlines the handling of diverse labor-related cases for the purpose of fostering compliance and enhancing effective labor relations
- Harassment Inquiries: Enables Conduct Officers to initiate anti-harassment, management inquiry, and administrative investigation
- Employee Submission Portal: Allows employees to submit allegations to HR for investigations
- Reporting - 3 pre-built, comprehensive reports out-of-the-box:
    - ER/LR Overall: Shows cases by month and total.
    - ELRD Summary Report: Shows year/month over month comparison of cases started and processed as employed related and labor related.

- o OIG Report: Show cases based on pay grade and pay plan of alleged harasser.
  - – Dashboards - Two standard dashboards are included:
    - o Organizational Load - Provides a high-level overview of all open cases across the organization
    - o ER/LR Specialist Dashboard - Provides a user an office workload view
  - – Seven (7) pre-configured roles and four (4) pre-configured user groups that can be assigned out of the box

eCASE Reasonable Accommodations (RA)

eCASE RA is a software solution that enables the receipt and processing of employee requests for reasonable accommodations, including:
  - – RA Inquiry: Employee Facing Portal that allows for Reasonable Accommodation Questions to be reviewed by Disability Program Managers.
  - – RA Requests: Process flow to manage requests for materials, software, transportation, or other assistance.
  - – RA Modification: A case type that allows employees to request and link a modification to an existing accommodation.
  - – Two (2) pre-built, comprehensive reports:
    - o PAS Report: Displays all cases created separated by unique RA numbers.
    - o RA Master Tracking: Displays a more in-depth view of all submitted cases.
  - – One (1) Organizational dashboard that gives a high-level overview of all open cases across the organization.
  - – Four (4) pre-configured roles and four (4) pre-configured user groups that can be assigned out of the box.

eCASE Alternative Dispute Resolution (ADR)

eCASE ADR is a software solution that assists ADR Case Managers with reaching resolving disputes between involved parties throughout the Information Gathering, Mediation, and ADR Closure phases. eCase ADR includes:
  - – Individual Case Processes, including Coaching, Discussion, Informal Resolution, Mediation, and Shuttle Diplomacy Administrative Grievance
  - – Group Case Processes, including Climate Assessment, Training, and Group Facilitation
  - – Neutral Portal access: Employee-facing portal that allows for neutral parties to capture events, dates, times, and notes relating to submitted cases
  - – eCASE ADR includes a variety of Reporting and Search tools, including 11 pre-built, comprehensive reports:
    - o Bases Claim Type Report - Displays all cases created for a desired timeframe totaled by Base type and sorted by location.
    - o Case Type by Issue - Displays all cases created for desired timeframe totaled by Issue type for all EEO Complaints and sorted by location.
    - o Claims by ADR Process Type - Displays all cases created for desired timeframe totaled by ADR Process type and sorted by location.
    - o Complainant Report - Displays all cases created for desired timeframe totaled by Complainant's grade and position title, then sorted by location.
    - o EEO Stage Report - Displays all cases created for desired timeframe totaled by the EEO Stage, then sorted by location.
    - o Fiscal Year Comparison - Displays the total case load by month for each fiscal year in the year range selector of the parameter page to easily compare years in a side-by-side bar graph.
    - o Issues Claim Type Report - Displays all cases created for desired timeframe totaled by the Issue, then sorted by location.
    - o Monetary Amounts Awarded by Organization - Displays all cases created with monetary awards, then sorted by location.
    - o Non-EEO Case Type - Displays all cases created for desired timeframe totaled by Non-EEO case types, then sorted by location.
    - o Processing Time Report - Displays all cases created for desired timeframe and showing the processing time for each case by phase.
    - o Settlement Terms Report - Displays all cases created for desired timeframe totaled by settlement type, then sorted by location.
  - – Two (2) standard dashboards are included:
    - o Mediator Dashboard: Provides a high-level overview of all open cases across the organization.
    - o ADR Dashboard: Provides an office workload view to the logged in user.
  - – Three (3) preconfigured roles and three (3) preconfigured user groups that can be assigned out of the box.

eCASE Correspondence

eCASE correspondence is a software solution that tracks and manages the lifecycle of correspondence requests, including constituent correspondence and Congressional inquiries.

eCASE Contracts

eCASE Contracts by OPEXUS enables contracting professionals to simplify document filing and retrieval, allowing them to work faster while ensuring compliance with agency requirements.

Services

Implementation and Configuration

Implementation and Configuration Strike Force packages include implementation and configuration of Software according to the OPEXUS standard project plan and utilizing OPEXUS' best practices and out of the box configurations, designed to meet individual agency needs. Strike Force packages are priced according to the size and complexity of a particular agency and application and based upon the standard OPEXUS implementation and configuration plan. Standard implementations include configuration of out of the box reports, dashboards, templates, and workflows. Additional customizations, enhancements, or design changes outside the scope of the standard implementation are available for an additional fee.

Data Migration

Data migration includes the testing, refinement, export, ingestion, merging, and validation of legacy data into a new or existing solution. Data migration packages are priced according to the size and complexity of the existing agency systems.

Training

OPEXUS Training is designed to be a hands-on dive into our solutions, keeping users up to date on the latest product benefits, features, and best practices. We regularly offer virtual, classroom setting training courses.
OPEXUS also offers custom training, designed to meet individual agency training needs. More information is available at https://www.opexustech.com/training/.

FedRAMP Authority to Operate (ATO) Support (Support Services)

OPEXUS software is FedRAMP-moderate certified. Agency purchasers may access the OPEXUS FedRAMP compliance package on MAX.gov. Optional FedRAMP ATO Support includes support for agency FedRAMP Authority-to-Proceed process until application go-live, including:
– Assignment of a project manager and support team
– Delivery and moderate customization of FedRAMP documentation
– Meetings and discussions with agency stakeholders to support ATO process

Help Desk and Technical Support

OPEXUS offers Help Desk Support during regular OPEXUS business hours. More information about OPEXUS Help Desk Support is available online at
https://www.opexustech.com/support-service/.

Labor Categories

Expertise Levels

LCAT Level	Education	Minimum Experience
I	Associate or Bachelor's Degree	1 Year with Bachelor or 2 Years with Associate degree.
II	Bachelor's Degree	2 years
III	Bachelor's Degree	3 Years
IV	Bachelor's Degree	5 Years
V	Bachelor's Degree	7 Years

Education	Substitution
Associate degree	2 Years
Bachelor degree	4 years
Master degree	6 years