

Statement of Work No. _____
to the Master Consulting Services Agreement Between Five Points ICT, Inc.
and Arkansas Municipal League

- SERVICES: Five Points ICT, Inc. ("FIVE POINTS") shall provide the Services, as set forth in and defined pursuant to Schedules A and B ("Services"), to the Client Customer ("Client Customer") and any user in Client Customer's group ("End User(s)"), as specified below:

CLIENT CUSTOMER: _____

BILLING CONTACT NAME: _____

TELEPHONE NUMBER: _____

BILLING EMAIL ADDRESS: _____

BILLING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PRIMARY CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Accordingly, Client Customer hereby authorizes and empowers FIVE POINTS to perform or cause to be performed the Services necessary to fulfill the terms of this Statement of Work (the "Agreement"), beginning on _____ ("Effective Date"). The Services, including but not limited to any applicable monitoring, will begin with the earliest of the start of the Client Customers' measurement period or the earliest month of the hours uploaded into the Five Points system. The Service uses certain computer programming which is proprietary to Five Points ("FIVE POINTS Program") and periodically generates reports or other documentation.

This Agreement may also, from time to time, be referred to as Statement of Work No. _____ to the Master Consulting Services Agreement ("Master Services Agreement") between Arkansas Municipal League ("Client") and FIVE POINTS.

- MASTER SERVICES AGREEMENT: In the event of a conflict between the terms and conditions of this Statement of Work No. _____ and the Master Services Agreement as between the Client Customer and FIVE POINTS, this Statement of Work No. _____ shall control. In the event of a conflict between the terms and conditions of this Statement of Work No. _____ and the Master Services Agreement as between the Client and FIVE POINTS, the Master Services Agreement shall control.
- 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 8, and shall be automatically renewed thereafter, subject to a written agreement of the applicable renewal rates, for "Renewal Terms" of twelve (12) months each unless either party provides the other written notice of its intention not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."
- CHARGES: As shown on the attached Schedules A and B, there are charges for Services, some of which may have been paid on Client Customer's behalf by Client as shown on Schedule A. Client Customer agrees to pay on a monthly basis (or annual basis, as appropriate) without demand or offset to FIVE POINTS, its agents or assigns, all costs associated with the services, consulting fees, and charges for services or apps on Schedule B, if any. Such charges will include those charges incurred from the previous month or year and pro-rata and/or prospective subscription charges. FIVE POINTS may increase or decrease the charges provided in this Agreement, the Master Services Agreement, or Schedules A or B, or institute additional charges and/or fees ("Price Change"), for any Renewal Term upon written agreement with Client Customer or Client. There shall be

no Price Change for the Initial Term. FIVE POINTS may, in its sole discretion, discontinue service to Client Customer if FIVE POINTS and Client Customer and/or Client do not reach a written agreement within the first ninety (90) days following FIVE POINTS' written notice of intent to issue a Price Change for a Renewal Term.

5. 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. FIVE POINTS 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 Customer hereby assigns all right, title and 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. Client Customer is not permitted unauthorized copying, reproduction, or disclosure of any portion of the FIVE POINTS Services or reports or other documentation generated by FIVE POINTS, or the delivery or distribution of any part thereof, to any third party, for any purpose, without the prior written permission of FIVE POINTS. By accepting the rights requested by Client Customer and granted by FIVE POINTS, Client Customer agrees it is not authorized by this Statement of Work to (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of the Five Points Services or Program, or any backup copy, to third parties; (b) use the Five Points Services or Program, reports, or documentation in any manner inconsistent with the rights granted herein; (c) use the Five Points Services in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees as agreed to for the applicable pricing; (d) modify or create derivative works of the Five Points Services or Program, reports, or documentation, or separate the FIVE POINTS Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the FIVE POINTS Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the FIVE POINTS Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the FIVE POINTS Program, including without limitation any such mechanism used to restrict or control the functionality of the FIVE POINTS Program. Client Customer is not authorized to transfer the FIVE POINTS reports or documentation, or assign any rights granted hereunder, prior to receiving written authorization from FIVE POINTS. Client Customer is not authorized to use the Five Points Services in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. This paragraph, and all terms and conditions herein, shall continue beyond the termination of this Agreement.

6. CLIENT CUSTOMER DATA, AUTHORIZED USERS, ACCURACY, TIMELINESS: For the purposes of this Agreement, "Client Customer Data" is defined as any data inputted by designated administrators of the Client Customer, FIVE POINTS, or the Client Customer on behalf of the End Users and Client Customer, for the purpose of using the Services or facilitating the End Users' use of the Services. The Client Customer shall own all rights, title and interest in and to all of the applicable Client Customer Data. FIVE POINTS shall have no responsibility for the legality, reliability, integrity, accuracy and quality of the Client Customer Data. If requested by the Client Customer, FIVE POINTS may transfer the End User accounts and any Client Customer Data to another designated Client Customer for the purpose of Client Customer service and administration of End User accounts. Client Customer agrees that only designated administrators of the Client Customer may input Client Customer Data ("Authorized Users"). Client Customer shall be responsible for insuring that access codes needed to access the Five Points Service are only provided to Authorized Users and that access to the Five Points Service is in accordance with procedures established by FIVE POINTS. Client Customer further agrees that Client Customer is solely responsible for access to Client Customer Data in violation of such procedures and FIVE POINTS shall have no responsibility, obligations or liability for any unauthorized access to the Client Customers' Data resulting from a failure to follow FIVE POINTS' procedures. Client Customer is responsible, among other things, for the following: (a) all uses of the Services using user names or passwords assigned to Client Customer; (b) input of Client Customer Data into the Five Points Service; (c) confirmation of the accuracy of the Client Customer Data input into and received from the Services; and, (d) compliance with all applicable laws associated with the use of Client Customer's data. Client Customer shall be liable for all of Client Customer's data input, and FIVE POINTS disclaims any and all liability resulting from Client Customer's inadequate, incomplete, or improper data input. FIVE POINTS has no responsibility or obligation to determine if

Client Customer Data is accurate or complete. Client Customers are responsible for Timely Submission of all data required to be inputted for use of the Services such that reports or other documentation can be generated by FIVE POINTS. For purposes of this Agreement, "Timely Submission" of Client Customer Data will be defined as follows: (a) Submitting initial Client Customer Data within two weeks of the implementation call; (b) Submitting final Client Customer Data within two weeks of receiving correspondence on the initial Client Customer Data; and (c) Submitting ongoing Client Customer Data at least monthly. In the event the Client terminates the Master Services Agreement prior to paying one (1) full month of per employee fees for Client Customer, all Client Customer Data which has been incorporated into one or more reports or other documentation generated by the Services will be the property of FIVE POINTS. FIVE POINTS shall make reasonable efforts to keep Client Customer Data confidential and, in the alternative, may elect to destroy all such Client Customer Data upon thirty (30) days' written notice to the Client Customer, or after seven (7) years following the termination of this Agreement without any notice to the Client Customer.

7. **LIMITATION OF LIABILITY, WAIVER OF DAMAGES, AND WARRANTY:** Client Customer does not seek indemnity by this Agreement from FIVE POINTS, and FIVE POINTS does not seek indemnity by this Agreement from Client Customer. FIVE POINTS 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 OR NON-INFRINGEMENT. FIVE POINTS represents to Client Customer that it has sufficient rights to grant Client Customer, at Client's request, the right to access and use the Services pursuant to this Agreement and the Master Services Agreement. FIVE POINTS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICE(S) IT FURNISHES WILL AVERT OR PREVENT CERTAIN OCCURRENCES. No warranty is made that the Services will be uninterrupted or error free. Client Customer agrees that FIVE POINTS shall not be liable for any of Client Customer'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 FIVE POINTS, its agents, employees, contractors or subcontractors. The Client Customer does hereby waive and release any rights of recovery against FIVE POINTS 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 FIVE POINTS should become liable for any losses, damages, or warranty claims attributable to its services in any respect, its total aggregate liability to Client Customer and Client Customer shall be limited to either (a) correction of the errors in the operation of the FIVE POINTS system or Services; OR (b) a refund of the fees and charges received by FIVE POINTS from Client on behalf of this Client Customer (but not all Client Customers), which the Client and Client Customer agree are both reasonable and are Client's and Client Customer's sole and exclusive remedies, subject to the sole discretion and selection of FIVE POINTS. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL FIVE POINTS BE LIABLE TO CLIENT OR CLIENT CUSTOMERS OR ANY OTHER PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CLIENT OR CLIENT CUSTOMERS OR ANY OTHER PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM. No suit or action shall be brought against FIVE POINTS more than one (1) year after the accrual of the cause of action therefore and in no event more than two (2) years after termination of this Agreement. FIVE POINTS shall not be liable for any delays, unless caused by FIVE POINTS' sole negligence, or for interruptions of the Services caused by strikes, riots, floods, acts of God or by any event beyond the control of FIVE POINTS. IN NO EVENT SHALL FIVE POINTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, DATA OR USE, OR COSTS OF REPLACING OR SUBSTITUTING FOR FIVE POINTS' SERVICES, INCURRED BY CLIENT CUSTOMER OR ITS AFFILIATES OR ANY THIRD PARTY, REGARDLESS OF CIRCUMSTANCE AND REGARDLESS OF WHETHER IN TORT, CONTRACT, WARRANTY, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY. The Client Customer reserves any applicable rights afforded specifically and specially to local governments under Arkansas law for all general and implied warranties or waivers of incidental or consequential damages. Nothing in this Agreement shall constitute a debt or pledge of the full faith and credit of Client Customer.
8. **TERMINATION/PAYMENT:** FIVE POINTS has the option to terminate this Agreement for cause, including should any payment due from Client or Client Customer to FIVE POINTS remain overdue for a period of more than thirty (30) days. Should FIVE POINTS 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, and

such termination shall not be a breach of the Agreement, except a Price Change must be handled as described in Paragraph 4 of the Agreement. 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 Customer shall pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by FIVE POINTS to collect any sums due under this Agreement from Client Customer.

9. **GOVERNING LAW AND VENUE:** To allow FIVE POINTS to maintain preferential pricing that is to the benefit of the Client and Client Customers, and avoid piecemeal application of the law to its contracts, this Agreement shall be interpreted and governed by the laws of the State of Tennessee without regard to its rules governing conflicts of law, except as applied to application of Arkansas Code Ann. § 21-9-301, et. seq., the Constitution for the state of Arkansas as pertains to municipal governments and except that any special laws in the State of Arkansas which are applicable to municipalities situated in the State of Arkansas shall apply. Accordingly, no provision of the Agreement shall act or be deemed a waiver by the Client Customer of any immunity, its rights or privileges as a political subdivision of the State of Arkansas or instrumentality thereof. Because Arkansas law may not allow a municipality situated in the State of Arkansas to agree to the disclaimer of warranties, such exclusion may not be applicable to the Client Customer. Notwithstanding any other provision of this Agreement or the Master Services Agreement, any dispute between Client Customer and FIVE POINTS shall be subject to the jurisdiction and venue of the State of Arkansas.
10. **MEDIATION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding, including arbitration, is commenced. The parties shall equally bear the fees and expenses charged by the mediator. The mediator shall be selected by the agreement of the parties at the time of the dispute.
11. **ARBITRATION:** If the matters in question are not resolved at mediation, the parties agree to arbitrate all claims, disputes, or other matters in question arising out of or related to this Agreement. The parties intend that the arbitration requirement be mutual, regardless of the type or category of claim, dispute, or others matter is question. The parties further intend that any disagreements about the meaning, application or enforceability of this arbitration provision be subject to arbitration. This arbitration provision shall survive the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT FIVE POINTS AND CLIENT CUSTOMER ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER CLIENT CUSTOMER NOR FIVE POINTS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION EXCEPT AS RELATES TO A CLIENT CUSTOMER OR CLIENT UNDER THE MASTER SERVICES AGREEMENT, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as the parties may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and these arbitration provisions, these arbitration provisions shall control. The parties will agree in good faith on a sole arbitrator. If the parties are unable to agree on an arbitrator, the arbitration panel will consist of three arbitrators; one arbitrator appointed by each party and a third arbitrator appointed by the two arbitrators designated by the parties. Arbitrator(s) must have expertise in the substantive laws applicable to the subject matter of the matters in question. The parties agree that the arbitrator(s) shall have no power or authority to make any award that provides for punitive or exemplary damages. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The parties agree that in this relationship: (1) the parties are participating in transactions involving interstate commerce; and (2) these arbitration provisions and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the Arkansas Uniform Arbitration Act shall apply. If any provision of these arbitration provisions dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and these entire arbitration provisions shall be unenforceable. The parties shall bear their own expenses and attorney fees associated with arbitration unless otherwise provided in this Agreement.

12. ENTIRE AGREEMENT: This Agreement and the Master Services Agreement, including any schedules or exhibits, or amendments thereto, constitute the entire agreement between the parties relating to the subject matter hereof, and supersede all other agreements between the parties relating to the matters discussed herein, whether written or verbal. Other than this Agreement and the Master Services Agreement, there are no verbal agreements, representations, warranties, undertakings or other agreements between the parties. Privacy agreements or other terms and conditions presented for review and acceptance at the time an Authorized User signs on to the FIVE POINTS Program may be considered a written modification to this Agreement upon Authorized User's acceptance, but in the event of a conflict between any such sign-on agreement and this Agreement, this Agreement shall control.

13. NO LIABILITY OF CLIENT CUSTOMER OFFICIALS AND EMPLOYEES. No member, official, or employee of the Client Customer shall be personally liable to FIVE POINTS or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Client Customer; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

14. AUTHORIZATION TO CONTRACT FOR SERVICES: Client Customer warrants that it has the authority to enter this Agreement and that FIVE POINTS is entitled to rely on the signature of the person appearing below.

15. 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.

16. SEVERABILITY: Except as relates to the arbitration clause set forth in Paragraph 11 above, this agreement severable. Accordingly, if any provision, term, or condition is found to be illegal or unenforceable, that invalid provision shall be severable and all remaining provisions, terms, or conditions of the Agreement or the Master Services Agreement shall be valid and enforceable and the parties further agree to substitute the invalid provision for a valid provision that most closely approximates the intent and economic effect of the invalid provision.

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

Five Points ICT, Inc.:

Client Customer:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Selected Services & Pricing:

The following Services have been paid on Client Customer’s behalf by Client:

- (1) An initial setup fee which includes up to ten (10) hours in connection with establishing the Services. Includes education, training, setup assistance and support, up to ten (10) hours. This will be provided remotely through phone, webinar, and email.
- (2) The associated per month fee for each employee of Client Customer whose hours are monitored through FIVE POINTS’ Services.

Description of Services

FIVE POINTS shall provide Client Customer the following services under this Agreement:

ACA Variable Hour Employee (VHE) Tracking App:

- Ability to setup and track measurement/admin/stability periods for health care reform lookback method.
- Provides alerts when employees are trending above 30 hours per week.
- Provides reports for benefits eligibility to ensure compliance and avoid costly penalties.

ACA Required Notice App:

- Ability to perform electronic delivery and tracking of required notices such as HIM notice, SBC, Variable Hour Safe Harbor Resolution, Affirmative Consent, etc.
- Ability to document offered coverage for benefits eligible employees.

ACA IRS Reporting App:

- Ability to collect/store required data IRS reporting including Section 6055, 6056, Employee Written Statements, etc.
- Ability to perform electronic transmittal of forms 1095-C and 1094-C to IRS.

**CLIENT CUSTOMER ACKNOWLEDGMENT OF
SCHEDULE A:**

Signed: _____

Printed Name: _____

Date: _____

SCHEDULE B

Selected Services & Pricing:

The following Services have not been paid on Client Customer's behalf, and accordingly, Client Customer agrees to pay for the Services as described in this Schedule B:

- (1) Out-of-pocket travel expenses incurred by FIVE POINTS for in-person meetings with the Client Customer, if any;
- (2) \$400.00 per hour for support exceeding ten (10) hours in connection with initial setup in establishing the Services;
- (3) \$3.50 per employee per year, for each employee which Client Customer requests FIVE POINTS to provide print and mail service; and
- (4) Additional Services purchased by Client Customer as shown on this Schedule B, which includes as follows:

Description of Services

FIVE POINTS shall provide Client Customer the following services under this Agreement, if selected below:

ACA Education/Consulting/Analysis Service:

- Provide assessment, analysis, education, and support in the following 3 areas:
 - Area 1: ACA Initial Assessment & Checklist (First Year Only)
 - Area 2: ACA Post Assessment
 - Unlimited Access to Library of Employer Mandate/1094-C & 1095-C Guidance from IRS
 - Unlimited Access to Library of 1095-C Coding Examples and Other Relevant Reporting Guidance Prepared by Five Points
 - Unlimited Access to Five Points Proprietary Knowledge Base (Q&A)
 - Access to ACA Consultants via Phone or Email, subject to **10 hour annual limit**, utilized/tracked in 15 minute increments.
 - Additional ACA Consulting:
 - For hours above the 10 hour limit, or for consulting onsite, Client will be charged \$400 per hour, billed in 15 minute increments.
 - Client also pays consultant(s) travel expenses for onsite consulting.
 - Area 3: Additional ACA Resources & Educational Opportunities (Unlimited Access)
 - Live Workshops, Webinars, Recorded Training Videos, Searchable Knowledge Base, News Blasts

ACA Print and Mail Service:

- Print and mail one (1) Form 1095-C to each recipient of the Client Customer's choosing
- If multiple/additional mailings are required to a recipient, additional fees apply

Billing Method:

- Fees are billed monthly, quarterly, semi-annually, or annually as indicated above.
- Setup fees are due prior to the beginning of applicable setup work.
- Users are calculated by the number of accounts on My Benefits Channel with an "Active" status.

Initial Here to Select Service:	Name of Service	Price
_____	ACA Education/Consulting/Analysis Service	<500 employees: \$3,000 1 st year, \$2,000 thereafter 500-1000 employees: \$4,000 1 st year, \$2,500 thereafter >1000 employees: \$5,000 1 st year, \$3,500 thereafter Additional ACA Consulting Beyond 10 hours, or if consulting is performed onsite: \$400 per hour
_____	Print and Mail Service	\$3.50 per mailing to recipient

**CLIENT CUSTOMER ACKNOWLEDGMENT OF
SCHEDULE B:**

Signed: _____

Printed Name: _____

Date: _____