**CHRONOENGINEERING and OPRA:**

**SmART RELIEF TSS AGREEMENT**

THIS AGREEMENT is made by and between Ohio Provider Resource Association, with its offices at 1152 Goodale Boulevard, Columbus, OH 43212 USA (“OPRA”) and CHRONOENGINEERING, INC., (formally Johannsen Engineering) with its offices at 8870 Camino Real San Gabriel, CA 91775 (“Chronoengineering”) effective August \_\_, 2014 (“Effective Date”).

WHEREAS Chronoengineering has developed and manufactures the Intelligent Scheduling Optimization Program (ISOP) and the Smart-Relief System TSS (Task Scheduling System) and owns the name ‘Smart Relief’ used to select the best relief employee, a first-of-its-kind Smart Relief task scheduling software which, with a few strokes of the keyboard, gives Op management instant access and prioritized call-out to optimal ranking of available personnel 24/7, significantly reducing the number of management personnel needed and reducing inefficient overtime, hereinafter referred to collectively as the ‘Product’, and

WHEREAS OPRA is a statewide association of service providers and is a leader in efforts to collaboratively build a statewide service system that meets the needs of their respective clients: Ohioans with developmental disabilities. Currently, OPRA membership consists of more than 125 organizations, both for-profit and not-for-profit. OPRA represents Ohio’s community based providers and has the capacity and capability to license, sell and distribute said Product, and

WHEREAS OPRA and Chronoengineering wish to enter into this Agreement for the purpose of setting out their respective rights and obligations relating to the supply, marketing, sale and distribution of the Product, as herein defined.

NOW THEREFORE in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chronoengineering and OPRA agree as follows:

 - Definitions

1.1 Definitions: Capitalized terms have the meanings specified in Schedule A or elsewhere in the Agreement.

1.2 Schedules: The following Schedules form part of this Agreement:

Schedule A – Defined Terms

Schedule B – Product Pricing

Schedule C – Marketing Strategy

 – PRODUCT LicenSe

2.1 License Agreement: Except as otherwise provided in this Agreement, Chronoengineering grants OPRA and OPRA accepts this exclusive license to promote, market, sell and distribute the Product to Persons in the Territory, subject to the terms and conditions of this Agreement. OPRA shall use its best efforts to promote, market, sell and distribute the Product to Persons in the Territory at its expense. OPRA may engage third parties (“Qualified Sales Partners”) to act as sub-agents and to assist OPRA in marketing and promoting the Product in accordance with the terms of this Agreement. Chronoengineering may not, during the Term, appoint or authorize any third party to promote, market, sell or distribute the Product in the Territory.

2.2 Nature of Relationship: OPRA will list Chronoengineering as a “Partner” on its website. Notwithstanding the website listing, the relationship between OPRA and Chronoengineering is one of independent contractors, working in association, each engaged in the operation of its own respective business. Neither Party shall be considered to be the agent of the other for any purpose whatsoever. Neither Party has the power or authority to act for, represent or bind the other in any manner. This Agreement does not constitute or create (and the Parties do not intend to create hereby) a joint venture, partnership or formal business organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth herein.

2.3 Competing Product: OPRA and Chronoengineering both agree that during the Term of this Agreement, neither they nor any of their Affiliates shall directly or indirectly sell or market, or distribute, develop or manufacture for sale, or license or otherwise authorize any Person to sell or license, any Competing Product. During the Term, Chronoengineering will not sell or license the Product to potential customers in the Territory, and will, instead, refer all such orders or enquirys to OPRA in accordance with Section 4.5 below.

**2.4 Product Demonstration:** Chronoengineering hereby grants to OPRA, during the Term, a non-exclusive, royalty-free license to install and use a demonstration version of the Product for customer demonstration purposes in connection with OPRA’s marketing and distribution of the Product pursuant to this Agreement. Such license includes the right to use end user and technical documentation, implementation and support manuals and other materials relating to the Product that may be required in order to enable OPRA to effectively market and distribute the Product. Chronoengineering shall provide OPRA with sufficient correlated numbered copies of the Product (including any and all updates and enhancements to the Product and any new versions of the Product) in machine executable form to support OPRA’s marketing, promotion and distribution of the Product under this Agreement.

 - Term

3.1 Term: This Agreement shall be deemed to commence on the Effective Date, irrespective of when the Agreement is fully executed, and continue for a period of four (4) years from the Effective Date (the “Term”). This Agreement shall automatically renew for additional three (3) year periods, unless otherwise terminated in accordance with this Agreement. Any such renewal period shall be included in the definition of “Term.”

 – FINANCIAL Terms

4.1 Introduction: OPRA and Chronoengineering have agreed that all marketing and sales of the Product will refer to its modules as “**ISOP**” and the “Smart Relief System” whether the sale is made by OPRA, its commonly controlled affiliates and licensees (collectively “OPRA”) or by Chronoengineering, or by a Qualified Sales Partner in order to maintain territory consistency in the marketing of the Product. This Article defines how the Gross Product Price is paid by the Customer and is allocated between the Parties.

4.2 Product Configurations: As described in Schedule B, the Product is distributed as software to be installed on the Customer's computers, tablets, or other devices (“Software Configuration”).

**4.3 Gross Product Price:** The Gross Product Price shall include the Gross Software Product Price and all support and maintenance fees and professional services fees for installation, implementation, customization, and training services. The Gross Software Product Price for the Product is set forth in the attached Schedule B, as may be amended by the Parties from time to time.

4.4 OPRA Sales of the Product: OPRA and its Affiliates and licensees (collectively “OPRA”) shall sell/license the Product at the Gross Software Product Price to Customers. All sales/licensing of Products and related services that are facilitated by OPRA or any Qualified Sales Partner (including, without limitation, license renewals), or that otherwise result from the marketing and sales efforts of OPRA or any Qualified Sales Partner, are referred to herein as “OPRA Sales”. All costs incurred by OPRA or a Qualified Sales Partner in connection with an OPRA Sale, including commissions, overhead, marketing, promotion costs, and any other costs incurred in connection with marketing efforts described on Schedule C, shall be borne by OPRA.

4.5 CHRONOENGINEERING Sales of the Product: If Chronoengineering is approached by a potential customer in the Territory to purchase the Product, or Chronoengineering otherwise identifies potental Product sales opportunities in the Territory, Chronoengineering will send all such inquiries other relevant information regarding the potential sales opportunity to OPRA.

4.6 Discretion in Pricing: The Parties agree to negotiate revised pricing in good faith in the event of an increase or decrease in the costs reflected in the Gross Software Product Price or any of the other relevant fees set out on Schedule B. In addition, OPRA shall have the right to discount the Gross Software Product Price or any of the other relevant fees set out on Schedule B; provided, however, the Product shall not be priced below the Gross Software Product Price without the prior written consent of both Parties, which may not be unreasonably withheld.

4.7 Sharing of Revenue from Sales; Performance Obligation of Chronoengineering: For each Sale, OPRA shall invoice the Customer for the Gross Product Price, and the Customer shall pay the Gross Product Price to OPRA. Unless otherwise agreed by the Parties in writing, each Customer shall be obligated to pay fifty percent (50%) of the total (i) one-time charges (e.g., ISOP processing fees) and (ii) annual fees for the first year of the Product license term (e.g., annual software license fees and maintenance and support fees) (such amount, the “Upfront Charges”), before commencement of Product delivery and installation. Chronoengineering will, unless otherwise requested by the Customer, commence Product installation within twenty (20) days following receipt of notice from OPRA that such upfront payment has been received from the Customer. The Parties shall share the revenue derived from Sales of the Product as defined in Schedule B. Following receipt of payment from the Customer, OPRA shall pay to Chronoengineering the corresponding Chronoengineering Revenue Share as set forth below in Section 4.8 and in the attached Schedule B.

4.8 Monthly Revenue Share Payments and Reconciliation Reports: OPRA will provide Sales reports in a diligent and timely manner, but in any event no longer than ten (10) calendar days after the end of each month. OPRA shall pay the Chronoengineering Revenue Share owing on or before the tenth (10th) day of each calendar month with respect to funds paid by Customers to OPRA during the immediately previous calendar month.

**4.9 Books and Records:** Each Party shall maintain accurate and complete books and records with respect to all of its activities in regard to the Product and related services or otherwise relating to this Agreement or amounts due to the other Party hereunder (“Books”). A Party will, upon the other Party’s reasonable request, allow the other Party or its authorized third party representative to review and audit the Books. Neither Party shall have any right to review or audit any of the other Party’s books and records that are unrelated to this Agreement or such Party’s activities hereunder. Any third party engaged to conduct a review or audit of the Books shall, prior to commencing any such review or audit, execute a confidentiality agreement acceptable to the Party whose Books are to be reviewed and/or audited. This provision shall survive any expiration or termination of this Agreement for a period of eighteen (18) months.

**4.10 Costs and Expenses:** Except to the extent expressly set forth to the contrary in this Agreement, each party shall bear all costs and expenses incurred in the performance of its own obligations under this Agreement.

 – MARKETING AND SALES PLAN

5.0 Pre-Marketing Industry Feedback: All technical specifications for the Product shall be deemed confidential and subject to the Confidentiality provisions of this Agreement set forth in Article 12.

5.1 Sales Targets: The Parties have set the annual Sales targets (“Annual Target”) and cumulative Sales targets (“Cumulative Target”) listed below, with the Year 1 target period commencing on the Effective Date and each successive target year commencing on the relevant anniversary thereof (“Annual Target Year”):

|  |  |  |
| --- | --- | --- |
| Annual Target Year | Annual Target | Cumulative Target |
| Year 1 | 10 - 20 | 10 - 20 |
| Year 2 | 20 – 30 | 30 – 50 |
| Year 3 | 30 – 50 | 50 – 90 |
| Year 4 | 40 - 60 | 70 – 110 |

Year 5+ Target: Sales targets for any renewal of this Agreement beyond the initial 4 year Term shall be determined by the Parties in connection with any such renewal and memorialized in writing.

For the purposes of the Annual Target and Cumulative Target only, Sales shall include only sales of the Product made to new Customers (i.e., license renewals for existing Customers are excluded).

If, at the end of an Annual Target Year, neither the applicable Annual Target nor the applicable Cumulative Target has been met, Chronoengineering and OPRA can renegotiate the Territory, or Revenue Share percentages of this Agreement. Any resulting changes to the Territory or Revenue Shares shall be reflected in a written amendment to this Agreement. Chronoengineering and OPRA shall each have the right to terminate this Agreement with six (6) months written notice if neither the Annual Target nor the Cumulative Target for any Annual Target Year is met, provided that Chronoengineering or OPRA gives notice of intended termination within 60 days of the end of that Annual Target Year. If no notice of intended termination is given by Chronoengineering or OPRA within this 60 day deadline, the Agreement shall remain in effect in accordance with its terms. The “Cumulative Target” represents the target for total Sales made during the entire Agreement Term, inclusive of Sales made during the indicated Annual Target Year and all previous Annual Target Years.

5.2 Marketing Plan: OPRA and Chronoengineering will collaborate in developing a marketing plan for the Product which will include product sheets, dedicated website pages on the website(s) for the Territory, email campaigns and inclusion of material about Chronoengineering in OPRA conference speaking engagements and OPRA seminars. Chronoengineering agrees to provide OPRA with such research or data pertaining to the Product as may be available, to assist OPRA in the marketing and sale of the Product. The Parties agree to collaborate in developing marketing materials for the Product and related services. (Refer to Schedule C)

5.3 Product Marketing and Sales: OPRA shall be responsible for developing customers for the Product in the Territory and agrees to use commercially reasonable efforts to promote the sale of the Product. Each Party agrees to comply with all applicable Laws, rules and regulations in regard to the marketing and sale of the Product.

5.4 Training by Chronoengineering: Chronoengineeringwill provide to OPRA such training and information regarding the Product (including any updates, enhancements or modifications to the Product made by Chronoengineering at any time) and related services as required in order to effectively market and promote such Product and services to potential customers. Such services shall be provided at such times and places as the Parties mutually agree.

5.5 Product Sales Team: OPRA will train members of its business development team on the features of the Product and the pricing structure, and will incentivize the business development team, using sales commissions or other means, in OPRA’s discretion, to sell the Product.

5.6 Nash Support of Product Sales: Chronoengineering will assign David E. Nash to provide technical sales support to OPRA in regard to the sale of the Product during the first year of this Agreement. Thereafter, David E. Nash shall provide such technical sales support on an as-needed basis, as reasonably requested by OPRA from time to time. Chronoengineering will supply support on product and technical assistance as needed by OPRA sales.

**5.7 Cooperation:** The Parties shall cooperate in good faith with respect to the marketing and promotion of the Product. Such cooperation may, from time to time, include without limitation (i) joint participation in trade shows and other events offering similar marketing opportunities, (ii) joint preparation and release of press releases or other public announcements related to the Product, and (iii) market research and customer surveys.

**5.8 Account Representative:** OPRA shall serve as the account representative for all Customers, with responsibility for Customer inquiries regarding order status, payment, and other administrative matters related to the purchase/licensing of the Product and related services. Any Customer inquiries received by OPRA regarding use of the Product, Product technical support or maintenance, or any installation, implementation, customization, or other professional services to be performed by Chronoengineering shall be forwarded to Chronoengineering, and Chronoengineering shall be responsible for appropriately responding to such inquiries.

**5.9 Account Status:** OPRA and Chronoengineering shall each keep the other reasonably informed of matters relating to the status of Customer accounts, including, without limitation, account payment status, the status of ongoing professional services projects, and any Customer complaints or other feedback received.

**5.10 Resources:** Each of OPRA and Chronoengineering agree to allocate appropriate and sufficient personnel and resources to the performance of their respective obligations under this Agreement and as required to meet the sales targets and installation timelines and priorities established herein.

 – BUSINESS RELATIONSHIP

6.1 Independent Contractor Relationship: Nothing contained in this Agreement shall be construed to constitute a party, as an employee or agent of the other party, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible only for its own actions. This Agreement is in no way intended to create, nor does it create, any express or implied employee/employer, or joint venture relationship arising out of or relating to the legal term of a “partner.” The parties are collaborating only for the purposes and to the extent set forth in this Agreement, and OPRA’s relationship with Chronoengineering and Chronoengineering’s relationship with OPRA shall be that of an independent contractor. Neither OPRA nor OPRA’s personnel shall be deemed to be Chronoengineering’s employees, and neither Chronoengineering nor Chronoengineering’s employees shall be deemed to be OPRA’s employees.

 - intELLECTUAL PROPERTY

7.1 Chronoengineering Intellectual Property: OPRA acknowledges that Chronoengineering owns or has rights to the intellectual property rights in the Product, including but not limited to patents and trademarks, and all information or data concerning the Product provided by Chronoengineering to OPRA under this Agreement, (the “Chronoengineering Intellectual Property Rights”). No rights to the Chronoengineering Intellectual Property Rights are explicitly or implicitly provided to OPRA, excluding the limited license granted under Section 2.4 above. OPRA agrees to use the Chronoengineering Intellectual Property Rights in accordance with the terms of this Agreement and will not knowingly i) undertake any acts that may have a material adverse effect on the Chronoengineering Intellectual Property Rights, or ii) act in any manner that will adversely affect the goodwill or brand name of Chronoengineering or the Product. Chronoengineering represents and warrants that it has the right to the Chronoengineering Intellectual Property Rights, and that neither the Products nor the Chronoengineering Intellectual Property Rights as provided in this Agreement infringe on any rights of any third party.

**7.2 Chronoengineering Trademarks**: During the Term, OPRA may refer to itself as a “Chronoengineering Partner” and/or a “Smart Relief Sales Agent” solely in connection with the Product and related services. Chronoengineering grants to OPRA a non-exclusive, non-transferable, royalty-free license to use the Chronoengineering, Smart Relief and ISOP names, and such other trademarks, trade names and service marks of Chronoengineering as Chronoengineering may authorize from time to time (collectively, the “Chrono Marks”), solely to identify OPRA as a Chronoengineering Partner or Smart Relief Sales Agent and to identify the Product and related services as marketed under this Agreement. OPRA agrees and acknowledges that Chronoengineering owns the Chrono Marks and all associated goodwill and that their use will inure to the benefit of Chronoengineering. The Parties acknowledge and agree that marketing materials for the Product and related services may bear both the OPRA and Chronoengineering names, as mutually approved by the Parties from time to time.

**7.3 OPRA Trademarks:** During the Term,OPRA grants to Chronoengineering the right to use the names “Ohio Provider Resource Association” and “OPRA” (“OPRA Marks”) for the purpose of identifying OPRA as an authorized distributor of the Product. Chronoengineering shall use the OPRA Marks in accordance with any usage guidelines provided by OPRA. Chronoengineering agrees and acknowledges that OPRA owns the OPRA Marks and all associated goodwill and that their use will inure to the benefit of OPRA.

**7.4 Appropriate Use of Names:** Neither Party will use the other Party’s name, or any abbreviations or derivations thereof, in such Party’s corporate titles or in any manner that may result in confusion as to OPRA and Chronoengineering being separate and distinct entities.

– ORDERS AND DELIVERY of Product AND SERVICES

8.1 Purchase of Product: Chronoengineering shall be the exclusive vendor of the Product to Customers and potential customers. OPRA must, on a monthly basis, disclose to Chronoengineering the lead time on upcoming sales, and between both parties, determine coordinated timeline to service each new Customer. Once appropriate allocation of time and resouces is established between both parties, then OPRA will forward Customer purchase orders to Chronoengineering outlining the amount of each Product and related services and the requested delivery date, along with the full cost necessary to fulfill the order (each a “Firm Purchase Order”). Chronoengineering shall provide a confirmation of each submitted order within five (5) Business Days of submission. Orders received after 4:00 pm on a Business Day shall be deemed to be received on the next Business Day. All Firm Purchase Orders shall include the Customer’s name, the name of the Product, any required installation instructions, the number of Product units, the requested delivery date for such Product and any associated professional services. OPRA will bill the Customer for the corresponding Gross Product Price, including the Upfront Charges that must be paid prior to commencement of Product delivery and installation. When OPRA receives payment of the Upfront Charges, the Firm Purchase Order shall be deemed to be placed. In the event of any conflict between the terms of any Firm Purchase Order and the terms of this Agreement, the terms of this Agreement shall govern.

* 1. Delivery and Service Performance: Chronoengineering shall be solely responsible for (i) delivering the Product to the Customer, and (ii) providing all related installation, implementation, training, maintenance and support and other services ordered by the Customer.
	2. Delivery Documentation: All Product shipped or delivered by Chronoengineering shall be accompanied by the documentation required under applicable Law to import the Product into the Territory and for OPRA, or its Affiliates or Qualified Sales Partners, to offer the Product for sale in the Territory.
	3. Supply Covenant: Neither Chronoengineering nor OPRA is responsible for any costs, liabilities or damages suffered or incurred by the other resulting from a Customer’s decision to delay implementation of a Product or a Customer’s failure to complete or pay for the purchase of the Product and/or related services pursuant to a Firm Purchase Order. At Chronoengineering’s discretion and timeliness, Chronoengineering will reference to OPRA if any unexpected delay, i.e. software updates, will take precedence and will further discuss such delay with OPRA within five (5) business days of receipt of Customer order. Notwithstanding the foregoing, however, if Chronoengineering fails to deliver all or part of a Firm Purchase Order (other than due to events caused by Customer delay or failure to purchase) within the timeline set out in the Firm Purchase Order or otherwise agreed with the Customer and approved by Chronoengineering, and such delay in delivery of the Firm Purchase Order results in the cancellation of the Firm Purchase Order or a reduction in the amount paid by the Customer to less than that specified in the Firm Purchase Order, Chronoengineering will reimburse OPRA 50% of the difference between the Revenue Share of Upfront Charges OPRA actually received as a result of the Firm Purchase Order and the Revenue Share of Upfront Charges OPRA would have been entitled to under the Firm Purchase Order had Chronoengineering performed in a timely manner.
	4. License Agreement: The Product shall be licensed, and related services provided, to each Customer pursuant to a license and services agreement entered into between Chronoengineering and the Customer (each a “License Agreement”). The form of License Agreement shall be agreed by OPRA and Chronoengineering, and any material modifications of the form License Agreement for any particular Customer shall require the mutual agreement of the Parties. Each Party shall provide the other with a copy of each executed License Agreement, as applicable.

- Complaints and product recall

9.1 Distribution and End-User Complaints: Both Parties acknowledge that the Product is, for all purposes, a software program that functions in accordance to its technical specifications. Chronoengineering shall bear all costs and expenses and shall be responsible for all corrective actions to be taken in connection with any problems or complaints concerning the functionality of the Product provided by Chronoengineering not being in accordance with its technical specifications or any applicable laws and regulations. OPRA shall be responsible for addressing complaints by Customers relating to the delivery and sale of the Product. Each party agrees to notify the other of complaints received, and Chronoengineering shall render all reasonable assistance to OPRA in connection therewith.

**9.2 Product Recall:** Chronoengineering, in coordination with OPRA, shall initiate a Product recall if Chronoengineering deems, in its reasonable discretion, that such a recall is warranted, or the recall is required by applicable Law or any Governmental Authority. Chronoengineering agrees to inform OPRA forthwith, and the Parties agree to arrange, without prejudice and subject to any other rights or remedies that OPRA may have hereunder, to forthwith replace such recalled Product.

As part of any such Product recall initiated by Chronoengineering, Chronoengineering shall use its best efforts to replace the Product with an equivalent quantity of new Product as soon as reasonably possible, but not to exceed ninety (90) days. Chronoengineering shall be responsible for all costs and expenses related to any recall or replacement of the Product.

 – INDEMNITIES

10.1 Indemnity by Chronoengineering: Chronoengineering agrees to indemnify, defend and hold harmless OPRA, its Affiliates, licensees, designates, agents, directors, officers, employees and subcontractors (the “OPRA Indemnified Parties”) against all liabilities, damages, losses, costs, claims, expenses, suits, proceedings and demands, including, but not limited to, reasonable legal fees and disbursements (“Claims”) suffered or incurred by the OPRA Indemnified Parties or any of them for damage to property, death, personal injury or otherwise, arising out of, occasioned by or in connection with: (i) the failure of any representation or warranty made by Chronoengineering under this Agreement to be true and correct, (ii) claims relating to the manufacture, development, implementation, customization, use (in accordance with the specifications and instructions provided by Chronoengineering), or support of the Product, (iii) claims alleging that the Product, any related Chronoengineering services, or any Chrono Mark infringes the patent, copyright, trademark or other proprietary right of a third party, or (iv) grossly negligent acts or omissions or willful misconduct of Chronoengineering Indemnified Parties (as defined below) and/or others for whom Chronoengineering is responsible.

10.2 Indemnity by OPRA: OPRA agrees to indemnify, defend and hold harmless Chronoengineering, its Affiliates, designates, agents, directors, officers, employees and subcontractors (the “Chronoengineering Indemnified Parties”) against all Claims suffered or incurred by the Chronoengineering Indemnified Parties or any of them for damage to property, death, personal injury or otherwise, arising out of, occasioned by or in connection with: (i) a failure of any representation or warranty made by OPRA under this Agreement to be true and correct; (ii) claims relating to the distribution, marketing or sale of the Product by OPRA in the Territory (excluding any claims based on Product descriptions or other information regarding the Products or related services that was provided or approved by Chronoengineering); and (iii) grossly negligent acts or omissions or willful misconduct of the OPRA Indemnified Parties and/or others for whom OPRA is responsible, including Qualified Sales Partners.

10.3 Indemnity Procedures: A Party seeking to be indemnified under this Article 10 (in such context, the “Indemnified Party”) shall (i) give the other Party (the “Indemnifying Party”) prompt notice of any Claim for which indemnity and/or defense is sought; (ii) afford the Indemnifying Party sole control of the investigation, preparation, defense and settlement of such Claim; and (iii) reasonably cooperate with the Indemnified Party, at the Indemnifying Party’s request and expense, in the defense of the Claim. The Indemnified Party shall have the right to participate in the defense of a Claim by the Indemnifying Party with counsel of the Indemnified Party’s choice at the Indemnified Party’s expense.

10.4 No Admission of Liability: Neither Chronoengineering nor OPRA will conclude a settlement related to any Claim that includes an admission of liability on the part of the other Party, without the other Party’s consent (which shall not be unreasonably withheld or delayed).

10.5 Limitation of Liability: Neither Party shall be responsible to the other Party for any compensation, damages or other payments whatsoever in respect of goodwill, loss of profit or any indirect, special or consequential damages unless such losses were caused by the gross negligence or willful misconduct of a Party.

 - Insurance

11.1 Insurance: Each Party shall, during the Term of this Agreement, maintain in force commercial general liability insurance in an amount of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. Chronoengineering’s policy shall include coverage for “products/completed operations hazard” and a products liability aggregate limit of at least two million dollars ($2,000,000), including coverage for contractual indemnification obligations.

– CONFIDENTIALITY

12.1 Announcements: The Parties agree that the terms of this Agreement are confidential and shall not disclose the terms of this Agreement to third parties without the prior written consent of the other Party unless such disclosure is required to comply with any applicable law, rule or regulation or pursuant to an order of a court or administrative body having jurisdiction.

12.2 Protection of Confidential Information: Neither Party shall, directly or indirectly, deal with, use, exploit or disclose the Confidential Information of the other Party to any person or entity for any purpose except as described or permitted herein or unless and until expressly authorized in writing to do so by the other Party.

A Party may disclose the Confidential Information of the other Party only to those employees, agents and service providers who have a need-to-know the Confidential Information for the purpose of this Agreement (the “Authorized Representatives”). Prior to disclosing the Confidential Information to Authorized Representatives such Party agrees to issue appropriate instructions to satisfy the obligations herein and obtain the Authorized Representatives’ agreement to receive and use the Confidential Information as confidential and subject to non-disclosure on the same conditions as contained herein. No Confidential Information of a Party may be disclosed or sold to any third parties without the prior written consent of the other Party.

Neither Party shall be liable for disclosure of the Confidential Information nor any portion thereof if and to the extent only that:

1. the Confidential Information or any portion thereof is or becomes publicly available, other than through a breach of this Agreement;
2. the Confidential Information or any portion thereof is subsequently lawfully obtained by the other Party from a third party or parties without breach of this Agreement as shown by documentation sufficient to establish the third party as a source of the Confidential Information;
3. the Confidential Information or any portion thereof was known to a Party prior to its disclosure to the other Party as shown by documentation kept in the ordinary course of business sufficient to establish such knowledge;
4. the Confidential Information is required to be disclosed by law, regulation or legal process; provided that the disclosing Party shall inform the other Party prior to such disclosure (to the extent permitted by law) to enable the other Party to seek a protective order or other appropriate remedy to prevent such disclosure.

If the receiving Party or any of its Authorized Representatives are required by applicable law or legal process to disclose any of the Confidential Information of the disclosing Party, the receiving Party shall provide the disclosing Party with prompt notice of such requirement so that the disclosing Party may seek a protective order or other appropriate remedy and\or waive compliance with the provisions of this Agreement and the receiving Party shall, at the disclosing Party’s request and expense, co-operate to obtain a protective order or other remedy. In the event that no such protective order or other remedy is obtained prior to the time the receiving Party or its Authorized Representative is legally compelled to disclose such Confidential Information, the receiving Party or its Authorized Representative may, without liability hereunder, disclose only that portion of the Confidential Information of the disclosing Party which the receiving Party or such Authorized Representative believes, in good faith and on the advice of legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

Each Party acknowledges that the provisions of confidentiality contained in this Agreement are essential for the protection of the Parties as regards their respective Confidential Information and that, in the event of any breach or threatened breach of the provisions of this Agreement, the same would cause immediate or irreparable harm and damage to the disclosing Party for which monetary damages would be inadequate or impossible to ascertain. Each Party agrees that upon any breach or threatened breach of the provisions hereof by such Party or its Authorized Representatives, the other Party shall be entitled to seek from any court of competent jurisdiction interim and permanent injunctive relief or other appropriate form of equitable relief to effectively enforce the provisions hereof without proof of actual damages or that an award of damages would be an inadequate remedy and without the need to post any bond or other security (or any undertaking to provide same) in connection with any such remedy, which rights and remedies shall be cumulative and in addition to, and without prejudice to, any other rights or remedies to which the other Party may be entitled.

The obligations assumed by each Party under this Section 12.2 shall apply during the Term and for a period of three (3) years after termination or expiration of this Agreement.

A Party shall, upon request of the other Party, return all Confidential Information and copies thereof or shall destroy such Confidential Information and copies as directed by such Party. However, a Party may retain a copy of Confidential Information if required in order to comply with Law.

- TERMINATION

13.1 Termination Rights: Both Parties, OPRA and Chronoengineering, shall have the right to terminate this Agreement under the following conditions:

Either Party may terminate this Agreement if the other Party is in material breach of any representation, warranty, covenant or obligation under this Agreement and fails to cure such breach prior within thirty (30) days after receipt of written notice thereof. Either party may terminate this Agreement if the annual sales targets are not met, as described in Section 5.1. Either Party may terminate this Agreement at the end of the initial four (4) year term or any renewal term by providing the other Party with written notice of non-renewal at least ninety (90) days in advance of the scheduled Term end date.

Either Party may terminate this Agreement effective immediately on notice in the event the other Party becomes bankrupt or insolvent, takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or files a proposal, or takes any action or proceeding before any court or government body of competent jurisdiction, for dissolution, winding-up or liquidation of its assets.

- OBLIGATIONS FOLLOWING TERMINATION

14.1 Rights and Obligations on Termination: Except to the extent that completion is not possible due to a Party’s breach or insolvency, all Sales that are in process as of the effective date of termination of this Agreement (“In-Process Sales”) shall be completed by the Parties in accordance with the terms hereof. In regard to all such Sales, any portion of the Gross Product Price paid to OPRA or Chronoengineering during the twelve (12) month period following the effective date of termination shall be subject to the revenue share provisions set out in Article 4 above. All applicable payment and reporting provisions hereunder shall continue to be effective during such period, and shall apply to whichever of the Parties receives payment from the Customer with respect to such Sales.

Chronoengineering will have continuing obligations to maintain and support the existing installations of the Products pursuant to the applicable agreements with the Customers.

As of the effective date of termination, OPRA shall cease to market and sell the Product and will commence efforts to promptly and efficiently transfer to Chronoengineering the ongoing invoicing and account representative functions with respect to all Customers. The Parties will reasonably cooperate with each other to achieve such transfer and to appropriately notify all Customers thereof.

Chronoengineering shall cease to use OPRA Marks on its marketing or promotion of the Product as of the effective date of termination.

Following the effective date of termination, Chronoengineering will pay to OPRA 50% of all license/maintenance fees paid by Customers, within thirty (30) days of the Customer’s payment of license/maintenance fees to Chronoengineering, during the twelve (12) months immediately following the effective date of termination in regard to Sales completed on or before the effective date of termination. In order to be deemed “completed”, a Firm Purchase Order must be received. This one-time payment is intended to compensate OPRA for revenue generated from Sales OPRA facilitated, but which is not received until after termination of the Agreement. Except for such payment and certain amounts received with respect to In-Process Sales (as described above), Chronoengineering shall have no obligation to share with OPRA any Gross Product Price revenues received by Chronoengineering after the effective date of termination. For the avoidance of doubt, any Gross Product Price revenues received on or before the effective date of termination shall be shared by the Parties as set out in Article 4.

- REPRESENTATIONS AND WARRANTIES

15.1 OPRA Representations and Warranties: OPRA represents and warrants the following to Chronoengineering with full knowledge that Chronoengineering is acting in reliance on such representations and warranties in executing the Agreement and performing its obligations hereunder:

(a) The execution, delivery and performance of this Agreement by OPRA will not result in a breach or violation of any of the provisions of, or constitute a default under, or conflict with any contract or other obligation to which OPRA is a party;

(b) OPRA has or shall have all necessary licenses and permits to perform its obligations pursuant to this Agreement; and

(c) OPRA will use its best efforts to promote, market, sell, and distribute the Product.

15.2 Chronoengineering Representations and Warranties: Chronoengineering represents and warrants the following to OPRA with full knowledge that OPRA is acting in reliance on such representations and warranties in executing this Agreement and performing its obligations hereunder:

1. Chronoengineering is a limited liability corporation (LLC) properly established and validly existing under the Laws of California;
2. the execution, delivery and performance of this Agreement by Chronoengineering will not result in a breach or violation of any of the provisions of, or constitute a default under, or conflict with any contract or other obligation to which Chronoengineering is a party;
3. Chronoengineering has or shall have all necessary licenses and permits to perform its obligations pursuant to this Agreement; and
4. the Product will conform in all material respects to the applicable documentation (including all specifications set forth therein).

15.3 Limitation of Warranties: Except for the express warranties set forth in this Agreement, neither Party makes any representation or warranty, express or implied, relating to the Product or its obligations under this Agreement and disclaims any such representations and warranties including, without limitation, any warranty of merchantability or fitness for any particular purpose and any implied representation or warranty.

- DISPUTE RESOLUTION

16.1 Dispute Resolution: The parties hereby agree that any controversy or claim arising out of or relating to this Agreement, including the arbitrability of any controversy or claim, which cannot be settled by mutual agreement will be finally settled by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state arbitration law) as follows: Any party who is aggrieved will deliver a notice to the other party setting forth the specific points in dispute. Any points remaining in dispute twenty (20) days after the giving of such notice may, upon ten (10) days' notice to the other party, be submitted to arbitration, in Columbus, Ohio, under the rules and procedures of the American Arbitration Association. If the Parties are able to agree, the arbitration shall be conducted by a single arbitrator mutually appointed by the Parties. Failing such mutual appointment, the arbitration shall be heard by a panel of three (3) arbitrators. Each Party shall nominate one arbitrator. The third arbitrator, who will be the chairman of the arbitration, shall be appointed in accordance with the rules of the American Arbitration Association. Notwithstanding the use of the Federal Arbitration Act, all discovery in any arbitration shall be in accordance with the Federal Rules of Civil Procedure.

16.2 Binding Effect. The decision of the arbitrator(s) on the points in dispute will be final, unappealable and binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties agree that this provision has been adopted by the parties to rapidly and inexpensively resolve any disputes between them and that this provision will be grounds for dismissal of any court action commenced by either party with respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award. In the event that any court determines that this arbitration procedure is not binding, or otherwise allows any litigation regarding a dispute, claim, or controversy covered by this Agreement to proceed, the parties hereto hereby waive any and all right to a trial by jury in or with respect to such litigation.

16.3 Fees and Expenses. Except as otherwise provided in this Agreement or by law, the arbitrator will be authorized to apportion its fees and expenses and the reasonable attorneys' fees and expenses of either party as the arbitrator deems appropriate. In the absence of any such apportionment, the fees and expenses of the arbitrator will be borne equally by each party, and each party will bear the fees and expenses of its own attorney.

16.4 Confidentiality. The parties will keep confidential, and will not disclose to any person, except as may be required by law, the existence of any controversy under this Article 16, the referral of any such controversy to arbitration or the status or resolution thereof. In addition, the confidentiality restrictions set forth in Article 12 shall continue in full force and effect.

16.5 Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of the State of Ohio, without regard to conflicts of laws principles. The Parties agree to the exclusive jurisdiction of the state and federal courts situated in Columbus, Ohio without regard to all controversies or claims arising out of or relating to this Agreement.

**16.6 Injunctive Relief:** Nothing set forth in this Article 16 shall limit or restrict a Party’s ability to seek immediate injunctive or other equitable relief in any court of competent jurisdiction in order to prevent or remedy a breach of the confidentiality obligations set out in Article 12 or to protect its intellectual property.

 – miscellaneous

17.1 Notice: Any notice hereunder shall be given in writing, via US Mail, Fax, or by email, in advance, and mailed, faxed or emailed to the address set forth below, or to such other address as a Party may from time to time specify. Any notice shall be deemed to be delivered when received by the receiving Party if received prior to 4 p.m. on a Business Day of such Party, with confirmation of receipt, and otherwise on the next Business Day.

|  |  |
| --- | --- |
| **To OPRA at:**1152 Goodale Blvd.Columbus, OH 43212Attention: Mark Davis, PresidentPhone: 614.224.6772Email: mdavis@opra.com | To Chronoengineering at:8870 Camino RealSan Gabriel, CA 91775Attention: David Johannsen, PresidentPhone: 626.695.2223Email: johannsen.dave@gmail.com |

17.2 Force Majeure: Neither Party shall be in breach hereunder if failure of performance is due, and continues to be due, to Force Majeure, provided the Party claiming relief gives notice to the other Party no later than ten (10) Business Days after its first occurrence and makes continued reasonable attempts to ameliorate the negative effect(s) thereof. In the event that a Party’s performance of any material obligation under this Agreement is prevented for more than sixty (60) consecutive days due to Force Majeure, then the other Party shall have the option to immediately terminate this Agreement upon notice to the Party whose performance is so prevented.

17.3 Survival of Terms: The terms and conditions contained in Article 4 (Financial Terms), Article 6 (Business Relationship), Section 7.1 (Chronoengineering Intellectual Property), Article 10 (Indemnities), Article 12 (Confidentiality), and Article 14 (Obligations Following Termination) shall survive the termination or expiration of this Agreement.

17.4 Amendment/Waiver/Remedies: This Agreement may not be amended, or any provision waived, except by written instrument signed by an authorized representative of the party against which it is to be enforced. No failure of a Party to exercise any right hereunder shall operate as a waiver of such right. No single or partial exercise of any right shall preclude a further exercise of such right or the exercise of another right. The rights and remedies provided in this Agreement to a Party not in default shall be deemed cumulative.

17.5 Severability: If the application of any term hereof in any jurisdiction is to any extent rendered unenforceable, then such term (a) is deemed to be independent of the remainder of this Agreement and its unenforceability shall not affect the remaining provisions hereof; and (b) shall continue to be enforceable to the fullest extent permitted by Law in every other jurisdiction.

17.6 Assignment: This Agreement may not be assigned or any duties hereunder delegated by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding this, the Parties may assign all or part of this Agreement, or delegate any of their duties hereunder, to any of their respective Affiliates, provided that prior written notice is given and no such action shall relieve any original Party of its obligations hereunder. Any attempted assignment in violation of this provision shall be void ab initio and of no force or effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

17.7 Currency: Unless otherwise provided, all references to money and currency in this Agreement are to United States dollars.

17.8 Headings: The headings are for the sake of convenience and shall not be imported in interpretation of any clause of this Agreement.

17.9 Entire Agreement: This Agreement, including the Schedules attached hereto, contains the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all negotiations, discussions and any prior or contemporaneous agreements relating to the Product, including any signed term sheet between the Parties.

17.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF Chronoengineering and OPRA have signed this Agreement by their authorized representatives as of the Effective Date.

OHIO PROVIDER RESOURCE ASSOCIATION

Per:

Mark Davis

 President

Date:

CHRONOENGINEERING, LLC

Per:

David Johannsen

 President

Date:

SCHEDULE A - DEFINED TERMS

“Affiliate” means, in relation to a Party, any other Person, which directly or indirectly controls, is controlled by or is under common control with such Party.

“Agreement,” “herein,” “hereunder,” “hereof,” “hereto,” and similar expressions mean this Agreement, together with all Schedules, as it may be amended from time to time.

“Approvals” means the licenses, authorizations, registrations, consents or approvals, if any, that are required from Governmental Authorities to enable the Product to be imported into and/or sold in a country of the Territory.

“Business Day” means a day other than a Saturday, a Sunday or a day that is a statutory holiday in Massachusetts, U.S.A.

“OPRA Sales” has the meaning set forth in Section 4.4.

“Claim” has the meaning set forth in Section 10.1.

“Competing Product” means a software application or device that is used for the same or substantially similar purposes as the Product.

“Confidential Information” means all information relating to the Product and the supply and distribution of the Product under this Agreement, including but not limited to the business, operations, methods of operating, customers (customer lists), affairs, processes, inventions, know-how, research, trade secrets, personnel, and financial, production, scientific and technical data and information of a Party, whether written, graphic, electronic, digital or oral, as well as samples and specimens thereof, and copies, notes or summaries prepared with the Confidential Information.

“Customer” means a Person that purchases/licenses one or more Products from OPRA or Chronoengineering. Individual employees or independent contractors engaged by the Person are considered Customers if they purchase the Product as a result of OPRA’s, Chronoengineering’s or a Qualified Sales Partner’s marketing in the Territory.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Force Majeure” means a cause beyond the reasonable control and without the fault or negligence of a Party or its Affiliates including, but not limited to explosions, fires, floods, storms, earthquakes, riots, labor disturbances, embargoes, wars or war operations (whether declared or otherwise), restraints of government, serious infectious disease outbreaks, sabotage, acts of God, newly issued orders or decrees of any court of competent jurisdiction and any binding act or order of any governmental agency, or other cause or causes which could not with reasonable diligence be controlled by a Party.

“Governmental Authority” means the federal, provincial or state government ministry, department or agency, the regulatory body or other Person responsible in the state, province or territory in each country of the Territory for issuing Approvals, if any, and for enacting, monitoring and/or enforcing the applicable Laws relating to the sale of the Product in such market or jurisdiction.

“Gross Product Price” means the gross amounts paid for the Product(s) and related services by a Customer, including, without limitation all software license fees, support and maintenance fees, and professional services fees for installation, implementation, customization, or training – excluding (i) any amounts paid in regard to sales, use or value added taxes, customs, duties, or shipping and handling fees, and (ii) any amounts refunded or credited to the Customer in connection with returns, order cancellations, etc. Travel expenses, including reimbursable travel expenses paid by the Customer or prospective customer for the travel of the OPRA or Chronoengineering staff to the workplace of the Customer, is not included in the Gross Product Price and shall be reimbursed directly to OPRA or Chronoengineering, as the case may be, by the Customer. Gross Product Price shall include all amounts paid by the Customer in connection with the initial purchase/license of the Product(s) and services, as well as all recurring and one-time fees paid by the Customer on an ongoing basis with respect to the Product(s) and related services (e.g., annual license fees, annual maintenance and support fees, etc.).

“**ISOP**” means the software application that develops employee schedules to meet the client’s needs while addressing health and fatigue management of the employees.

“Laws” means the (a) constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, whether domestic, foreign or international, (b) judgments, orders, writs, injunctions, decisions, rulings, decrees and words of any Governmental Authority, (c) policies, practices and guidelines of Governmental Authorities, and (d) guidelines, policies and standards relating to or having jurisdiction over the manufacturing, packaging, testing, marketing, advertising, promotion, sale and distribution of the Product in the Territory and in each jurisdiction where such activities are carried out by Chronoengineering or OPRA, as applicable, with respect to the Product.

“Party” means either Chronoengineering or OPRA and “Parties” refers to Chronoengineering and OPRA.

“Person” shall be broadly interpreted and shall include an individual, partnership, joint venture, association, corporation, company, limited liability company, and any other form of business organization, government, regulatory or governmental agency, commission, department and instrumentality.

“Product” means the Smart-Relief System and ISOP.

“**Sale**” means an OPRA Sale.

“Term” is defined in Section 3.1.

“Territory” means the United States of America (including its territories) and Canada.

“Chronoengineering Intellectual Property Rights” has the meaning set forth in Section 7.1.

“Smart-Relief System” means the Smart-Relief software application used to select the best relief employee and other monitoring of scheduling roster for clients, employees and group homes.

EXHIBIT: SCHEDULE B – PRODUCT PRICING

B.1 Licensing and License Size: The Product is licensed for one computer, and is optimized to manage approximately 300 employees. A Customer whose size significantly exceeds this limit will need multiple copies of the Product, with each copy of the Product used to manage one portion of the Customer's overall employee list. A Customer with multiple sites will have one or more copies of the Product for each site/region. A Customer with multiple divisions will have one or more copies of the Product for each division. Each copy of the Product is hereinafter designated as one License.

B.2 Pricing and Configurations: The Product is provided in two parts, Smart Relief TSS and ISOP. ISOP is a software program which is currently performed off–site (i.e., is not installed on the Customer’s systems) to optimize the Customer schedules. Smart Relief is a software configuration and consists of the Product being installed on one computer, owned by the Customer. Smart Relief TSS is the tracking tool, while ISOP allows for bio-roster schedule generation.

The “Gross Software Product Price” consists of two components, the ISOP processing fee and the Smart Relief License fee. The Smart Relief License fee depends upon the number of Licenses of Smart Relief purchased by the Customer,

For **Smart Relief,** per Customer per site/region, the cost is according to the following list:

1-2 Licenses: $20,000 total

3 Licenses: $35,000 total

4-9 Licenses: $50,000 total

10+ Licenses: Fees to be negotiated on a case-by-case basis

The **ISOP cost** to each Customer per site/region will be a one-time fee of $250/per full time employee, and $125/per part time employee.

ISOP is about 80% complete, with redesign portions for automation already scripted.  With complete automation, it affords two significant advantages; 1) The requirements for the client to perform their own optimal schedules and this being also progressive as the client grows, and 2) once the two softwares are one, we will be able to standardize pricing to offer smaller clients an affordable system, and also be able to do stable pricing for the largest clients.

The Gross Software Product Price (including both the Smart Relief and ISOP fee components stated above) revenue share will be fifty percent (50%) of the Gross Product Price to Chronoengineering and fifty percent (50%) to OPRA.

A Gross Software Product Price different than that set forth above may be charged to any particular customer, as agreed by OPRA and Chronoengineering.

B.3 Annual Maintenance Fees: The initial License purchase authorizes the Customer to use the Product for one year. Continued usage of the Product beyond this date requires payment of an Annual Maintenance Fee as follows:

1-year renewal: 28% of the Gross Software Product Price

3-year renewal: 24% of the Gross Software Product Price

5-year renewal: 20% of the Gross Software Product Price

If a customer purchases additional licenses in subsequent orders, the first Annual Maintenance Fee for the new purchases will be prorated to align the renewal date to the original order renewal date. At every license renewal, the pricing will reflect the Gross Software Product Price as computed based on the number of Licenses the customer has active at that time.

If a customer renews some, but not all, of the Licenses at a renewal date, the pricing will reflect the Gross Software Product Price as computed based on the number of Licenses being renewed. Renewing fewer Licenses may increase the License Fee rate per unit.

Installation and Interfacing With Customer's Systems: The Product requires interfacing to the Customer's operating system, this interface is hereinafter called the 'Bridge'.

The Product's documentation provides the information required for the Customer to implement the Bridge. If the Customer does not implement the Bridge, or implements the Bridge incorrectly, the Product cannot properly operate.

Customers may contract Chronoengineering to implement the Bridge. This service costs $1,200 per day.

B.4 OPRA Member Discount: All OPRA members shall be entitled to a ten percent (10%) discount off of the otherwise applicable Gross Software Product Price and Annual Maintenance Fees as set out above.

B.5 Professional Service Fees: All professional services required of Chronoengineering which are beyond the standard implementation and training, such as customization or special intergration, shall be provided by Chronoengineering, in accordance to Chronoengineering’s timeline, to Customers at the rate of $1,200 per diem.

B.6 Revenue Sharing: For each Sale, the Customer shall pay the full Gross Product Price to OPRA. The Gross Product Price shall be shared between OPRA and Chronoengineering as specified in Section B.7.

B.7 Revenue Sharing for Sales: For all Sales of the Product, whether generated by OPRA or its Affiliates, licensees, or Qualified Sales Partners, Chronoengineering shall be paid the following percentage of the Gross Product Price, with the remaining percentage being payable to OPRA:

For the **Smart Relief portion of the Product**, along with its license fee renewals, fifty percent (50%) of the Gross Product Price to Chronoengineering and fifty percent (50%) to OPRA. Any portion to be paid to OPRA's affiliates, licensees, or Qualified Sales Partners shall come from OPRA's share. The amounts described in this provision are referred to in the Agreement as each Parties’ respective “Revenue Share.”

For the **ISOP portion of the Product**, fifty percent (50%) of the Gross Product Price to Chronoengineering and fifty percent (50%) to OPRA. Any portion to be paid to OPRA's affiliates, licensees, or Qualified Sales Partners shall come from OPRA's share. The amounts described in this provision are referred to in the Agreement as each Parties’ respective “Revenue Share.”

Once full automation is complete, then the Revenue Share will be, for both software systems in one, fifty percent (50%) of the Gross Product Price to Chronoengineering and fifty percent (50%) to OPRA.

EXHIBIT: Schedule C – Marketing Strategy

OPRA will assume primary responsibility, with reasonable assistance from Chronoengineering, in regard to the following marketing efforts:

The closing and signing of projects of outstanding existing proposals, i.e. CRSI, ViaQuest and RHAM.

Orientation of OPRA Sales Representatives

OPRA will ensure that consultants are trained enough to have initial Product conversations with potential customers. At that point, other appropriate people can be brought in to drive the process.

Web Site Section

OPRA will enhance its web site to include Product information with a plan to add contact information to capture inquiries and an overview video.

e-Blasts

OPRA will send informative e-blast regarding the Product to a proprietary list.

**Members**

Promote the Product to OPRA members via conferences, member forums and other member communications.

Speaking Opportunities

OPRA will use speaking opportunities and various forums to promote the Product. OPRA will include the Product as a topic in presentations, forums, etc. when and where appropriate.

Other Marketing

Assist with establishing pricing (range) and testing the market

Establish elevator pitch messaging with CHRONOENGINEERING’s assistance

Look for webinar opportunities

Develop white papers/success stories for email distribution list

Research potential associations and other partnership opportunities

Market to ANCOR and its members

Submit market materials to trade journals and websites

Promote through Federal and State government

Process

Generate Interest via methods above

Set up initial web meetings to qualify opportunity

Chronoengineering will provide the following to assist OPRA in marketing the Product:

* Furnish OPRA with complete and accurate information regarding (i) the functionality, features and operation of the Product, and (ii) Chronoengineering services related to the Product (e.g., implementation, customization, support and maintenance). Chronoengineering shall provide timely updates to such information as appropriate to reflect any modifications or enhancements to the Product or any changes to the related Chronoengineering service offerings.
* Collaborate with OPRA in regard to developing marketing and promotional materials for the Product.
* Provide OPRA with any potential customer leads that come to Chronoengineering’s attention.

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* Communicate to OPRA customer feedback with respect to the Product and related Chronoengineering services.