

Glassboro Public Schools



MEMO

Date: August 26, 2026
To: Dr. Lewis
From: Michael Sloan
Re: Advanta Agreements

Recommend Board approval of the Business Associate Agreement and Master Services Agreement between Glassboro Public Schools and Advanta Health Solutions, Inc. effective September 1, 2026 through August 31, 2027. (attachment)



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into between **Advanta Health Solutions, Inc.**, a Delaware Corporation, ("Business Associate or BA"), and **Glassboro Public Schools** ("Covered Entity"), which shall be deemed effective on **September 1, 2026** (the "Effective Date").

WHEREAS, the U.S. Department of Health and Human Services issued regulations on "Standards for Privacy of Individually Identifiable Health Information" comprising 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Standards"), "Security Standards for the Protection of Electronic Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart C (the "Security Standards"), and "Standards for Notification in the Case of Breach of Unsecured Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart D (the "Breach Notification Standards"), promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Privacy Standards, the Security Standards and the Breach Notification Standards are collectively referred to herein as the "HIPAA Standards").

WHEREAS, in conformity with the HIPAA Standards, Business Associate has and/or will have access to, create and/or receive certain Protected Health Information ("PHI") pursuant to the services provided under the Terms of Service entered into by and between Covered Entity and Business Associate (the "Service Agreement").

WHEREAS, Covered Entity is required by the HIPAA Standards to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI disclosed by or created or received by Business Associate on behalf of Covered Entity.

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their obligations with respect to PHI pursuant to the requirements of the HIPAA Standards.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Section 1. Definitions. Except as otherwise specified herein, capitalized terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.304, 164.402 and 164.501.

- (a) Breach, as used in Section 2 of this Agreement, means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- (b) C.F.R. means the Code of Federal Regulations.
- (c) PHI means any Protected Health Information that is received, maintained, transmitted or utilized for any purpose in electronic form by Business Associate on behalf of Covered Entity.

- (d) HIPAA means the Health Insurance Portability and Accountability Act of 1996 and any successor statutes, rules and regulations.
- (e) HITECH Act means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act.
- (f) Individual has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. § 164.502 (g).
- (g) Protected Health Information (“PHI”) has the same meaning as the term "Protected Health Information" as defined in 45 C.F.R. § 160.103, which generally includes all Individually Identifiable Health Information regardless of form; limited, however, to the information created or received by Business Associate from or on behalf of Covered Entity.
- (h) Required by Law has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (i) Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- (j) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (k) Standard Transaction means a transaction that complies with an applicable standard adopted under 45 C.F.R. Part 162.

Section 2. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures of PHI by Covered Entity in accordance with the HITECH Act and 45 C.F.R. § 164.522, provided that Covered Entity communicates such limitations to Business Associate.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) In accordance with the HIPAA Standards, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Specifically, Business Associate shall comply with all standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Additionally, Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify: the date and nature and scope of the Security Incident, Business Associate’s response to the Security

Incident, and the identification of the party responsible for causing the Security Incident, if known.

- (e) Business Associate agrees to notify Covered Entity of any Breach of Unsecured Protected Health Information within ten (10) business days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by the HIPAA Standards. Business Associate shall reasonably cooperate and assist Covered Entity in making the notification to third parties required by law in the event of a Breach due solely to Business Associate.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI created or received by Business Associate on behalf of Covered Entity agrees to implement reasonable and appropriate safeguards to protect PHI and to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (h) Upon request of Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, to an Individual in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524. Business Associate further agrees to make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in order for Covered Entity to comply with 45 C.F.R. § 164.526. If Business Associate provides copies or summaries of PHI to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. § 164.524(c)(4).
- (i) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA Standards.
- (j) Business Associate agrees to document those disclosures of PHI, and information related to such disclosures, as required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Business Associate further agrees to provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528, or, if required by the HITECH Act, to provide an Individual an accounting of disclosures of PHI upon request made by the Individual directly to Business Associate.
- (k) Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary, as defined by HIPAA Standards and relevant guidance, to accomplish the purpose of such use, disclosure or request.
- (l) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

- (m) Except as otherwise permitted by law, Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI without the Individual's authorization.

Section 3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) General Use and Disclosure Provisions

All uses and disclosures of PHI by Business Associate shall be limited to the minimum necessary information required to accomplish the intended purpose, consistent with the HIPAA Standards and any guidance issued by the Secretary of HHS.

(b) Specific Use and Disclosure Provisions.

- (1) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).

Section 4. Term and Termination.

- (a) Term. The provisions of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section, shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to this Agreement and upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - (2) Immediately terminate this Agreement if cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received or created by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) If Business Associate determines that returning or destroying the PHI is infeasible, all data will be de-identified in accordance with 45 C.F.R. §164.514. Any determination of infeasibility will be mutually agreed upon in writing, rather than determined unilaterally.

Section 5. Notices. Any notices or communications to be given pursuant to this Agreement shall be made to the addresses given below:

If to Business Associate, to:

ATTN:
Courtenay Higgins
Advanta Health Solutions
550 Broad Street, Suite 804
Newark, NJ 07102

If to Covered Entity, to:

ATTN:

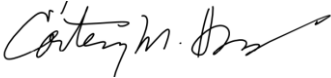
Section 6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect.
- (b) Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to ensure the parties comply with the requirements of the HIPAA Standards and any other applicable law or regulation. Any amendment to this Agreement proposed by either party shall not be effective unless mutually agreed to in writing by both parties.

- (c) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Standards. In the event of any inconsistency or conflict between this Agreement and the Service Agreement, the terms and conditions of this Agreement shall govern and control.
- (e) No Third Party Beneficiary. Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the same internal laws as that of the Service Agreement.
- (g) Multiple Counterparts. This Agreement may be executed in multiple counterparts all of which shall be considered an original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Advanta Health Solutions, Inc.

By: 

Name: Courtenay M. Higgins

Title: President

Glassboro Public Schools

By:

Name:

Title:

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) as of September 1, 2026 (the “**Effective Date**”) by and between **Advanta Health Solutions, Inc.** (“**Advanta**”), with offices at 550 Broad Street, Suite 804, Newark, NJ 07102, and, **Glassboro Public Schools**(“**Customer**”), with offices located at 560 Bowe Blvd Glassboro, NJ 08028. Advanta and Customer are also referred to as a “**Party**” or the “**Parties**” herein.

WHEREAS, Advanta will provide services to Customer in connection with the provision and coordination of the ActiveFit® health incentive program; and

WHEREAS, the Parties desire to enter into this Master Services Agreement to guide the terms and conditions of this program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the meanings given in Exhibit 1 and/or elsewhere in this Agreement.

2. **Performance of Services.**

2.1 **Services Terms; Structure; Statements of Work.**

2.1.1 Advanta will perform the Services and deliver Deliverables in accordance with the terms and conditions set forth in this Agreement and in the SOW attached hereunder. SOW will be deemed incorporated by reference into this Agreement.

2.1.2 In the event Customer licenses Advanta’s Licensed Solutions, then Customer must enter into a License Agreement Addendum to Master Services Agreement, which modifies the terms of this Agreement solely with respect to the Licensed Solutions and an SOW which outlines the Licensed Solutions. If Customer is purchasing Services and Deliverables in addition to licensing the Licensed Solutions, and such Services and Deliverables are set forth in the same SOW as the Licensed Solutions; *provided*, that the SOW must delineate the items provided by Advanta to Customer between the Services and Deliverables and the Licensed Solutions. Notwithstanding the foregoing, Advanta is not required to break out the pricing between the different categories.

2.1.3 With respect to the Licensed Solutions only, in the event of a conflict between this Addendum and the Agreement, the provisions of this Addendum shall control. Except for the foregoing, the Agreement shall remain in full force and effect, and the terms thereof are incorporated herein by reference. For the avoidance of doubt, the provisions of this Addendum and the SOW shall only apply to the Licensed Solutions.

- 2.1.4 In the event of a conflict between this Agreement and any SOW, this Agreement shall control unless expressly superseded by the conflicting provision in the SOW. With respect to the Licensed Solutions only, in the event of a conflict between the Addendum, this Agreement, and any SOW, the provisions of the Addendum shall control, then the provisions of this Agreement shall control.
- 2.1.5 Advanta and Customer shall comply with any agreements and reporting obligations set forth in an SOW, as applicable. Upon request, the Parties may negotiate good faith changes to any such agreements or reporting obligations to address operational issues or new requirements that arise after the effective date of a SOW. Any change to a SOW shall be set forth in writing and signed by both Parties prior to the commencement of any changes to the SOW.

2.2 **Compliance With Laws.**

- 2.2.1 Advanta shall comply with all Laws applicable to Advanta in the capacity of a provider of the Services and/or applicable to Advanta's business or operations, including, without limitation, privacy, healthcare and/or data security laws.
- 2.2.2 Customer shall comply with all Laws applicable to Customer in the capacity of a recipient of any services under this Agreement and/or applicable to Customer's business or operations, including without limitation, privacy, healthcare and/or data security laws.
- 2.2.3 Without limiting the foregoing, each Party shall refrain from any act or omission that would subject the other Party to civil or criminal fines or penalties under any Law, and shall be responsible for any such fines or penalties imposed on the other Party resulting from the first Party's failure to comply with any Laws.
- 2.2.4 Advanta shall maintain all Consents required for Advanta to perform the Services.

2.3 **Subcontractors.**

- 2.3.1 Neither Party shall subcontract or delegate any of its obligations under this Agreement without the prior written approval of the other Party.
- 2.3.2 All of a Party's subcontracts shall contain terms and conditions consistent with those set forth in this Agreement (including with respect to compliance with laws and insurance requirements).
- 2.3.3 Each Party shall remain responsible for all activities of Subcontractors, including for all acts and omissions of such Subcontractors and their respective personnel, to the same extent as if such activities were performed

by such Party, and, for purposes of this Agreement, such activities shall be deemed work performed by such Party.

- 2.4 **Advanta Personnel.** Advanta shall provide an adequate number of competent and qualified Advanta Personnel to perform the Services.
- 2.5 **Commitment to Provide Resources.** Except for resources for which Advanta has financial responsibility pursuant to the applicable SOW, Customer shall be solely responsible at Customer's expense for providing all personnel, equipment, software, third party services, facilities, on-site resources or other resources as necessary to work with Advanta on the Services.
- 2.6 **Business Associate Agreement.** Prior to Advanta performing any Services that, under federal statutes and regulations relating to HIPAA, would constitute (a) performing or assisting in the performance of certain functions or activities for Customer or (b) performing certain services for Customer either of which involves the use, creation, receipt, or disclosure of Private Information as such term is defined in the Business Associate Agreement defined below, Advanta shall execute Customer's form of Business Associate Agreement (a "**Business Associate Agreement**") that deals with safeguarding Customer's Private Information. Advanta agrees and acknowledges that Customer is either a "**Covered Entity**" or "**Business Associate**" under HIPAA, and as such, Customer shall have certain obligations under HIPAA. Advanta agrees to comply with its obligations as set forth in any Business Associate Agreement by and between the Parties, if applicable.

3. **Term and Termination.**

- 3.1 **Term.** Subject to earlier termination as permitted in Section 3.2, the term of this Agreement shall commence on the Effective Date and end on August 31, 2027 (or as extended pursuant to this Section 3.1, the "**Term**"). Customer may elect to extend the Term for successive one (1) year periods upon written notice to Advanta no less than thirty (30) days prior to the scheduled expiration for the then-current Term. If there are any SOWs in effect under this Agreement that have not been fully performed when the Term expires, this Agreement shall remain in effect solely with respect to any such SOWs until their expiration or termination. A SOW shall commence on the commencement date set forth in the SOW, or, if none is specified therein, as of the SOW's effective date, and conclude on the date of termination specified in the SOW, or, if not so specified, the completion and acceptance of the Services and full performance of all related obligations as specified in the SOW. A SOW may only be extended upon the mutual written agreement of the Parties.
- 3.2 **Termination.** This Agreement and/or any SOW may be terminated by either Party, in whole or in part, and with or without cause, upon sixty (60) days written notice to the other Party. To the extent expressly provided in the applicable SOW, termination without cause of Services under a SOW may be subject to payment of a termination fee. This Agreement and any SOW may be terminated by either

Party, in whole or in part, if the other Party shall file a petition in any bankruptcy, reorganization, insolvency, liquidation or similar proceeding or any proceeding for relief under bankruptcy or similar Law shall be instituted against such Party and not dismissed or stayed within thirty (30) days. Either Party may terminate this Agreement or any SOW, in whole or in part, if the other Party fails to remedy a material breach of this Agreement or a SOW within thirty (30) days of receipt of written notice of such breach. Advanta may terminate this Agreement if Customer breaches in a material respect its duty under this Agreement to pay Fees in accordance with Section 4.2, which are not subject to Customer good faith dispute, and Customer fails to cure such breach within thirty (30) days after receipt of Advanta's written notice of such breach. If this Agreement or a SOW is terminated by either Party, then Advanta shall be entitled to payment for the Services performed and delivered and related expenses up to the termination date. Upon the effective date of a SOW's expiration or termination, each Party shall receive all Deliverables completed and in process. In addition, following any termination of this Agreement or any SOW for any reason, both Parties will use reasonable efforts to wind up the relationship hereby created in an orderly and efficient manner.

- 3.3 **Ramp Down.** In the event of termination of any SOW hereunder, and within five days of the receipt of the notice of termination, the parties will meet to determine a ram down schedule leading to an orderly cessation of services, and such ramp down period shall not be less than sixty (60) days without written approval of both Advanta and Customer. Notwithstanding anything to the contrary contained in the Agreement, following Ramp Down as provided above, the Parties agree that (i) Advanta's obligations to provide the Services under this SOW will terminate, (ii) the Customer will no longer be entitled to participate in the program, (iii) any program participants will immediately cease use of the Services, and (iv) Customer, on request, shall return all Advanta Materials in its possession and control.
- 3.4 **Survival.** The following provisions shall survive expiration or termination of this Agreement: Article 3 (Term and Termination), Section 4.3 (Taxes), Article 7 (Advanta Data and Confidentiality), Article 8 (Indemnification Intellectual Property Infringement; Insurance); Article 9 (Liability); Article 10 (Ownership), Article 12 (General), and Exhibit 1 (Definitions).

4. **Fees and Expenses.**

4.1 **Services Fees and Expenses.**

- 4.1.1 Subject to the terms and conditions of this Agreement, Customer is responsible for fees due to Advanta under the applicable SOW for providing Services thereunder ("Fees") in the SOW. All prices and Fees shall be stated and payable in US Dollars. Advanta shall not charge Customer any amounts except as set forth in the applicable SOW, and the amounts set out in such SOW shall be deemed to fully compensate Advanta for all Services performed under such SOW.

4.1.2 Invoices shall be sent to the contact information provided by Customer in the particular SOW.

4.2 **Invoicing and Payment.** Advanta agrees to submit an invoice for all Fees monthly to Customer. Customer may elect to pre-pay all or a portion of the annual fees associated with the SOW. In such case, a monthly accounting of fees and expenses would be provided. Unless specified otherwise, Customer will pay Fees (including any applicable taxes that are Customer's responsibility, and from which Customer is not exempt) within thirty (30) days of the date of the invoice.

4.3 **Taxes.** Fees are exclusive of, and Customer shall pay all applicable sales, use, excise and other taxes or duties imposed by any U.S. federal, state and/or local Governmental Authority on the Services, except for taxes based on Advanta's net income.

5. **Intentionally Omitted.**

6. **Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that (a) it has full power and authority and has taken all necessary corporate or company action to execute and deliver this Agreement and to perform its obligations as contemplated hereunder, (b) its obligations under this Agreement are valid and legally binding and enforceable in accordance with its terms other than as may be limited by bankruptcy or similar laws and general principles of equity, and (c) its execution and delivery of, or performance of its obligations under this Agreement shall not conflict with, or result in a breach, default or violation of, any provision of its governing documents, any material contract, or any Law. Upon execution and delivery of any SOW governed by this Agreement, it will be deemed that each Party shall have reaffirmed these representations with respect to this Agreement and such SOW as of the date of such execution and delivery.

7. **Advanta Data and Confidentiality.**

7.1 **Ownership of Advanta Data.** All Advanta Data is, or shall be, and shall remain the property of Advanta. Without Advanta's prior written approval (in its sole discretion), the Advanta Data shall not be (a) used or aggregated other than in connection with providing the Services, (b) disclosed, sold, assigned, leased or otherwise provided to third parties, or (c) commercially exploited by or on behalf of Customer.

7.2 **Use of Advanta Data.**

7.2.1 **Generally.** Customer shall not have access or use of any Advanta Data except as set forth in this Agreement or to the extent necessary to cooperate in the performance of the Services. Customer shall not disclose any Advanta Data to any third party without Advanta's prior written consent and the third party's written agreement to safeguard such Advanta Data in a manner consistent with Customer's obligations hereunder.

7.2.2 Advanta Data Safeguards. Customer shall (a) establish and maintain appropriate administrative, physical and technical safeguards to prevent: (i) the destruction, loss, or alteration of Advanta Data; and (ii) the unauthorized access to, or use or disclosure of, such data; and (b) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such data in accordance with good industry practice. All of the foregoing shall be no less rigorous than those safeguards and procedures set forth in this Agreement and shall be no less rigorous than those maintained by Customer for its own data and information of a similar nature.

7.3 **Definition of Confidential Information.**

7.3.1 Definition.

- a. “**Confidential Information**” means all information, in whatever form disclosed, accessed or acquired in connection with this Agreement, both specifically related to the purposes of this Agreement as well as any other proprietary and/or non-public information related to the past, present, and future research, development, business activities, products, services, technologies and processes of Discloser, its Affiliates, or their respective employees, customers or third-party contractors, including any information relating to strategic and other plans, pricing, methods, methodologies, know-how, processes, financial data and lists, and any and all past, present and future agreements and/or business arrangements that have been, are, or are anticipated to be entered into by the Parties.
- b. In the case of Advanta, Confidential Information also includes (i) Advanta Data, (ii) Advanta Materials, (iii) Work Product, (iv) the terms and conditions of this Agreement, (v) any and all information disclosed by Advanta to Customer in connection with any Request For Proposal (an “**RFP**”) issued by Customer after the Effective Date, whether or not such RFP relates to this Agreement or the Services, and (vi) any and all information to which Customer has access in Sites or Advanta’s systems concerning Advanta and its Affiliates’ products (including plans), marketing strategies, financial affairs, employees, members or suppliers, regardless of whether or how it is marked.

7.3.2 Exclusions. Confidential Information shall not include any information that the Recipient can demonstrate: (a) was at the time of disclosure, or subsequently becomes, publicly known other than by breach of this Agreement; (b) was received by Recipient from a third party without any obligation of confidentiality; (c) was independently developed by the Recipient without use of, or reference to, Discloser’s Confidential

Information, as demonstrated by Recipient's records; or (d) was previously known to Recipient without an obligation of confidence. The foregoing exclusions shall not apply to Protected Health Information or any other information subject to Advanta's obligations under any Business Associate Agreement in effect between Advanta and Customer.

7.4 **Non-Disclosure Obligations.**

7.4.1 **Generally.** Recipient shall take commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, Discloser's Confidential Information. Recipient agrees to protect Discloser's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Recipient exercise less than reasonable care in protecting such Confidential Information.

7.4.2 **Business Associate Agreement.** If there is a Business Associate Agreement in effect between Customer and Advanta that covers Private Information relating to the Services, the terms and conditions of such Business Associate Agreement regarding the treatment of such Private Information shall supplement the terms and conditions of this Agreement.

7.5 **Permitted Disclosures.**

7.5.1 Either Party may share Confidential Information on a need-to-know basis with its employees, agents, consultants or contractors and its Affiliates with a need to know for purposes of the provision of the Services, each of which is subject to confidentiality obligations no less protective than those contained in this Agreement. Access to Confidential Information shall be restricted to employees, agents, consultants, contractors or Affiliates (including such personnel employed by affiliated entities) of the other Party with a need to know for legitimate business purposes and who are bound by confidentiality obligations similar to the confidentiality obligations set forth herein. Recipient shall be responsible for any violation of this Article 7 by any of its employees, agents, consultants, contractors or Affiliates to which Discloser's Confidential Information is disclosed.

7.5.2 If Recipient receives a subpoena or other validly issued administrative or judicial process from a Governmental Authority demanding Discloser's Confidential Information, it shall (where reasonably practicable and to the extent legally permissible) promptly notify Discloser of such receipt and shall cooperate with Discloser in its reasonable attempts to receive a protective order or other appropriate remedy with respect to such Confidential Information. Recipient shall take all action necessary to not disclose any of Discloser's Confidential Information that is not required to be disclosed to satisfy any legal requirement of a Governmental Authority (including through redaction of sensitive commercial information,

including key terms of this Agreement, or otherwise) and shall use reasonable efforts to secure confidential treatment of any such information that is required to be disclosed. Notwithstanding the foregoing, Recipient shall be entitled to comply with such subpoena or other process to the extent required by Law.

- 7.6 **Return; Destruction.** All Confidential Information made available hereunder, including copies thereof, unless Recipient is otherwise allowed to retain such Confidential Information, shall be returned or destroyed in a secured manner upon the first to occur of: (a) completion of all Services hereunder, (b) the termination or expiration of this Agreement and all SOWs, or (c) upon the written request of Discloser. Recipient will complete such return or destruction as promptly as possible, but in no event later than thirty (30) days after the effective date of the termination or expiration of this Agreement or Discloser's request and shall certify in writing to Discloser that such return or destruction has been completed.
- 7.7 **Remedies.** Since the violation by either Party of the provisions of this Article 7 would cause irreparable injury to the other Party and there is no adequate remedy at law for such violation, each Party will have the right, in addition to any other remedies available to it at law or in equity, and without the requirement of posting any bond, to seek to enjoin the other Party from violating such provisions.
- 7.8 **Security Breach.**
- 7.8.1 Advanta shall notify Customer promptly upon its becoming aware of: (a) any unauthorized possession, use, or knowledge of Customer Data by any person, (b) any attempt by any person to gain possession of Customer Data without authorization, or (c) any attempt to use or acquire knowledge of any Customer Data without authorization (each, a "**Security Breach**"). In the event of a Security Breach or reasonably likely Security Breach, Advanta shall notify the Customer in accordance with the Business Associate Agreement, or if no Business Associate Agreement is in effect between the Parties, by telephone and e-mail within twenty four (24) hours and by a confirmatory written notice as soon as practicable (but in any event within two (2) Business Days) following discovery or notification of such actual or likely breach.
- 7.8.2 If such actual or likely Security Breach was due to Advanta's or Advanta Personnel's acts or omissions, Advanta shall (a) investigate and promptly remediate the effects of the actual or likely Security Breach, (b) promptly furnish to Customer full details that Advanta has or may obtain regarding such Security Breach and use reasonable efforts to assist Customer in investigating and preventing its reoccurrence, (c) cooperate with Customer in any litigation and investigation against third parties deemed reasonably necessary by Customer to protect its proprietary rights, and (d) if a Business Associate Agreement is in effect between the Parties, comply with all such

additional terms and conditions set forth in the Business Associate Agreement.

- 7.8.3 Without limiting the foregoing, Customer shall make the final decision on notifying (including the contents of such notice) Customer's members, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan.

8. **Indemnification; Intellectual Property Infringement.**

8.1 **Indemnification.**

- 8.1.1 Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party (the “**Indemnified Party**”), its Affiliates, and their respective shareholders, directors, partners, officers, employees, agents, consultants and contractors, from and against any and all Losses, and shall defend the Indemnified Parties against any third party Claim or threatened third party Claim, (a) arising out of or in connection with the actual or alleged breach of a Party's obligations under Article 7 (Advanta Data and Confidentiality), (b) that any Service, Work Product or Deliverable provided by Advanta hereunder, or the use thereof, constitutes an infringement or misappropriation of any Intellectual Property Rights of a third party, (c) arising out of or in connection with personal injury (including death) due to the acts or omissions of the Indemnifying Party, (d) arising out of or in connection with real or personal property damage under this Agreement due to the acts or omissions of the Indemnifying Party, and/or (e) any Claim by or on behalf of any prospective, then-current or former employees of a Party, arising out of or related to this Agreement in respect of a Party's capacity as the relevant employee's employer, including (i) any Claim arising out of or related to any violation by a Party, or their respective officers, directors, employees, representatives or agents, of any Law protecting persons or members of protected classes or categories, or prohibiting discrimination or harassment on the basis of a protected characteristic; (ii) any Claim for payment of wages; (iii) any Claim for accrued employee pension or welfare benefit obligations, including any Claims under ERISA or any similar Law; (iv) any Claim arising out of or related to occupational health and safety, worker's compensation, or other similar Law; (v) any Claim arising out of or related to the interview or hiring practices, actions or omissions of the Indemnifying Party and/or (vi) any Claim arising out of or related to any assertion that Customer is an employer or joint employer of any such Party.
- 8.1.2 Each Party shall indemnify and hold harmless the other Party from and against any and all Losses arising out of or in connection with any illegal act or omission of such Party or any of its employees and contractors in the performance of services hereunder including any violation of any immigration Law.

8.2 **Indemnification Procedure.** The Indemnified Party shall give the Indemnifying Party prompt written notice of any event or assertion of which a Party obtains knowledge concerning any Claims and as to which such Party may request indemnification hereunder; *provided*, that any delay in providing written notice shall not serve as a bar to indemnification hereunder except to the extent that a Party's ability to defend against or avoid Claims has been prejudiced by such delay. The Parties shall cooperate in determining the validity of any Claim or assertion requiring indemnity hereunder and in defending against third parties with respect to the same, at the Indemnifying Party's cost and expense. The Indemnifying Party shall promptly (and in no event later than thirty (30) days after receiving notice of a Claim) decide whether to assume control of the defense of a Claim, and if such Party does not elect to control such defense, then the Indemnified Party shall assume such control of the defense. The Party that is not controlling the defense of a Claim may have its own counsel present at its own cost to monitor proceedings related to the Claim.

8.3 **Intellectual Property Infringement.** With respect to a third party Claim for intellectual property infringement relating to the Services or any Deliverable, Advanta shall, at its sole cost and expense, (i) procure for Customer the right to use the infringing Service or Deliverable, (ii) replace the infringing Service or Deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing Service or Deliverable so that it is non-infringing without reducing or diminishing functionality, or (iv) accept return of the infringing Service or Deliverable and promptly refund any Fees paid by Customer to Advanta with respect to such Service or Deliverable. Customer's remedy and right to indemnity set forth in this Section 8.3 shall not apply to any Claim of infringement to the extent resulting from (i) specifications developed and provided by Customer to Advanta, (ii) modification of the Service or Deliverable by Customer, (iii) use or incorporation of the Service or Deliverable in a manner by Customer for which they were not designed or (iv) use or combination by Customer of the Service or Deliverable with items not intended, provided or specified by Advanta.

9. **Liability.**

9.1 **Limitations of Liability.**

9.1.1 EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 9, NEITHER PARTY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS WILL BE LIABLE TO THE OTHER PARTY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) FOR INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND DATA), INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.1.2 EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 9, THE TOTAL AGGREGATE LIABILITY OF ADVANTA, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (A) \$500,000.00 OR (B) THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED; *PROVIDED, HOWEVER*, THAT IF THE TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, SUCH TOTAL AGGREGATE LIABILITY SHALL BE TWELVE (12) TIMES THE RESULT OBTAINED BY DIVIDING (X) THE TOTAL FEES PAID OR PAYABLE UNDER THE AGREEMENT FROM THE EFFECTIVE DATE THROUGH THE DATE ON WHICH SUCH EVENT OCCURRED BY (Y) THE NUMBER OF MONTHS FROM THE EFFECTIVE DATE THROUGH SUCH DATE.

9.2 **Exclusions.** Notwithstanding the foregoing sentence, the limitations set forth in Section 9.1 will not apply to any Claims or Losses which are incurred by:

- a. Either Party which are subject to indemnification by the other Party under this Agreement (including Article 8 (Indemnification; Intellectual Property Infringement; Insurance); or
- b. Either Party as a result of fraud, gross negligence or willful misconduct by the other Party, its Affiliates or Subcontractors (including Advanta Personnel and Subcontractors), or its or their respective officers, directors, employees or agents.

9.3 **Force Majeure.** Neither Party shall be responsible for any failure to perform due to causes beyond its reasonable control, including (a) acts of God, including, but not limited to, natural disasters, earthquakes, tornados, and hurricanes, and (b) riots, embargoes, terrorist acts and/or acts of civil or military authorities to the extent not specifically targeted at Advanta, (each a “**Force Majeure Event**”); *provided*, that such failure to perform could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means. Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to diligently attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the timeliest means otherwise available (to be confirmed

in writing within five (5) days of the Force Majeure Event) and describe in reasonable detail the circumstances causing such delay.

10. **Ownership.**

10.1 **Residual Knowledge; Healthcare Information.** Notwithstanding any provision of this Agreement to the contrary, neither Party shall acquire any ownership rights (including intellectual property rights), title or interest in, and either Party may use, the residual knowledge, skills or experience acquired in the course of the performance or receipt of Services hereunder that are learned and retained in the unaided memory of such Party and its Affiliates' personnel involved in performance of this Agreement who have had access to Confidential Information or Materials of the other Party and its Affiliates without deliberately memorizing them for purposes of reuse in their respective business activities; *provided, however,* neither Party's right to use such knowledge, skills and experience shall be construed to permit such Party to use or disclose Confidential Information or Materials of the other Party in contravention of Article 7 (Advanta Data and Confidentiality).

10.2 **Materials Owned by Advanta.** Advanta shall retain all rights, title and interest in any and all Materials of Advanta, including Advanta software and documentation, Advanta Confidential Information, websites and related assets (including any websites built for Customer), products, data, plans, specifications, reports, designs, "know how", documentation, and other information provided to Customer in connection with its provision of Services (collectively "**Advanta Materials**"). Advanta grants Customer, during the Term, a non-transferable, non-exclusive right to use Advanta Materials solely in connection with the provision of the Services, but otherwise no rights, title and interest in any Advanta Materials are transferred or granted to Customer.

11. **Intentionally Omitted.**

12. **General.**

12.1 **Independent Contractor Status.** Each Party is an independent contractor, and is not an employee or agent, of the other. As such neither Party shall be authorized to bind or purport to bind the other Party or be entitled or eligible to participate in or receive benefits or privileges provided or extended by the other Party to such other Party's directors, partners, shareholders, trustees, officers, employees, agents or representatives.

12.2 **Dispute Resolution; Mediation.** Any dispute relating to this Agreement or any other agreement between the Parties, shall, be subject first to the escalation and mediation processes, according to the following requirements:

(i) Escalation Process. At the written request of either Party, the Parties will attempt to resolve any disputes arising under or relating to this Agreement or with respect to the performance by the Parties by authorized management

negotiating face to face within twenty (20) days of notice of the dispute. During the course of such negotiation, the Parties shall cooperate in complying with all reasonable requests made by one Party to the other for non-privileged information reasonably related to the Agreement so that each of the Parties may be fully advised of the other's position. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. If the Parties cannot solve the dispute within twenty (20) Business Days after the initial request to negotiate the dispute, the Parties may proceed to non-binding mediation pursuant to Subsection 12.2(ii) below.

(ii) Mediation. Prior to pursuing other legal remedies and following the escalation process set forth above in Subsection 12.2(i), all disputes shall be submitted to non-binding mediation by written notice given by either Party to the other Party. Except as otherwise expressly provided herein, the mediation process will be conducted under the American Arbitration Association's (the "AAA") Commercial Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Commercial Disputes) (collectively the "AAA Rules"). If the Parties cannot agree on a mediator, a mediator will be designated by the AAA at the request of either Party. The mediation shall be conducted in New Jersey. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 12.3 **Right to Audit.** Either Party shall have the right to review or to appoint an independent third-party auditor to review the files and data used to confirm the performance and adherence to the terms hereof of the Parties hereto. Either Party may exercise such right of audit during normal business hours upon ten (10) Business Days' prior written notice to the other. The auditing Party shall be solely responsible for the cost of the audit.
- 12.4 **Injunctive Relief.** Notwithstanding the foregoing, each Party may seek injunctive or other equitable relief, including temporary injunctive relief until such time as a court of competent jurisdiction can hear an application with notice to the Party sought to be enjoined, for any failure of a Party to comply with express obligations under this Agreement or as otherwise provided in this Agreement.
- 12.5 **Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be construed in accordance with and governed by the internal Laws of the State of New Jersey, without giving effect to its conflicts of laws principles. Except as otherwise set forth herein, the courts of the State of New Jersey in Essex County and the United States District Court for the District of New Jersey shall have jurisdiction over the Parties with respect to any dispute or controversy among them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, each of the Parties to this Agreement submits to the jurisdiction

of those courts and to service of process in the manner set forth in Section 12.5hereof. THE PARTIES EACH HEREBY WAIVE THEIR SEPARATE RIGHTS TO A TRIAL BY A JURY IN ANY COURT PROCEEDING RELATING TO THIS AGREEMENT.

- 12.6 **Notices.** Any notices required hereunder shall be in writing and delivered in any one of the following ways and shall be deemed delivered when received: (i) by hand delivery, (ii) by FedEx or other similar professional overnight courier, or (iii) by certified mail, return receipt requested, postage prepaid. Such notice shall be to the Party entitled to notice at the addresses set forth below, or such other addresses as may be directed by notice given hereafter:

If to Advanta:

If to Customer:

550 Broad Street, Suite 804
Newark, NJ 07102
Attn: Courtenay Higgins, President

With a copy (which shall not constitute notice) to:

With a copy (which shall not constitute notice) to:

Buchanan Ingersoll & Rooney
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219-4413
Attn: Adam Wicks

- 12.7 **Publicity; Use of Marks.** Advanta shall not issue any press releases or make any other public statement identifying Customer as a customer, or include Customer on a list of Advanta customers, without Customer's prior review and written approval, which shall not be unreasonably withheld.
- 12.8 **Binding Agreement; Assignment; Third Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and permitted Subcontractors. No Party hereto shall sell, assign, transfer, convey, subcontract or otherwise dispose of its rights or obligations under, title to, or interest in, this Agreement to any third party without the prior written consent of the other Party. Nothing in this Agreement is intended to, or shall confer upon, any person other than the Parties hereto and their respective successors any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 12.9 **Entire Agreement; Amendment; Waiver; Enforceability; Severability.** This Agreement, together with all SOWs, schedules, exhibits, attachments and appendices, and with respect to Licensed Solutions, the Addendum, attached hereto

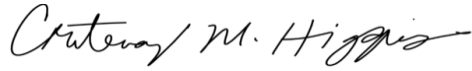
and thereto, which by this reference are incorporated herein and made a part hereof, embody the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter, other than any Business Associate Agreement by and between the Parties. With the exception of the Addendum, any additional terms, contingencies or other modifications contained in a purchase order, order acknowledgment or any other similar document issued by a Party that purports to modify the terms of this Agreement, or any SOW hereunder shall be of no effect. This Agreement and any SOW may be amended only by a written document executed by the Parties hereto.

- 12.10 **Waiver; Enforceability; Severability.** Waiver by the Parties of a breach, failure or violation of any provision of this Agreement may be made only in writing executed by the Parties hereto and such waiver shall not constitute a waiver of any subsequent breach, failure or violation of the same or other provisions hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects so as to permit the enforcement of each provision hereof to the fullest extent permitted by law. If any term of this Agreement or application thereof shall be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 12.11 **Use of Certain Words.** Unless the context requires otherwise; (a) “including” (and any of its derivative forms) means including but not limited to; (b) “may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something; (c) “shall” and “will” are expressions of command, not merely expressions of future intent or expectation; (d) “written” or “in writing” is used for emphasis in certain circumstances, but that shall not derogate from the general application of the notice requirements set forth in Section 12.5 in those and other circumstances; and (e) use of the singular imports the plural and vice versa.
- 12.12 **Headings; Construction; Counsel; Cost and Expenses.** The subject headings of the articles, sections and subsections of this Agreement and in any SOW, schedules or exhibit hereto are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement and any SOW are deemed to have been prepared jointly by the Parties hereto after arms-length negotiations, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but according to the application of the rules of interpretation of contracts. Each Party agrees and acknowledges that it has carefully read and understands this entire Agreement and is executing and delivering it after due consideration and the opportunity to consult with its own legal counsel. Each Party shall bear such Party’s own costs and expenses (including expenses of counsel, outside auditors and subcontractors) in negotiating this Agreement or any SOW and otherwise in connection with the transactions contemplated hereby and thereby unless specifically provided for otherwise in this Agreement or a SOW.

- 12.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be executed and/or delivered via electronic means (including, without limitation, by facsimile transmission, electronic transmission, or by electronic delivery in portable document format or other transmission method), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the Effective Date.

ADVANTA HEALTH SOLUTIONS, INC.

By: 
Name: Courtenay M. Higgins
Title: President

By: _____
Name:
Title:

EXHIBIT 1

DEFINITIONS

Term	Definition
“Advanta Data”	Means any data or information of Advanta or any of its Affiliates that: (a) is provided to or obtained by Customer in connection with this Agreement; (b) is created, collected or processed by Customer in connection with this Agreement, including data processing input and output, service level measurements, asset information, reports, third party service and product agreements, contract charges, Advanta retained expenses and pass-through expenses; or (c) resides in or is accessed through software, equipment or systems provided, operated, supported, or used by Customer in connection with the Services. For purposes of the foregoing, “data or information of Advanta or any of its Affiliates” includes any data or information with respect to Advanta’s and its Affiliates’ members and/or employees (including, in each case, Protected Health Information), technology, operations, facilities, markets, products, rates, regulatory compliance, business affairs and finances, revenues, business methodologies, improvements, trade secrets, intellectual property and other proprietary information of Advanta or any of its Affiliates. Advanta Data also includes any data and/or information derived from the aforementioned data and/or information.
“Affiliate”	Means (i) an entity of which a Party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, or (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a Party, or (iii) an entity which is under common control with a Party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a Party owned by the same Person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists, or (iv) as otherwise expressly identified by a Party in writing.
“Agreement”	Has the meaning given in the preamble hereto.
“Business Associate Agreement”	Has the meaning given in Section 2.6.
“Business Day”	Means a day Monday through Friday, except for days that are Customer-authorized holidays.
“Claim”	Means any demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, commenced or threatened against a Person.

Term	Definition
“Confidential Information”	Has the meaning given in Section 7.3.1a.
“Consent”	Means any certificate, license, permit, right, application, filing, registration, approval, consent or other authorization.
“Deliverables”	Means any deliverables (e.g., documents, reports, scripts, templates, websites) that Advanta will provide as part of or in connection with the Services.
“Discloser”	Means a Party making available or disclosing its Confidential Information to the other Party.
“Documentation”	Means applicable documentation with respect to Deliverables or Services, including descriptions of all functions provided thereby, all documentation required to use, operate and, if applicable, modify and maintain such Deliverables or Services, and all user-related documentation, such as manuals or user guides.
“Effective Date”	Has the meaning given in the preamble hereto.
“Fees”	Has the meaning given in Section 4.1.1.
“Force Majeure Event”	Has the meaning given in Section 9.3.
“Governmental Authority”	Means any and all federal, state, municipal, local, territorial or other governmental, legislative, administrative, judicial (including as pertaining to arbitration tribunals or other bodies) or regulatory agencies, commissions, boards, bureaus, departments, bodies, instrumentalities or other authorities having jurisdiction over any Party hereto or the transactions contemplated by this Agreement.
“HIPAA”	Means the Health Insurance Profitability and Accountability Act of 1996, as amended.
“HITECH”	Means the Health Information Technology for Economic and Clinical Health Act, as amended.
“Intellectual Property Rights”	Means all right, title and interest to intellectual and industrial property rights recognized in any jurisdiction anywhere in the world, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

Term	Definition
“Law”	Means any law (including common law, foreign, federal, state and local law), constitution, statute, treaty, rule, regulation, code, ordinance, order, injunction, writ, decision, enforceable regulatory guidance, judgment, decree or award of any applicable Governmental Authority, or any enforceable requirements of self-regulatory bodies and organizations.
“Licensed Solutions”	Means Advanta’s proprietary SDK, associated software, documentation, and related services, as more particularly described in the applicable SOW.
“Losses”	Means any and all losses (whether joint or several), liabilities (including settlements and judgments), damages, fines, deficiencies, and related costs and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings).
“Mark”	Means any trademark, trade name, service mark or service name owned or utilized by either Party or any of their respective Affiliates which has not been licensed to and may not otherwise be legally utilized by the other Party or any of its Affiliates.
“Materials”	Means any and all software, documentation (including Documentation), literary works, other works of authorship, plans, drawings, specifications, reports, analyses, designs, user materials, products, spreadsheets, data, databases, machine-readable texts and files, financial models and work product.
“Party” or “Parties”	Has the meaning given in the preamble hereto.
“Person”	Means any individual, partnership, firm, enterprise, corporation or other entity.
“Private Information”	Has the meaning given in the Business Associate Agreement.
“Protected Health”	Has the meaning provided under HIPAA and HITECH.
“Recipient”	Means a Party accessing or receiving the other Party’s Confidential Information.
“RFP”	Has the meaning given in Section 7.3.1b.
“SDK”	Means Advanta’s proprietary software development kit.

Term	Definition
“Security Breach”	Has the meaning given in Section 7.8.1.
“Services”	Means the services, including delivery of any Deliverables, that Advanta will provide to Customer, as described in a SOW executed by the Parties.
“Statement of Work” or “SOW”	Means the document executed by the Parties that describes the Services that Advanta will provide, the applicable fees, delivery date(s) and any milestones, and the Parties’ respective responsibilities in connection with the performance of such Services in addition to those specified in this Agreement.
“Subcontractor”	Means a subcontractor of any tier of Advanta, including Advanta’s Affiliates, utilized by Advanta in providing the Services.
“Work Product”	Means all discoveries, ideas, improvements, designs, original works of authorship, inventions, know-how, techniques and any other Materials or information Advanta generates when performing Services, including Deliverables, documentation, program materials, flowcharts, scripts, notes and the like, and the copyright, patent, trademark, trade secret and all other proprietary rights therein, and any derivative works thereof.

Statement of Work No. 1

ActiveFit+ Premium Wellness Plan Access

This **Statement of Work No. 1** (this “**SOW**”), effective as of September 1, 2026 (the “Effective Date”) is entered into by **Advanta Health Solutions, Inc.** (“**Advanta**”), with offices at 550 Broad Street, Suite 804, Newark, NJ 07102, and **Glassboro Public Schools** (“**Customer**”), with offices 560 Bowe Blvd Glassboro, NJ 08028. 560 Bowe Blvd Glassboro, NJ 08028. and is issued pursuant to the Master Services Agreement, by and between Advanta and Customer, effective as of the Effective Date (as may be amended from time to time, the “**Agreement**”).

Advanta will provide the Services and Deliverables in accordance with this Statement of Work and the applicable terms of the Agreement and any related addendum. Any changes to the scope, assumptions, timelines, budget, or start date, including delays or suspensions caused by Customer, must be documented in a written amendment to this Statement of Work. No amendment will be effective unless agreed to in writing by both parties.

1. **Statement of Work Expiration Date:**7/31/2027

2. **Customer Information:**

Contact information (name, email address, and direct phone number):	Billing Information (accounts payable contact name, email address, direct phone number and bill to address):
Name: _____ Email: _____ Direct Phone Number: _____	Name: _____ Email: _____ Direct Phone Number: _____ Bill to address: _____ _____ _____

3. **Scope of Services/Program Terms**

Advanta Health Solutions, Inc. (“Advanta”) shall provide the customer with access to Advanta’s proprietary digital wellness platform, ActiveFit+ (the “Platform”). The Platform enables eligible participants to access a configurable digital wellness experience, including enrollment, eligibility-based access, engagement tools, and applicable wellness content and resources, as made available by Advanta. Advanta will provision, host, and maintain the Platform, enable secure access for customer-authorized users and participants, subject to the terms of this Statement of Work and the parties’ underlying agreement. Additional agreed upon terms are as follows:

- Customer retains ownership of identifiable participant data provided by or on behalf of Customer. Advanta retains ownership of the platform, algorithms, scoring methodologies, de-identified data, and aggregated program performance data. Advanta may use Customer data solely to perform the Services and as otherwise permitted under the Agreement and BAA.

- Customer retains ownership of its branding, content, communications materials, and configurations specific to its program. Upon termination, Customer may retain copies of such materials and configurations for transition purposes.
- Upon termination, Advanta will provide:
 - A final data export in CSV or comparable format
 - Up to 30 days of administrative access for reporting retrieval
 - Reasonable transition assistance during the ramp-down period to support migration to a successor vendor. Additional services outside standard transition support may be provided upon mutual written agreement.
- Advanta will notify Customer without unreasonable delay and in no event later than 24 hours after confirmation of a Security Incident involving Customer data.

Services

Access to ActiveFit+ wellness platform

Core product includes: SmartWalking, Gym/Health Facility Visits, ActiveFit@Home, and MyCarePath.

Training for sales, account management, and customer service teams

Live Member Support: Monday–Friday, 9 AM–5 PM EST

Incentive management (incentives not included)

One-time platform configuration and onboarding fee

Description

Per Member Per Month

Included

Included

Included

One Time Fee

Additional Development Discount

- Should the client request additional services outside of the scope of this proposal, hourly development costs will be discounted at a rate of 20%.

Upon Request

4. Pricing:

Products/Services	Start Date	End Date	Billing Unit	Price Per Unit
ActiveFit+ Core Platform Access	Target Go Live 8/1	Term End	Per Member Per Month (PMPM),	\$2.28
One-Time Platform Configuration Fee	Contract Signing		n/a	\$1,200

IN WITNESS WHEREOF, the Parties hereto have duly executed this SOW effective as of the Effective Date.

ADVANTA HEALTH SOLUTIONS, INC.

By: 
Name: Courtenay M. Higgins
Title: President

By: _____
Name:
Title: