

Licensing Agreement ("Agreement") for
ROSES, CROSSES, and Group ROSES Instruments
with **ARC HEALTH OPCO, LLC** ("Licensee")

1. License: By using the instruments below, Licensee is hereby granted a license by Colorado Psychology LLC (hereafter "Licensor") to use, embedded in whichever form, software, or device, and for an unlimited number of users, the Rating of Outcome Scale (ROS) and Session Experience Scale (SES), collectively "ROSES" (the Rating of Outcome and Session Experience Scales) for use by Licensee and its Affiliates (as defined below), for the term of this Agreement. Licensor shall provide Licensee, at no additional cost, any updates, bug fixes, patches or other error corrections to the measures licensed under this Agreement and to any form, software or device through which the measures are provided to Licensee.
2. ROS and SES: The measures mean any and all paper and pencil or electronic versions of the outcome and therapeutic-process/alliance measures, progress and process tracking systems, outcome and process screening, and outcome and process prognosis measurement. It includes child versions (*CROSSES*) and group versions (i.e., *ROS* and *Group SES* or colloquially: "Group ROSES").
3. Modifications: The Licensee may NOT modify, translate into other languages, change the context, wording, or organization of the measures or create any derivative work based on them without written permission from the Licensor. The Licensee may put the measures into its own (i.e., licensed) electronic record system, or other written, non-electronic, non-computerized, non-automated formats provided that the content, wording, or organization are not modified or changed.
4. Copies, Notices, and Credits: Any and all copies of the measures made by the Licensee (whether in electronic or paper form) must include the copyright notice on measures. Such notices may not be deleted, omitted, obscured or changed by the Licensee. Licensee may NOT distribute copies of the measures except to Affiliates as contemplated in this Agreement without prior written consent by the Licensor.
5. Use, Distribution, and Changes: The measures may only be used and distributed by the Licensee in connection with the bona fide health care practice of Licensee and its Affiliates and may not be used or distributed for any other purpose, including any commercial purposes in which fees are collected from other parties (e.g., contractors) associated specifically with the use of these measures. For the avoidance of doubt and notwithstanding anything contained in this Agreement to the contrary, nothing herein shall restrict the ability of Licensee and its Affiliates to maintain and access their respective patient records. Licensor shall provide Licensee, at no additional cost, up to forty (40) hours per year of support services and consulting services related to the license contemplated herein, in each case to the extent made available to other licensees receiving such services.
6. Responsibility: Before using or relying on the measures, it is the responsibility of the Licensee to read and understand the principles, guidelines, and research associated with Feedback-Informed Treatment or Outcome-Informed Treatment. Examples of such guidelines are the Feedback-Informed Treatment Manuals developed by the International Center for Clinical Excellence, available at <https://store.scottdmiller.com/collections/fit-manuals>. It is also the responsibility of the Licensee to ascertain their suitability for any and all uses made by the Licensee. The measures are not diagnostic tools and should not be used as such. The measures are not substitutes for an independent professional evaluation. Any and all reliance on the measures by the Licensee is at the Licensee's sole risk and is

the Licensee's sole responsibility. Licensee indemnifies Licensor, Jason A. Seidel, and Licensor's managers, members, officers, directors, employees, and representatives against, and hold them harmless from, any and all claims and lawsuits arising from or relating to any use of or reliance by Licensee and its Affiliates on the measures and related products provided by Licensor; provided, however, to the extent not otherwise covered by insurance, Licensor shall not be entitled to any indemnification from Licensee to the extent such claims or lawsuits arise from the acts or omissions of Jason A. Seidel, Licensor, or Licensor's managers, members, officers, directors, shareholders, employees or agents (which, for the avoidance of doubt, shall not include Licensee). This obligation to indemnify and hold harmless includes a promise to pay any and all judgments, damages, reasonable attorney's fees, costs and expenses arising from any such claim or lawsuit.

7. Consideration: In consideration of the granting of the license as described herein by Licensor to Licensee, Licensee agrees to pay Licensor on a "per user per year" basis. A user is any clinical or professional personnel of Licensee or its Affiliates who could reasonably be expected to use ROSES instruments during the year, estimated at the time of licensing, and regardless of user's employment status (e.g., student interns, W-2 employees, 1099 contractors, part-time, or full-time). **The license for the first five years shall be a special rate of \$10.00 for an unlimited number of users employed by Licensee or its Affiliates.** Consideration for any renewal term is \$20 per user per year ("PUPY") for up to 100 providers, \$19 PUPY for 101-300 providers, \$18 PUPY for 301-500 users, \$17 PUPY for 501-700 users, \$16 PUPY for more than 700 users. **The total consideration is due within 10 days of execution of this agreement and annually on its anniversary date, unless cancelled by Licensee in writing 30 days prior to that date.** After the initial five year term, Licensee is responsible for updating Licensor to adjust this fee at least 30 days prior to the anniversary date based on changes in the number of expected users in the following year. In no case is Licensor responsible for any refund for overpayment that may be due to lack of timely notification to Licensee. Upon the request of Licensor, which request can be made no more than one (1) time per calendar year during the renewal period, Licensee will certify the number of its then current users and provide the supporting documentation used to prepare such certification (which for the avoidance of doubt, will not include any patient records) to calculate the total consideration due pursuant to this Agreement. If such certification reveals an underpayment, Licensor will invoice, and Licensee agrees to pay, such underpaid fees based on the price in effect at the time the certification is completed.

8. Fee is payable to Colorado Psychology LLC, 1720 S. Bellaire St., Ste 204, Denver, CO 80222. EIN: **XX-XXXXXXX** Payment can be made by ACH or debit or credit card.

ACH (Corp./Bus. Checking Account)		Account
Name _____		
Routing # _____		Account # _____
Credit/Debit (Corp./Bus. Account)		Account
Name _____		
Acct# _____	Exp: ____ / ____	
Billing code: _____	Address _____	& _____ ZIP _____

9. Disclaimer: Except as otherwise set forth in Section 10, Licensee accepts the measures and associated products "as is" without any warranty of any kind. Licensor disclaims any and all implied warranties, including implied warranties of merchantability, and fitness for a particular purpose. Licensor

does not warrant that the measures are without error or defect. Licensor shall not be liable for any consequential, indirect, special, incidental, or punitive damages. Except with respect to Section 10, the aggregate liability of Licensor for any and all causes of action (including those based on contract, warranty, tort, negligence, strict liability, fraud, malpractice, or otherwise) shall not exceed the fee paid by the Licensee to Licensor. This Agreement, and sections 8 and 9 in particular, define a mutually agreed upon allocation of risk. The fee (if any) reflects such allocation of risk.

10. Intellectual Property: Licensor represents and warrants that Licensor (i) owns the measures, including all intellectual property rights related thereto; and (ii) that at the time of delivery to Licensee, the form, software, or device through which the measures are delivered do not contain any virus or other malicious code (excluding any third-party forms, software, or devices, which are not warranted by Licensor). Licensor shall indemnify Licensee, its Affiliates and their respective associated officers, directors, employees, representatives, and hold them harmless from, any and all third-party claims and lawsuits that the measures or related products provided by Licensor infringe or misappropriate such third-party's intellectual property rights.

11. Term and Termination: The initial term of this Agreement begins on the date set forth below and, unless terminated earlier in accordance with this Section 11, will continue in full force and effect for a period of five years. This Agreement may be renewed after the initial five year term for an additional term of five years if Licensee gives Developer written notice of such renewal at least fifteen days prior to the expiration of the initial five year term. This Agreement may be terminated at any time by Licensee upon the provision of written notice to Developer of such termination. Sections 11 through 17 shall survive the expiration or termination of this Agreement.

12. Nonexclusive: Nothing herein requires Licensee, or its Affiliates, to use the measures or limits their right to contract with other parties for the provision of similar or competing services.

13. Construction: The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

14. Entire Agreement: This Agreement is the entire agreement of the parties relating to the license of the measures.

15. Governing Law: This Agreement is made and entered into in the State of Colorado and shall be governed by the laws of the State of Colorado. In the event of any litigation or arbitration between the parties, such litigation or arbitration shall be conducted in Colorado and the parties hereby agree and submit to such jurisdiction and venue.

16. Modification: This Agreement may not be modified or amended except by the written consent of both parties.

17. Transferability: Neither Licensee or Licensor may assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, however, either party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 10 days prior written notice to the other party, to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. Any purported assignment, transfer or delegation in violation of this Section 17 will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

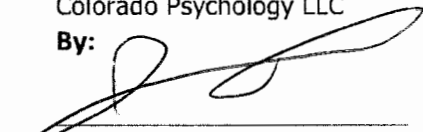
18. Violations: Violations of any material provision or stipulation of this Agreement by Licensee will result in immediate revocation of this license upon Licensor's provision of written notice of such revocation to Licensee.

19. **Affiliates:** In order for an Affiliate to use the measures, Licensee must provide Licensor with reasonable advance notice of such Affiliate and pay the applicable "per user per year" fee for such use. Upon such payment, the Affiliate will be entitled to use the measures in accordance with the terms and conditions of this Agreement. Licensee shall be responsible for compliance with this Agreement by any Affiliate that uses the measures and shall be liable to Licensor for any act or omission of an Affiliate that would be a violation of a term or condition set forth herein if such Affiliate were a party hereto in accordance with the terms set forth herein. As used herein, "Affiliate" means any business entity: (i) that controls, is controlled by, or is under common control with Licensee, where "control" means that more than 50% of the controlled party's outstanding shares or ownership interest representing the right to make decisions for such party are owned or controlled, directly or indirectly, by the controlling party; or (ii) with which Licensee has a management agreement or similar contract for the provision of administrative or support services to such business entity.

IN WITNESS WHEREOF, Colorado Psychology LLC and ARC Health Opco, LLC have by duly authorized representatives entered into this Agreement effective as of December 6, 2022.

Colorado Psychology LLC

By:



Signature

Name: Jason A. Seidel, Psy.D.

Title: Managing Member

ARC Health Opco, LLC

By:

Signature

Printed name

Title

19. Affiliates: In order for an Affiliate to use the measures, Licensee must provide Licensor with reasonable advance notice of such Affiliate and pay the applicable "per user per year" fee for such use. Upon such payment, the Affiliate will be entitled to use the measures in accordance with the terms and conditions of this Agreement. Licensee shall be responsible for compliance with this Agreement by any Affiliate that uses the measures and shall be liable to Licensor for any act or omission of an Affiliate that would be a violation of a term or condition set forth herein if such Affiliate were a party hereto in accordance with the terms set forth herein. As used herein, "Affiliate" means any business entity: (i) that controls, is controlled by, or is under common control with Licensee, where "control" means that more than 50% of the controlled party's outstanding shares or ownership interest representing the right to make decisions for such party are owned or controlled, directly or indirectly, by the controlling party; or (ii) with which Licensee has a management agreement or similar contract for the provision of administrative or support services to such business entity.

IN WITNESS WHEREOF, Colorado Psychology LLC and ARC Health Opco, LLC have by duly authorized representatives entered into this Agreement effective as of December 6, 2022.

Colorado Psychology LLC

By:

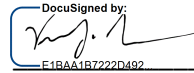
Signature

Name: Jason A. Seidel, Psy.D.

Title: Managing Member

ARC Health Opco, LLC

By:

DocuSigned by:

E1BAA1B7222D492

Signature

Vincenzo Morra

Printed name

Chief Executive Officer

Title