

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”), dated as of June 21, 2022 (the “**Effective Date**”), is made by and between OptiRTC, Inc., a Delaware corporation, with offices located at PO Box 170118, Boston, MA 02117 (“**Opti**”) and City of Edina, a Minnesota municipal corporation, with offices located at 7450 Metro Blvd., Edina, MN 55439 (“**Company**”). Each of Opti and Company may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

In consideration of the mutual promises below and other good and valuable consideration the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 SERVICES AND OBLIGATIONS

1.1 Opti Services. Opti hereby agrees to provide to Company, or to its Clients (defined below) on behalf of Company, the services to be performed by Opti as specified in this Agreement and each Statement of Work (defined below) executed in connection herewith (the “**Services**”).

1.2 Statements of Work. For purposes of this Agreement, “**Statement of Work**” means a written statement of work that references this Agreement, is approved by the Parties and, if applicable, the corresponding Client, is duly executed by both of the Parties, and details the Services to be provided by Opti thereunder in accordance with this Section. Each Statement of Work shall specify, without limitation: (a) the applicable client or customer of Company (if any) for which the Services thereunder are to be performed (each a “**Client**”); (b) the initial term (if any) of such Statement of Work; (c) the location or facility where the Services are to be performed (the “**Facility**”); (d) approximate start and end dates of such Services; (e) a designated Project Manager (defined in Section 1.5 below) for each Party; (f) a detailed description of such Services and any specific tasks to be performed by Opti as part of such Services; (h) any corresponding obligations of Company and/or the applicable Client (if any) thereunder; (i) all fees, costs or expenses for or associated with such Services (the “**Fees**”), including but not limited to applicable Fees for professional and design services, implementation and installation services, consulting services, and hardware and software purchasing, or estimates thereof; (j) any associated deliverables and corresponding target or due dates; and (k) any associated reporting requirements, documentation requirements, assumptions or contingencies and relevant acceptance testing procedures and criteria.

1.3 Change Orders. Either Party may request changes to any Statement of Work by written proposal to the other Party (a “**Change Proposal**”). The Parties shall work together in good faith to evaluate the impact of such proposed changes on the terms of each applicable Statement of Work, and Opti shall prepare a written description detailing the nature and scope of any additional Services required to implement such changes in the form attached as Exhibit A hereto (a “**Change Order**”). Each Change Order shall specify (to the extent applicable) any additional resources required, revised start or end dates, modified or additional Fees, and any other material and relevant information. Any Change Proposal for services outside the scope of or materially different from those set forth in the applicable Statement of Work shall be deemed to be a request for new services and shall require a mutually acceptable new Statement of Work.

1.4 Obligations. Under no circumstances shall either Party have any obligation or be liable for any Fees in connection with a given Statement of Work or Change Order until such Statement of Work or Change Order has been executed by both Parties. Each fully executed Statement of Work or Change Order shall be attached to this Agreement, and all terms and conditions of this Agreement shall apply thereto.

1.5 Project Managers. Each Party will designate a “**Project Manager**” who will be the principal point of contact between the Parties for all matters relating to the applicable Statement of Work. A Party may designate a new Project Manager by written notice to the other Party. The applicable Project Managers for a given Statement of Work will have overall responsibility for managing and coordinating the delivery of the Services thereunder, meet regularly regarding such Services, and have the power and authority to make

decisions with respect to actions to be taken by the Parties in the ordinary course of day-to-day management of the Services under such Statement of Work.

1.6 Opti Personnel. Opti shall have sole authority to hire, fire, direct, control, discipline, reward, evaluate, schedule, supervise, promote, suspend and/or terminate, all Opti personnel. Additionally, Opti shall have sole responsibility for its personnel and for the compensation of its personnel assigned to perform Services hereunder, including but not limited to payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

1.7 Inspection and Audit Rights. Except as otherwise specified in the applicable Statement of Work, during reasonable hours and upon prior reasonable written notice to Opti, Company and Client each shall be permitted to observe the Services and related progress at the applicable Facility, in a manner that does not unreasonably interfere with the performance of such Services. Additionally, except as otherwise specified in the applicable Statement of Work, during the Term and for a period of three (3) months thereafter, during reasonable hours and upon prior reasonable written notice to Opti, Company shall have the right to review Opti's records relating to the Services, solely to the extent necessary for purposes of verifying costs billed to Client hereunder and compliance with the terms of this Agreement.

1.8 Subcontracting. Opti may subcontract the performance of any of the Services to one or more third parties, provided, however, that Opti shall remain primarily liable and responsible to Company for the performance of such Services by its subcontractors, and shall monitor and manage such subcontractors.

2 FEES AND PAYMENT TERMS

2.1 Invoicing; Fees. Except as provided below, Opti will invoice Company for all Fees, and Company will pay Opti such Fees, as set forth in the applicable Statement of Work.

2.2 Expenses. Except as otherwise expressly set forth in the applicable Statement of Work, Opti shall invoice Company in arrears on a calendar monthly basis for all costs and expenses incurred directly by Opti in connection with the performance of the Services.

2.3 Payment Terms. Unless otherwise set forth in the applicable Statement of Work, all Fees will be due net thirty (30) days from receipt of the corresponding invoice.

2.4 Net of Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**"). Company shall be solely responsible for payment of any Taxes, except for those Taxes based on the income of Opti.

3 PROPRIETARY RIGHTS

3.1 Company Property. Unless otherwise specified in the applicable Statement of Work, all Intellectual Property (defined below) owned by Company (or the applicable Client (if any)) as of the Effective Date, all Intellectual Property (excluding Opti Property (defined below)) acquired or developed by Company after the Effective Date or specifically developed for Company (or Client, if applicable) by or on behalf of Opti in the course of performing the Services, and all modifications, enhancements, improvements and/or derivative works based upon any of the foregoing (collectively, "**Company Property**"), shall be deemed to be the property of Company or the applicable Client (if any). Company hereby grants Opti, solely during the Term (defined in Section 4.1 below), a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to copy, transmit, display, distribute, modify, create derivative works of and otherwise use the Company Property, solely as necessary for Opti to perform (or have performed) the Services.

3.2 Opti Property. Notwithstanding the foregoing, except as otherwise expressly provided hereunder or in an applicable Statement of Work, Opti shall be the sole and exclusive owner of all Intellectual Property owned by Opti as of the Effective Date, all Intellectual Property acquired by or on behalf of Opti after the

Effective Date, all Intellectual Property developed by or on behalf of Opti after the Effective Date other than Intellectual Property specifically developed for Company (or Client, if applicable) in the course of performing the Services, and all modifications, enhancements, improvements and/or derivative works based upon any of the foregoing (collectively, “**Opti Property**”). Opti hereby grants Company, solely during the Term, a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to use any Opti Property provided to Company, solely to the extent necessary for Company (and the applicable Client, if any) to utilize the Services for Company’s internal business purposes. For the avoidance of doubt, all Opti Property is deemed to be excluded from the Company Property, and accordingly, except as otherwise expressly stated herein or in an applicable Statement of Work, nothing in this Agreement grants, conveys or shall be construed to grant or convey to Company or any Client any license, right, title or interest in or to the Opti Property or any portion thereof. Except as expressly permitted hereunder or under an applicable Statement of Work, Company shall not and shall not permit or authorize any Client or third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any Opti Property; (b) translate or create derivative works based upon any of the Opti Property; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Opti Property available to any third party; or (d) use the Opti Property (or any part thereof) to develop or build a competitive product or service.

3.3 Feedback. Company acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information regarding the Services (“**Feedback**”) provided by Company to Opti are non-confidential and Company hereby grants to Opti an unrestricted, perpetual, irrevocable, non-exclusive, transferrable, worldwide, royalty-free, fully paid up, sublicensable right and license to use and distribute such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Company.

3.4 Definitions. For purposes of the foregoing, “**Intellectual Property**” means any and all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents and materials, and all Intellectual Property Rights in any of the foregoing; and “**Intellectual Property Rights**” means all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, database rights and other intellectual property rights (whether or not registered or registerable).

4 TERM; TERMINATION

4.1 Term. This Agreement will be effective as of the Effective Date and continue until terminated in accordance with this Section 4 (the “**Term**”). Unless earlier terminated in accordance with this Agreement, the initial term of each Statement of Work shall commence as of the Statement of Work Effective Date set forth therein and continue for the period specified therein as the Initial Term (each an “**Initial SOW Term**”). Except as otherwise specified in the applicable Statement of Work, each Statement of Work shall automatically renew for additional terms of the same length as the Initial SOW Term unless terminated in accordance with such Statement of Work or as set forth below.

4.2 Termination of Agreement. Either Party may terminate this Agreement: (a) if the other Party breaches any material term or condition of this Agreement and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice of such breach, except payment obligations, for which there is no cure period; (b) immediately upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (c) immediately upon written notice if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; (d) immediately upon written notice if the other Party ceases to do business, or otherwise terminates its business operations; or (e) upon at least sixty (60) day’s written notice to the other Party at any time when all Statements of

Work have been terminated or expired.

4.3 Termination of Statement of Work. Either Party may terminate any Statement of Work: (a) upon written notice of non-renewal of such Statement of Work to the other Party at least sixty (60) days before the end of the then-current term of such Statement of Work; or (b) in accordance with the terms of such Statement of Work. Additionally, each Statement of Work that does not set forth an Initial Term, shall automatically terminate upon the completion of the purchase or Services described therein, unless otherwise set forth in such Statement of Work.

4.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Statement of Work, other than termination of this Agreement by Opti for cause, Opti will refund Company any prepaid but unused Fees under this Agreement or such Statement of Work (as applicable). In no event will any such termination relieve Company of the obligation to pay any Fees payable to Opti for the period prior to the effective date of termination; and, except to the extent otherwise specified in the applicable Statement of Work, in the event of any termination of this Agreement or any Statement of Work prior to the completion of all Services hereunder or thereunder (as applicable), Opti shall be entitled to invoice Company for, and Company shall pay, an amount at Opti's then applicable hourly rates for any additional work necessary for Opti to prepare and deliver to Company any works in process as of the effective date of such termination. Upon any termination or expiration of this Agreement: (a) each Party will return or destroy the other Party's Confidential Information, at the request of the other Party and (b) Company will immediately cease use of the Services. Sections 2 (Fees and Payment Terms); 3 (Proprietary Rights); 4.4 (Effect of Termination); 5 (Confidential Information); 6.3 (Disclaimer); 6.4 (Third-Party Products); 7 (Indemnification); 8 (Limitation of Liability); and 9 (General) will survive any termination of this Agreement.

5 CONFIDENTIAL INFORMATION

5.1 Definition. As used herein, "**Confidential Information**" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

5.2 Obligations. Each Receiving Party shall use reasonable measures, and at least a reasonable degree of care, to protect the confidentiality of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) those employees and agents of the Receiving Party who have a need to know such information in connection with the performance of the Services or rights under this Agreement; and (B) legal or financial advisors or potential acquirers of the Receiving Party on a need to know basis; provided, that, in each case, such legal and financial advisors are bound by professional ethical duties, and such employees, agents or potential acquirers are bound by written confidentiality obligations, which are at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy

all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

5.3 **Remedies.** Each Receiving Party acknowledges and agrees that any breach of this Section 5 may give rise to irreparable injury to the Disclosing Party and accordingly agrees that, in addition to all other rights and remedies that the Disclosing Party may have, the Disclosing Party may seek injunctive relief in connection with any such breach.

6 REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

6.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and within thirty (30) days after the applicable Services commence under a given Statement of Work, shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such Services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

6.2 **Services.** Opti warrants that the Services will be performed in a professional and workmanlike manner, consistent with applicable industry standards and the corresponding specifications set forth in the applicable Statement of Work. Company's sole and exclusive remedy with respect to this warranty will be that Opti shall correct the breach of this warranty within a commercially reasonable period of time, provided that Company reports any warranty claims to Opti within two (2) years of the delivery of the related Services.

6.3 **Third-Party Products.** As part of the Services, to the extent specified in the applicable Statement of Work, Opti may offer certain hardware or other products manufactured or provided by third parties ("**Third-Party Products**"), which may be purchased or licensed by the Company or by the Company on behalf of the applicable Client (if any). Any such purchase or license of such Third-Party Products and any exchange of data between Company and the provider of such Third-Party Products is solely between Company and such provider. Opti does not warrant or support Third-Party Products, whether or not they are designated by Opti as "certified" or otherwise, except as specified in the applicable Statement of Work. ALL REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION OBLIGATIONS (IF ANY) WITH RESPECT TO ANY THIRD-PARTY PRODUCTS ARE PROVIDED SOLELY BY THE APPLICABLE THIRD-PARTY PROVIDER. SUCH REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION OBLIGATIONS OFFERED BY SUCH THIRD-PARTY PROVIDERS WILL BE THE SOLE AND EXCLUSIVE REMEDY OF COMPANY OR THE APPLICABLE CLIENT (IF ANY) WITH RESPECT TO THE USE AND OPERATION OF THE THIRD-PARTY PRODUCTS. All Third-Party Products sold or leased by Opti will be delivered by Opti in accordance with the terms and conditions set forth in the applicable Statement of Work.

7 INDEMNIFICATION

7.1 Each Party (the "**Indemnifying Party**") shall defend and hold harmless the other Party and its directors, officers, employees, agents, attorneys, successors and assigns (collectively, "**Indemnified Parties**") from and against, and pay all costs (including reasonable attorneys' fees) and damages finally awarded against the Indemnified Parties by a court of competent jurisdiction or any settlement amounts finally agreed to by the Indemnifying Party, as a result of any and all claims, demands, assessments, actions and causes of action (each a "**Claim**"), arising out of or resulting from any of the following: (a) any breach of any representation or warranty contained in this Agreement; (b) personal injury or death or damage to personal property occurring as a direct result of any act or omission of the Indemnifying Party or any of its directors, officers, employees, contractors, agents, attorneys, successors and assigns; or (c) any third party claim that any Intellectual Property of the Indemnifying Party infringes upon or misappropriates any Intellectual Property Right of such third party; provided, in each case, that the Indemnified Party (i) promptly notifies the Indemnifying Party of such Claim, (ii) gives the Indemnifying Party the right to control and direct the preparation, defense and settlement of such Claim and (iii) gives full cooperation to the Indemnifying Party

for the defense of same.

7.2 If a Claim under Section 7.1(c) above arises, or in Opti's opinion, may arise with respect to any Services (or related deliverable) provided by Opti hereunder, Opti may at its sole option and in its sole discretion (a) replace, modify or re-perform the portion of the Services so as to avoid the Claim; (b) procure the right for Company (and the applicable Client (if any)) to continue to use such Services; or (c) terminate the Statement of Work corresponding to the Claim and refund to Company a pro rata amount of the Fees actually paid by Company to Opti for the unused term of such Statement of Work.

7.3 The foregoing indemnities will not apply to any Claim based upon or arising from (a) any unauthorized use or modification of the Services; or (b) use of the Services in combination with any software, data, content or hardware not provided or required by Opti, to the extent the Claim relates to the combination.

7.4 The foregoing represents Company's sole and exclusive remedy and Opti's entire liability and obligation with respect to any actual or alleged infringement of any Intellectual Property Rights.

8 LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO DAMAGES DUE TO BREACH OF THE TERMS OF ANY LICENSE GRANTED HEREIN OR SECTION 5 (CONFIDENTIALITY) HEREOF, AND EXCEPT FOR THE INDEMNITIES PROVIDED FOR IN SECTION 7 (INDEMNIFICATION), TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT OR WITH RESPECT TO ANY SUBJECT MATTER HEREOF OR TERMS OR CONDITIONS RELATED HERETO, REGARDLESS OF THE FORM OF ACTION (WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY) OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS); OR (B) ANY AMOUNT IN EXCESS OF THE ONE MILLION FIVE HUNDRED THOUSAND DOLLARS.

9 GENERAL

9.1 Independent Contractor. Opti is an independent contractor, and this Agreement will not be construed as constituting either Party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it pursuant to this Agreement.

9.2 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

9.3 Publicity. Company agrees that Opti may list Company's name (including by displaying any Company trademark) and identify the business relationship between the Parties on Opti's website and in other marketing and advertising collateral, together with a list of other customers. Notwithstanding the above, the Parties agree that any press release or other announcement specific to the Parties' relationship will be subject to the mutual written agreement of both Parties.

9.4 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.5 Assignment. Neither Party may assign this Agreement or assign or delegate its rights or obligations under this Agreement without the other Party's prior written consent; provided however, that either Party

may assign this Agreement without such consent to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section shall be null and void.

9.6 Entire Agreement. The Parties agree that this Agreement, including all Statements of Works entered into in connection herewith and all exhibits, schedules and addenda hereto and to such Statements of Work, each of which is hereby incorporated into and made a part of this Agreement, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

9.7 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both Parties.

9.8 Conflicts. To the extent of any express conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, schedule or Statement of Work hereto, the terms of this Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency.

9.9 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever.

9.10 Notices. All notices under this Agreement will be in writing and sent to the intended recipient's address set forth above, and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested. Either Party may change its address for notice purposes by notice in accordance with this Section.

9.11 Force Majeure. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event.

9.12 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each Party submits to the exclusive jurisdiction of the state and federal courts located in Hennepin County, MN and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

9.13 No Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, Opti and Company, and will not be deemed to create any rights in third parties, including suppliers, Clients, customers or subcontractors of either Party, or to create any obligations of a Party to any such third parties.

9.14 Further Assurances. The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.

9.15 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which together will constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

OptiRTC, Inc.

City of Edina

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
FORM OF CHANGE ORDER

This Change Order is entered into in connection with, and is governed by, that certain Master Services Agreement (the “**Agreement**”) dated as of _____, 20__ between OptiRTC, Inc. (“**Opti**”) and _____ (“**Company**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. General Information.

Statement of Work #: _____

Company Client
(if any): _____

Location/facility: _____

2. Description of Changes:

- a. Services:**
- b. Deliverables (delivery or target dates):**
- c. Acceptance Criteria:**
- d. Fees and Payments:**
- e. Other:**

IN WITNESS WHEREOF, the Parties have signed this Statement of Work as of the Statement of Work Effective Date above.

OptiRTC, Inc.

[Company Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____