



MASTER SERVICES AGREEMENT General Terms and Conditions

Revised: May 16, 2023

WHEREAS, Company (**ProSource Technology Solutions, LLC d/b/a “ProSource”**) is engaged in the business of providing a full range of information technology security, consulting services, and solutions; and WHEREAS, Customer desires to retain Company to perform information technology services and functions; and NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

1. Contracted Services.

This Agreement shall apply to the delivery of information technology services, support, and functions as further described in a Service Quote (SQ) (with any associated Statement of Work (SOW)) that may be proposed and approved by the parties. Any such approved SQ shall be incorporated herein by reference (the services and functions described in any SQ are hereafter referred to as the “Services”). In the event that the scope of the Services is expanded, revised, or modified, for any SQ incorporated herein, the parties shall prepare and sign an amended or new SQ (or Change Order (CO)), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SQ, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Company or pay Company any fees.

2. Term of Agreement.

(a) The term of this Agreement will commence on the first day of Services and will continue for the term indicated in the SQ with automatic renewal for the same term, at current pricing (or escalation rate established in SQ), on the anniversary date, until terminated by either party as provided below (“Term”).

(b) Either party shall have the option to terminate this Agreement, without cause, by providing sixty (60) day notice of its intent to terminate the Agreement without cause. In the event that a SQ provides for a different termination notice period, the SQ termination clause will control for that specific SQ only.

(c) In the event that there is a continuing need for any Services identified in a SQ, after the expiration of this Agreement and Customer requests, in writing, to have Company complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.

(d) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below or a Permitted Delay, as defined in paragraph 14(d) herein, does not apply.

3. Fees and Payment Terms.

(a) *Accounting Period.* Company Services are provided on calendar month boundaries and commence on the first day of the month and conclude on the last day of the month throughout the service term.

(b) *Monthly Fee.* In exchange for the Services performed by Company, as set forth in any SQ, Customer agrees to compensate Company at the rates identified in the fee schedule set forth in a SQ. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay all undisputed invoices within payment terms noted on presented invoice on receipt thereof. Company shall not be required to perform any work for Customer if Customer has any overdue, undisputed invoices outstanding with Company.

(c) *Pro-Rated Fee.* Customer agrees to pay Company a pro-rated amount of any recurring monthly Services in advance of commencement. Subsequent payments for monthly Services must be made electronically via a method denoted on a presented service invoice by the last day of each month. Payment must be received in advance for the successive month. Monthly invoicing will be provided to the Customer with any adjustments for charges incurred from the prior month within the first 10 days of the subsequent month for payment/review. If payment is not



received by the last business day of the month after receipt of invoice, all charges will be satisfied via an electronic method on file provided by the Customer.

(d) *Minimum Monthly Recurring Charge.* Customer agrees that the recurring charge for monthly services are NOT permitted to drop below the original contracted amount during service term. If a new contract is executed, charges or terms may be amended to meet prior revenue commitments.

(d) *Extra Expenses.* In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with the performance of Services. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

(e) *Late Fees.* A late fee of the greater of \$50 or two percent (2%) per month, or the legal maximum if less, shall accrue on past due billings unless Customer notifies Company of a billing dispute in writing prior to the payment due date. Customer shall be responsible for any costs incurred by Company in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.

(f) *Early Termination Fee.* In the event of Customer termination without cause as permitted in paragraph 2(b), an Early Termination Fee (ETF) equal to 100% of the average monthly service amount (calculated from the preceding 3 months or immediate prior month if less than 3 months) multiplied by the remaining months in the term will be due and payable in its entirety prior to the conclusion of the termination period unless prior arrangements are made in writing with Company. All amounts must be received prior to any coordinated release of Customer information or transfer of services to any other party. Service terminations not aligned with accounting periods (partial month) will be adjusted to the last day of the month following the notice of termination. In the event of Company termination without cause as permitted in paragraph 2(b), Company will provide orderly service transition to Customer appointed service provider, without delay, pursuant to Customer's good standing with paragraph 3(b), to be concluded within the termination period and without additional Company fees for early termination.

4. Change Orders or Out of Scope Services.

To the extent that Customer requires or requests additional services or services that exceed the Services set forth in any SQ incorporated herein, Company will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a Change Order (CO), which will also provide a description of the changed or additional service(s) being requested. Once a CO is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the SQ that is incorporated into the Agreement.

5. Ownership of Materials Related to Services.

(a) Except for any such Customer documents, data, know-how, methodologies, software, and other materials ("collectively, "Customer Materials") or other Confidential Information (as defined below) of Customer, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Company in the course of performing the Services, including any items identified as such in a SQ (collectively, the "Deliverables") shall be owned by Company. Company hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

(b) Customer shall remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials and Customer Confidential Information, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of this Agreement to the extent necessary to provide the Services to Customer.

6. Independent Contractor.

The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state, and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

7. Confidential Information.

(a) Customer understands and acknowledges that Company may, from time to time, disclose "Confidential Information" to Customer. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Company's promotional and/or marketing strategy and activity, Company's pricing information (including but not limited to rates, margins, and budgets), Company's financial and budget information, Company's customer lists, information about the education, background, experience, and/or skills possessed by Company employees, Company employee compensation information, Company's service and/or sales concepts, Company's service and/or sales methodology, Company's service and/or sales techniques, Company's customer satisfaction data or sales information, or any information which Company marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Customer will not disclose Company's Confidential Information to any third party at any time without the prior written consent of Company and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. Further, Company's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Company and shall in no event be transferred, conveyed, or assigned to Customer as a result of the Services provided pursuant to this Agreement. The foregoing duty shall survive any termination or expiration of this Agreement.

(b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively "Customer's Confidential Information"). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer's business operations (collectively "Confidential Trade Information"). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive any termination or expiration of this Agreement.

(c) In no event shall Customer use Company's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Owner.

(d) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

(e) The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

8. Nonsolicitation of Employees.

Customer will not, either directly or indirectly (except through Company) solicit, hire, or contract with any Company employee during the term of this Agreement and for a **one (1) year** period following termination thereof (hereafter the "Nonsolicitation Term"). In the event that Customer desires to directly hire any Company employee during the Nonsolicitation Term, Customer must first seek Company's consent to directly hire the employee and to speak with the Company employee about the employment opportunity. In the event that Company grants Customer the option to directly hire a Company employee, and the Company employee accepts an offer of employment from Customer, the parties shall discuss issues related to the employee's transition to Customer. The employee's start date will be mutually agreed upon by Customer and Company in writing. Provided the parties agree to the Company employee's transition terms, Customer shall pay Company a placement fee of no less than 20% of offered salary prior to the Company employee commencing work as an employee of Customer. Unless the parties agree otherwise, Customer shall not directly hire more than two Company employees during the Nonsolicitation Term. If Customer hires a Company employee without first obtaining the consent of Company, Customer shall pay Company a liquidated damage equal to 100% of the employee's fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.

9. Customer Responsibilities.

In addition to any obligations and responsibilities described in the SQ or elsewhere in this Agreement, Customer shall have shared responsibility with Company regarding the following:

(a) To ensure that the necessary business and application knowledge is available and conveyed from the Customer's existing support team to Company's support team.

(b) Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the Term of this Agreement.

(c) Provide at its facility, office space, and equipment access to Company's on-site employees. Access will also be provided to the Customer's systems for purposes of support or integration.

(d) Provide external communications capability and/or access to its work facility to enable Company's on-site project team to access the Customer's information technology system for after hours or weekend Services as required.

(e) Customer shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by Company. In the event that Customer declines or fails to assign an employee or representative to be present during such hours, Customer waives any and all claims for any property damage or loss that occurs during such time that Company's employee(s) is on the Customer's work facility.

(f) Provide access and job information to Company as needed.

10. Warranty of Services.

Except for warranties expressly stated in this Agreement, any warranty offered by Company for Services provided herein shall be set forth in the SQ. In addition to any warranty stated in the SQ, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. **THE FOREGOING LIMITED WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR**



IMPLIED, ORAL OR WRITTEN, CONTRACTUAL, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.

(a) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PROSOURCE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEE PAID OR PAYABLE TO PROSOURCE UNDER THE APPLICABLE SQ TO WHICH THE WORK RELATES IN THE PRIOR 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Indemnification.

(a) Company shall defend, indemnify, and hold harmless Customer from and against all Losses awarded in a final judgment arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or its personnel; and (ii) Company's material breach of any representation, warranty, or obligation set forth in this Agreement.

(b) Customer shall defend, indemnify, and hold harmless Company and any third party acting by or through Service Provider, including any Affiliates, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party Action arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and (ii) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement. (As used herein, "Affiliate" means any company sharing common ownership or control with Company).

(c) Notwithstanding anything to the contrary in this Agreement, the indemnifying Party is not obligated to provide indemnity against any claim to the extent such claim or corresponding losses arise out of or result, in whole or in part, from the indemnified Party's (i) negligence or more culpable act or omission; or (ii) bad faith failure to comply with any of its material obligations set forth in this Agreement.

(d) THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS SECTION EXCEED THE AGGREGATE OF FEES PAID BY CUSTOMER TO PROSOURCE PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY REMEDY HEREUNDER.

13. Equal Opportunity Employer.

Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State and local laws. Customer likewise represents that it will not discriminate in the performance hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

14. Termination.

(a) *Termination for Cause:* If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if Customer makes an unauthorized solicitation of a Company employee

under the provisions of paragraph eight (8) herein, the breaching party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate this Agreement by providing written notice to the management representative of the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (a) cure the material failure or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then commence diligently and continuously in good faith to cure, then the non-breaching party may terminate this Agreement by providing written notice to the management representative of the breaching party.

(b) *Termination for Bankruptcy*: Either party shall have the immediate right to terminate this Agreement by providing written notice to the other party in the event that (i) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) *Payments Due*: The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

(d) *Permitted Delays*: Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. The foregoing does not apply under any circumstances to any payment obligation. Company's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event: (i) Customer fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; (ii) of a special request by Customer or any governmental agency authorized to regulate, supervise, or impact Company's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises, or performance called for by this Agreement, and the same is reasonably necessary for Company's performance hereunder. Company will notify Customer of the estimated impact on its processing schedule, if any.

(e) *Continuation of Services*: Company will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. In the event Customer provides the notice of termination and directs Company not to perform Services through the notice period, Customer agrees to pay Company an amount equal to the amount normally due to Company for the notice period as if the Services were performed in full. Upon termination by either party, Customer will pay Company for all Services performed and charges and expenses reasonably incurred by Company in connection with the Services provided under this Agreement through the date of termination.

15. Miscellaneous Clauses.

(a) *Updates*. Terms and Conditions contained in this document are subject to change from time to time with a 30-day written notice to affected parties. A copy of this document and any changes to it may be obtained and referenced in correspondence (electronic or otherwise) by email to: billing@getprosource.com or telephone number: 888-948-7767, option 3 during regular business hours. Any changes posted to these Terms and Conditions will be deemed acceptable by Customer with continued use of services beyond the effective date of change.

(b) *Non-Exclusive Relationship*. Company may provide the same or similar services to other customers and Customer may utilize other service providers that are competitive with the Company.

(c) *Waiver*. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party



shall not prejudice such party's rights of termination or enforcement for any further or other default or violation or be deemed a waiver or forfeiture of those rights.

(d) *Force Majeure.* Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market. The foregoing shall not apply to any payment obligations between the parties.

(e) *Notices.* All notices required under or regarding this Agreement shall be in writing and delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Company:

ProSource Technology Management, LLC
2572 W. State Road 426
Suite 2056
Oviedo, FL 32765
Attn: Billing Department

If to Customer:

(VIA SIGNED SERVICE QUOTE)

(f) *Severability.* If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

(g) *Captions.* The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(h) *Entire Agreement/ Priority.* This Agreement, associated Service Terms, SQ(s), and/or CO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of any conflict between this Agreement and any other agreement, Service Terms, SQ, or CO between the parties, then the order of document priority shall be: (i) the CO shall control over any other document; (ii) the SQ shall control over any other document except the CO, (iii) the associated Service Terms shall control over any other document except the SQ or CO, iv) this Agreement.

(i) *Amendments.* This Agreement, SQ, CO, and any exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out-of-scope work or services stated on the work order, unless such document expressly states such intent.

(j) *Governing Law; Dispute Resolution.* This Agreement is governed by Florida law without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction or state. In the event a dispute arises under this Agreement (except for a dispute over any Customer payment obligation, Customer's violation of the non-Solicitation provisions herein, or any dispute pertaining to Confidential Information or Intellectual Property Rights, the foregoing being the "Mediation Exclusions), the parties agree that they will mediate such dispute prior to filing any formal legal action. The mediation shall take place in Central Florida,

unless the parties mutually agree otherwise, and shall be conducted by a mediator mutually agreed upon by the parties. Each Party will bear its own costs in the mediation, and the parties will equally share the mediator's fees and expenses. Only if the parties cannot resolve any dispute after good faith efforts, including mediation, a legal action may be commenced in a court having jurisdiction in Seminole County, Florida; except, however, that in the case of any of the Mediation Exclusions, court action may immediately be brought only to enforce those provisions. No Party may initiate a class action suit and neither Party may act as a class representative or participate as a member of a class of claimants with respect to any claim arising under this Agreement. In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

(k) *Assignment; Successors; and Third-Party Beneficiaries.* Company may assign this Agreement or any duties and responsibilities under this Agreement to any other Affiliate of Company provided, however, that in such event, the original party who signed the SQ with Customer shall remain solely and exclusively liable to Customer for performance of Services and other obligations hereunder. Company may assign this Agreement to an unaffiliated third-party with notice to Customer in connection with a merger or sale of all or substantially all of the Company's assets. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company, which shall not be unreasonably withheld. No assignment or delegation relieves Customer of any of its obligations under this Agreement. This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

(l) *Marketing.* Customer agrees to allow Company to use their name, information, and logo within website, marketing content, press releases, and advertisement subject to reasonable restrictions provided to Company in an approved SQ. Any use of Company name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Customer must have prior approval from Company.

(m) *Insurance.* Upon request by Company, Customer shall, during the Term and at its own expense, maintain and carry insurance in full force and effect which includes commercial general liability (including product liability) in a sum no less than One Million Dollars (\$1,000,000) with financially sound and reputable insurers. Upon request, Customer shall provide Company with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified by Company. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Company and its insurers.

(n) *Electronic Copies and Signatures.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A copy of this Agreement in electronic form with an electronic or digital signature shall be deemed equal in legal effect to an original signed Agreement.

(o) Company represents, warrants and agrees that it is not currently, and during the Term of this Agreement it will not be, listed by any federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program and that it will not directly contract with any individual whom Contractor knows or should have known after reasonable inquiry, (i) has been convicted of a criminal offense related to health care and has been excluded from participation in any federal health care program (unless the individual has been reinstated to participation in Medicare and all other federal health care programs after being excluded because of conviction), or (ii) is listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program.

(p) Company agrees to provide to the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), and their duly authorized representatives, upon written request, reasonable access to this Agreement and any related books, documents and records until the expiration of four (4) years after the Services are furnished under this Agreement, for the purpose of evaluating the nature and extent of the costs and Services provided. Company also agrees that if subcontractors are used for any of the Services provided under this Agreement at a value of Ten Thousand (\$10,000) Dollars or more over a twelve (12) month period, the subcontract shall contain a clause to the effect that the organization must make available, upon written request, to HHS, the Comptroller



General, or their duly authorized representatives, the subcontract and any related books, documents and records of the organization that are necessary to verify the nature and extent of the costs, until the expiration of four (4) years after the Services are furnished under such subcontract.

END OF MASTER SERVICES AGREEMENT