This Professional Services Agreement ("Agreement") sets forth the terms and conditions under which Company A ("Seller") provides services to the customer identified in a Statement of Work ("Customer") under any and all Statements of Work (as defined in Section 1.2.1) issued under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Seller, intending to be legally bound, agree as follows:

1.0 SERVICES ENGAGED

1.1 The types of services contemplated under this Agreement are as follows (all times stated are EST):

1.1.1 Technical Support Standard – Remote support of application software on a non-scheduled basis, subject to the availability of Seller technical staff, during normal business hours of 8:30AM – 5:00PM, Monday – Friday;

1.1.2 Technical Support Priority – Where offered by Seller as an additional electable service option, remote support of application software with a priority response time of thirty minutes to four hours from the time the support request is logged, during business hours of 8:00AM – 8:00PM, Monday – Friday;

1.1.3 Application Management – For application software and supporting databases: 1) analysis, design, programming, validation and documentation, 2) general maintenance, 3) application of fixes, 4) implementation of developer-provided upgrades, and 5) foundational training;

1.1.4 Application Development – For application software: 1) business process improvement & re-engineering consultation, 2) analysis, design, programming, validation and documentation of enhancements, and 3) initial and enhancement implementation;

1.1.5 Network Integration Support – Where offered, consultation on integrating application software with the network environment and its peripheral equipment;

1.1.6 Business Consultation – Where offered, business best practices consultation on defining and deploying business rules, policies and practices that affect operations and analytics; and

1.1.7 Third-Party & Proprietary Software Sales ("Product") – Selling and sales consultation for ERP third-party software and Proprietary Software licenses. "Proprietary Software" means packaged software internally developed by Seller and licensed to the market at large under a Seller software license agreement. Proprietary Software does not include: i) unique programming services provided specifically to a Customer under this Agreement, or ii) software held by Customer under a third-party software license agreement.

1.2 The services to be engaged, and their pricing and payment terms, shall be defined in Statements of Work issued under this Agreement.

1.2.1 "Statement of Work" means any quote, proposal, sales order, change order, PSA exhibit, sales contract or other document that Seller, in its sole discretion, deems suitable for the nature and delivery of the services to be engaged.

1.2.2 Each Statement of Work is an addendum to this Agreement, is incorporated herein by reference, and is subject to the terms and conditions of this Agreement. In the case of a conflict in terms, the terms and conditions of this Agreement control.

1.2.3 Seller is not obligated to perform any service that it deems, in its sole discretion, to be outside the defined scope of services until both parties sign a mutually agreeable written change order. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, any service or outcome of service not specifically stated in the Scope of Services of a Statement of Work is outside the Scope of Services.

1.2.4 A Statement of Work is not effective until executed by Seller's duly authorized representative.

1.3 For initial implementation of ERP systems, "Live" and "Go-Live" (together or separately) mean the point in the implementation process at which the purchased ERP software is suitable for operation in a production environment according to the Developer's specifications stated in any Developer documentation, this Agreement, or any addendum to it, whether or not Customer actually places the software into production. "Developer" means the original owner or designer of the software (e.g., Infor Global Solutions or Microsoft). The first successful batch generation of sales invoices, in either a test or production environment, is evidence of "Live" or "Go-Live."

2.0 NON-ACCEPTANCE OF SERVICES

2.1 The following governs the redress and billing procedures for Customer's non-acceptance of services quoted on a fixed-price or prepaid basis under a Statement of Work.

2.1.2 Within thirty (30) days[1] after the earlier of Customer's receipt of any deliverable or service or its receipt of an invoice for services billed as incurred (the "Acceptance Period"), Customer shall provide Seller with a detailed written description of all objections to the deliverable or service. Seller shall, as expeditiously as possible, resolve ("Rework") any objections that Seller and Customer mutually determine fall within the defined scope of the Statement of Work. Customer is deemed to have accepted the deliverable or service unless it provides Seller written notice of its objections within the Acceptance Period.

2.1.3 Within ten (10) days after receiving the Rework, Customer must notify Seller in writing of any "agreed to" objections under Section 2.1 that remain unsatisfied; otherwise, the Rework is deemed accepted by Customer. If the parties mutually determine that any remaining objections fall within the originally defined scope of the Statement of Work, Seller will make additional revisions as expeditiously as possible, and the process in this Section 2 shall be repeated until the objections are resolved, subject to Section 12.

2.1.4 Hours incurred for Rework caused by factors under Customer's control, or that represent a change in the scope of the Statement of Work, shall be invoiced to Customer on a time & material basis at the applicable hourly rates in the governing Statement of Work. When feasible, Seller will define the effort and specifications for the Rework in a Change Order Statement, prepared under Section 3.3, to be agreed in writing by Seller and Customer before the service is provided. Hours incurred for Rework caused by factors under Seller's control are not billable to Customer. Seller shall solely determine whether a factor is under Seller's or Customer's control.

2.2 Unless otherwise stated in a Statement of Work, all services are provided on a time and material basis and <u>are not</u> quoted on a "not to exceed" basis. Accordingly, actual hours may exceed estimated hours depending on the facts and circumstances of the engagement, and any excess hours will be invoiced to Customer as incurred. Time and material services are due and payable by Customer to Seller regardless of ultimate result.

3.0 BILLING PROCEDURES

3.1 Unless otherwise stated in a Statement of Work, charges under this

1

Agreement shall be invoiced to Customer weekly as incurred.

3.2 Unless otherwise stated on a Seller invoice, payment terms are Net 14 from the invoice date.

3.3 Unless otherwise agreed in writing in advance, hours Seller incurs for consultation and for formulating designs and specifications to present a quote requested by Customer, or a change order, are billable whether or not Customer elects to proceed with the quoted services. The parties acknowledge that Seller is not obligated to prepare or pursue any quote or change order for services on terms it deems unacceptable.

3.4 In addition to hours incurred in providing services, Seller may, in its sole discretion, bill Customer for additional hours incurred because of:

3.4.1 Customer's failure to manage factors under its control that Seller deems necessary to complete the engaged services, and/or where such failure is beyond the deliverables, risk scope or assumptions stated in any quoted service;

3.4.2 Assistance or support provided by Seller due to Customer negligence, including, but not limited to, non-compliance with industry-standard back-up and recovery protocols or Seller's remote access procedures (if applicable), the restoration of data, failure to follow required procedures, or inadequate or poorly maintained equipment;

3.4.3 Customer's performance failure, Customer's cancellation of scheduled hours within twenty-four (24) hours of work commencement, or hours Customer requests Seller to be available on a "standby" basis; or

3.4.4 A change in the scope of services resulting from: i) identification of significant factors not previously disclosed during discovery, or ii) a change in the nature or understanding of significant factors as first disclosed during discovery.

3.5 Billable time & material hours shall be charged in fifteen (15) minute increments, with any portion of an increment rounded up to the next fifteen (15) minute increment. Service hours provided outside normal business hours (8:30AM-5:00PM Monday-Friday), or on Seller holidays if holiday service is available, shall be charged in thirty (30) minute increments at two (2) times the prescribed hourly rate. Upon advance written notice, Seller may impose a minimum thirty (30) minute charge for services associated with legacy ERP platforms.

3.6 Customer shall pay for the actual time Seller incurs for travel associated with the services, invoiced at one-half (50%) of the applicable hourly rate.

3.7 Customer shall also pay the actual travel costs Seller incurs in association with the services, invoiced in addition to services at one hundred percent (100%) of actual cost. Travel costs include, but are not limited to: lodging, airfare, cab fees, meals, parking/tolls, rental car fees, gas or mileage at the IRS standard rate for an individual's auto use, long distance phone charges, and incidental supplies directly related to the services.

3.8 Customer shall reimburse Seller for subcontractor travel costs, travel time and incidental expenses at one hundred percent (100%) of actual cost.

3.9 For Technical Support Services escalated to priority service response, Seller may assess a two (2) hour priority service charge in addition to the actual resolution time, unless Customer has elected the Priority Help Desk Access service option, if available.

4.0 SELLER REMEDIES

Seller's provision of services under this Agreement is conditioned on Customer not being in Default. Customer's failure to make timely payment or to perform any of its obligations under this Agreement constitutes "Default." If Customer is in Default, then, in addition to any remedies available to Seller at law, and until the Default is resolved to Seller's satisfaction in its sole discretion, Seller has the following remedies:

4.1 Seller may suspend services indefinitely or until the Default is resolved.

4.2 Customer shall pay Seller any underpaid fees, based on Seller's then-current price list, plus late charges of one percent (1.0%) per month on all amounts in arrears;

4.3 If applicable, Seller may remove or deactivate any of its Proprietary Software licensed to Customer, whether on-premises or hosted by a third party. If Seller later reinstalls the Proprietary Software on Customer's equipment, Customer shall pay Seller the cost of re-installation.

4.4 Customer shall pay all reasonable fees and costs Seller incurs in enforcing this Agreement, including, but not limited to, reasonable attorneys' fees, court costs, and other related professional and administrative costs.

4.5 If Customer's Default remains unresolved to Seller's satisfaction thirty (30) days after Seller issues a Notice of Default, Seller may terminate any or all Statements of Work. Termination does not release Customer from its obligation to pay Seller in full for all services and Product provided through the date of termination. Seller may, in its sole discretion, apply any monies paid by Customer to: i) outstanding invoice charges, ii) services and Product provided through the date of termination but not yet invoiced, iii) accrued late charges and interest on (i) and (ii), and iv) all costs Seller incurs to enforce this Agreement.

4.6 In addition to any other available remedies, Seller may seek injunctive relief, the parties specifically acknowledging that such other remedies are inadequate.

5.0 CUSTOMER RESPONSIBILITIES

5.1 Customer is responsible for ensuring that all data, hardware, network equipment, software, applications, system documentation and relevant environmental factors are maintained and controlled in compliance with accepted industry practice and protected against all risk of loss, damage or destruction, and, if applicable, for complying with Seller's remote access procedures. Customer shall hold Seller harmless for Customer's failure to comply with these standards.

5.2 Customer shall provide Seller adequate work space and access to all personnel, equipment, software, programs, information and documentation that Seller deems necessary to fulfill its obligations under this Agreement, on mutually agreed dates, times and other relevant terms.

5.3 Seller's consultation regarding compliance with any and all relevant federal, state and international laws, statutes, regulations, industry-accepted standards and promulgations relating to financial, security and/or data privacy reporting and compliance, including, but not limited to, those issued by or related to SEC, AICPA, FASB, IASB, EFRAG, IRS, ICC, FTC, ITAR, EAR, ATF, DOD, HIPAA, HITECH, EU GDPR and EU-US-Swiss Privacy Shield, is strictly advisory. Customer is solely responsible for selecting, enforcing and maintaining the protocols it deems appropriate for its business with respect to such requirements.

5.4 Customer acknowledges that a properly trained and engaged staff is vital to the success of any service Seller provides, and agrees to employ whatever means are necessary to encourage and induce its staff and management to actively participate in the engagement and any related process or training.

5.5 Customer is solely responsible for validating and testing, in its test and production environments, the results of Seller's services under this Agreement, according to standards Customer deems appropriate to ensure its ultimate objectives or as Seller requests. Customer shall execute any written confirmations of such validation and testing that Seller deems necessary.

5.6 Customer acknowledges that its failure to meet scheduled dates of performance may adversely affect milestone dates or project objectives. In that event, Seller reserves the right to amend milestone dates or project plans to reflect the facts and circumstances caused by the delay.

6.0 SOFTWARE & HARDWARE PURCHASED ("Product")

From time to time in the performance of this Agreement, Customer may need to purchase software and/or hardware. Customer acknowledges that the following provisions apply to such purchases:

6.1 Customer acknowledges that the Developer may require Customer to sign additional software license, sales or other agreements as a

condition of purchase. Seller may provide guidance on software selection; however, Customer acknowledges that such guidance is a suggestion only and that selection of software is solely Customer's responsibility. If Customer accepts delivery of software, the Software License Agreement in effect at the time of delivery has the same force and effect as if Customer had signed it.

6.2 If Customer requests installation of hardware, Customer shall pay for the hardware and all associated costs. Seller may provide guidance on hardware selection; however, Customer acknowledges that such guidance is a suggestion only and that selection of hardware is solely Customer's responsibility.

6.3 Customer acknowledges that all purchases of Products are final and non-refundable and that Products cannot be returned or exchanged for any reason whatsoever, including, but not limited to, Customer canceling or halting any service or Statement of Work under this Agreement. Seller is entitled to collect, and Customer shall pay in full, all amounts due for Products.

6.4 Unless Customer provides Seller a sales tax exemption certificate at the initiation of the sales contract, applicable sales tax shall be included on invoices for software and hardware Products, and Customer shall pay it.

6.5 Customer shall pay the cost of freight (including shipping and handling) to deliver Products to Customer.

7.0 OWNERSHIP RIGHTS

7.1 All custom applications, ideas, concepts, know-how, processes or techniques created or developed by Seller, alone or collaboratively with Customer, under this Agreement or any Statement of Work are non-exclusive and belong jointly to Seller and Customer, and either party may use them as it deems fit in its sole discretion; provided, however, that Customer shall not sell them to third parties or release them to the public.

7.2 Title to, or the license to use, as applicable, software, custom applications, documentation and/or hardware developed and/or sold by Seller shall not transfer or take effect, respectively, until Customer pays Seller in full under the terms of this Agreement.

7.3 All software, computer programs, manuals, proposals, rates, related data incorporated in them, and any other information provided to Customer under this Agreement are the proprietary products of their Developer, or the Seller, as the case may be.

7.3.1 Customer shall safeguard these proprietary products with the same degree of care and skill it accords its own proprietary data. Except as provided in this Agreement, Customer and its employees and agents shall not divulge, transfer, assign, sell, license, franchise, sublease or otherwise convey the software, or any portion of it, in printed, electronic, magnetic or any other form, to any third party, person or organization.

7.3.2 Customer shall also take such other reasonable steps as Seller and/or the Developer may request from time to time to protect Seller's and/or the Developer's rights in the software.

7.3.3 If Customer attempts to use or convey any computer programs or Products, or any duplication or modification of them, contrary to this Agreement, Seller may, in addition to any other remedies available to it by law, seek injunctive relief to enjoin such acts, the parties specifically acknowledging that such other remedies are inadequate.

7.3.4 Customer acknowledges that its purchase of any Proprietary Software (as defined in Section 1.1.7), whether governed by a Seller software license agreement or otherwise issued under this Agreement, conveys only a license to use the software in its normal business processes, subject to the applicable software license or this Agreement, as amended from time to time. The purchase does not convey to Customer any ownership right in the Code of the software, which both parties explicitly acknowledge remains the sole and exclusive property of Seller.

7.4 Customer acknowledges that services under this Agreement are provided on a non-exclusive basis and that Seller is not restricted in any way from performing similar services for other customers, whether concurrently with or after this Agreement.

7.5 Customer acknowledges that Seller personnel are provided on a non-exclusive basis, that Seller has sole control over the assignment of its personnel, and that Seller may assign the same personnel to multiple customers, whether concurrently with or after this Agreement.

7.6 Customer warrants and agrees that it will not hire or solicit, or attempt to hire or solicit, Seller personnel to work for Customer, whether directly, indirectly through any associated or affiliated entity, as an independent contractor, or through another IT services provider.

7.6.1 Customer acknowledges that Seller employee is party to a non-compete agreement with Seller and that any attempt by Customer to hire or persuade a Seller employee to terminate his or her employment with Seller in a manner that conflicts with the terms of his/her non-compete agreement is a direct violation of and/or interference with that agreement.

7.6.2 Customer acknowledges that it shall be directly liable to Seller for any such violation or interference and shall pay Seller liquidated damages in the amount equal to three (3) times the solicited Seller employee's annual base compensation.

7.7 Except as expressly set forth in this Agreement or in a separate agreement between the parties (which separate agreement controls on this subject), no rights are granted to Seller in data provided by Customer or generated on Customer's behalf as the product of Seller's services.

8.0 CUSTOMER CONFIDENTIALITY

Subject to the limitations below, Seller shall keep confidential any business, financial, statistical or personnel data relating to Customer's business that is clearly designated as confidential, or would reasonably be construed as confidential, and that Customer submits to Seller to carry out this Agreement, using the same care and discretion Seller uses with similar data it designates as confidential, but in no case less than a reasonable standard of care.

8.1 Seller is not required to keep confidential any data that is or becomes publicly available, is in Seller's possession before the execution of this Agreement, is independently developed by Seller outside the scope of this Agreement, or can be rightfully obtained from third parties.

8.2 Seller is not required to keep confidential any custom applications, ideas, concepts, know-how, processes or techniques relating to data processing that are submitted to Seller or developed during this Agreement by Seller's personnel or jointly by Seller's and Customer's personnel.

8.3 Access to confidential information shall be limited to those Seller employees or third parties whose services are necessary to carry out this Agreement, and only after they agree to abide by the confidentiality obligations of this Agreement. Seller shall not disclose confidential information to any other party without Customer's prior permission.

8.4 Customer expressly authorizes Seller to copy and manipulate confidential information as Seller deems appropriate, but only for the purposes Seller believes necessary to carry out this Agreement.

8.5 Confidential information remains the sole property of Customer, and Seller gains no ownership interest in it merely by receiving it from Customer.

8.6 If Seller becomes aware of a disclosure of confidential information in violation of this Agreement, it will promptly notify Customer and cooperate with Customer's reasonable requests to help protect its interests in the disclosed information.

8.7 Upon termination of this Agreement and at Customer's request, Seller shall take reasonable steps to destroy or return to Customer any confidential information remaining in Seller's possession and, if destroyed, shall certify the destruction to Customer.

8.8 Seller's liability for confidential information is limited as stated in Section 13.

8.9 Customer's engagement of services confirms that Customer is authorized to share with Seller the company contact information of those members of its organization that Customer deems

necessary to involve in any and all communications and activities related to the services. Seller collects and maintains this contact information under its Privacy Statement, which gives Customer certain choices regarding the care and use of that information and is available at www.Sellerassoc.com/.

8.10 If the parties have entered into a Non-Disclosure Agreement ("NDA") and any of its terms conflict with this Agreement, the terms providing the stronger confidentiality protection apply.

9.0 [THIS SECTION INTENTIONALLY LEFT BLANK]

10.0 [THIS SECTION INTENTIONALLY LEFT BLANK]

11.0 DATA PRIVACY ACKNOWLEDGEMENT

11.1 Seller's Privacy Statement and its enumerated policies are intended to: comply with applicable laws, rules, regulations, directives and governmental requirements, currently in effect or as they become effective, relating in to the privacy, confidentiality, security or protection of Personal Data, including, without limitation, the GDPR, the EU-US Data Privacy Framework, the UK GDPR, the Data Protection Act of 2018 and any such laws, rules, regulations, directives and governmental requirements in the United States (including the California Consumer Privacy Act of 2018 ("CCPA"), Cal. Civ. Code §§ 1798.100, et seq., its implementing regulations, and similar laws passed in other states as they become effective) as amended, replaced or superseded,, where "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (collectively, the "Data Privacy Regulations"); and ii) provide appropriate protection and care for Customer-provided contact information in accordance with the Data Privacy Regulations.

11.2 Customer acknowledges that: i) it alone is responsible for determining whether the Data Privacy Regulations apply to its business; ii) it solely bears any and all resulting compliance obligations and liability emanating therefrom; and iii) its receipt of Seller's services under this Agreement in no way mitigates, or transfers to Seller, in whole or in part of its compliance obligation or its liability arising therefrom.

12.0 LIMITED WARRANTIES & CUSTOMER REMEDY

Seller warrants only that its services will be performed in a professional and workmanlike manner, conforming to commercially reasonable standards and practices, within the scope of service specifications defined in any Statement of Work issued under this Agreement.

For third-party software installation & implementation, the scope of Seller's services is to enable operation of the software's standard functions and processes within the design specifications intended by the software's Developer, unmodified by Seller. Although a Statement of Work may include certain defined modifications, their inclusion does not imply, and shall not be read to mean, that the modifications are intended to, or can, change or alter the software's core processes or methodologies. Such modifications are intended only to expand, to the extent possible, the software's applicability to Customer's operating environment in a very limited and focused manner. Any modification is engaged only at Customer's election and authorization, to Customer's stated specifications, and, except for Seller's breach of this Limited Warranty as to services, Customer is solely responsible for any and all consequences of such modification.

Specifically, Seller does not imply, and Customer shall not infer, that Seller's services under this Agreement are intended to either i) enhance any software's capability to comply with Data Privacy Regulations (as defined in Section 11.1), or ii) supplant Customer's sole compliance responsibility and its assumption of the resulting liability.

Customer's sole remedy for an alleged breach of this services limited warranty is Seller's re-performance of the defined scope of service, giving rise to the alleged breach. If Seller is unable to redress the alleged breach within a reasonable time, then, subject to the limitations of this Section 12 and of Section 13 contained herein, Customer may pursue its remedies at law, but only if Customer has paid in full all monies owed to Seller under this Agreement and any Statement of Work. These remedies are exclusive and in lieu of all other remedies, and represent Seller's sole obligations for a breach of this services limited warranty. As a condition of this services limited warranty, Customer must provide the notice of breach and information required under Section 2.0.

Seller explicitly disclaims all warranties related to Product (including equipment, content, software, data, channel enablement materials, functionality, Data Privacy compliance capability, beta features and other information made available on or accessed through it) and to third-party services provided under this Agreement. All Product and third-party services are provided on an "As Is," "As Available," "Where Is" and "With All Faults" basis. Customer's sole and exclusive recourse, in equity or at law, for services or Product provided by third parties, including any alleged defect in software's data privacy compliance capability, is directly against the third-party service provider, developer or manufacturer, exclusive of Seller, under any third-party warranty, as limited therein. Any Product warranty terminates immediately if the software or its instructions are modified in any manner without the express written permission of Seller and/or the Developer or manufacturer. Seller's sole liability is to provide corrections to Product as they are made available by the Developer or manufacturer.

Seller has no obligation to the extent that any alleged breach of the foregoing warranties is caused by: i) Customer's modification of Product; ii) Customer's failure to promptly implement changes Seller provides to correct or improve Product; iii) information provided by Customer and relied upon by Seller that is determined to be incorrect; iv) Customer's failure to adequately and thoroughly test the deliverables, within a reasonable time, to the specifications in this Agreement, a Statement of Work or a Change Order and/or to commonly accepted, reasonable industry standards; v) Customer's internal policies, protocols, actions or inactions that Seller deems to undermine the full adoption and utilization of Product; or vi) the use or combination of Product with any computer, computer platform, operating system and/or database management system other than the equipment specified in Customer's Profile or Statement of Work. If an alleged breach of warranty concerns a Third Party Product subject to a more limited warranty than specified in this Agreement, Seller's obligations are further limited accordingly.

The limited warranties in this Section 12 are Customer's sole and exclusive warranties. Seller makes no other warranties whatsoever, express or implied, in whole or in part, on any matter under this Agreement, and explicitly disclaims all warranties of non-infringement, merchantability, and/or fitness for a particular purpose. Seller expressly does not warrant that services or Product will function, in whole or in part, be error free, operate without interruption, be compatible with any hardware or software system

configuration or with any regulatory compliance obligation of Customer, or meet Customer's requirements.

The parties agree that the limitations in Sections 12 and 13 survive termination of this Agreement and apply even if any limited remedy in this Agreement is found to have failed of its essential purpose, and regardless of Customer's acceptance or non-acceptance of services or Product.

13.0 LIMITATION ON LIABILITY

Customer acknowledges and agrees that Seller's liability under this Agreement is strictly limited to re-performance of the scope of services defined and engaged under this Agreement.

Fees due Seller under this Agreement and any Statement of Work for services and Product rendered are not subject to any claim of set-off by Customer and are payable in full regardless of the ultimate results. Customer's non-acceptance of Seller work product is not valid grounds for non-payment of any fees due Seller.

In no event, including, but not limited to, any delay in rendering services or Product, shall Seller or its affiliates be liable to Customer, whether in contract, tort (including negligence) or otherwise, for any damages or restitution, including, without limitation, lost profits, loss of use, business interruption, loss of data, cost of cover, cost of recovery, or punitive, direct, indirect, special, incidental or consequential damages of any kind, arising out of or in connection with the furnishing, performance or use of services and/or Product, or any third-party data privacy claim, under this Agreement or any Statement of Work, even if Seller has been advised of the possibility of such damages.

In any event, including if any provision of this limitation of liability is held invalid, illegal or unenforceable in any respect or for any other reason, Seller's liability for any kind of legal claim, whether in contract, tort or otherwise, in connection with this Agreement is limited to the aggregate amount actually paid by Customer to Seller through the date of the alleged breach of limited warranty or, if no discrete amount is identified, the amount reasonably ascribed by Seller to such claim.

14.0 GENERAL TERMS

14.1 This Agreement supersedes any conflicting provisions proposed by Customer in its purchase orders, contracts or other notifications. Seller's receipt of payment or performance is not, and is not evidence of, Seller's assent to any terms and conditions other than those in this Agreement. Customer's payment or receipt of services is, and evidences, Customer's assent to this Agreement.

14.2 Any NDA, this Agreement and all Statements of Work and Exhibits issued now or later (listed in order of precedence) together form a single agreement and the entire understanding of the parties regarding its subject matter, and supersede any and all prior and contemporaneous agreements, understandings, negotiations, representations by Seller, and discussions of the parties, whether oral or written. Any statement, agreement, representation or other communication not contained in this Agreement is unauthorized by, and not binding on, Seller.

14.3 **[This Section Intentionally Left Blank]**

14.4 No amendment or modification of this Agreement by Customer is binding unless made in writing and executed by both parties.

14.5 No waiver of any provision of this Agreement is binding or is a waiver of any other provision, whether or not similar, or a continuing waiver, unless expressly provided in writing and executed by both parties.

14.6 This Agreement is executed and delivered in the State of Maryland and shall be governed, construed and enforced under the laws of the State of Maryland, without reference to its conflict of laws rules.

14.7 The parties consent to the exclusive jurisdiction of the state and federal courts situated in Maryland for all claims and disputes arising under this Agreement. The parties agree that venue is proper in the District Court of Maryland for Baltimore County, the Circuit Court for Baltimore County, Maryland, or the United States District Court for the District of Maryland, Northern Division, and waive any objection to such jurisdiction or venue on any basis, including, but not limited to, forum non conveniens.

14.8 **The parties knowingly and voluntarily waive all rights to a jury trial in any proceeding involving any dispute or matter arising under this Agreement.**

14.9 As a condition precedent to any lawsuit or claim of any kind by Customer against Seller, Customer must pay in full all amounts claimed by Seller under invoices, Statements of Work or works in progress. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, the parties agree to shorten the statutory limitations period for actions between them such that no action, under any theory, arising out of or related to this Agreement may be brought by either party more than one (1) year after the rendering of any service or sale of product by Seller to Customer.

14.10 By executing any Change Order or other subsequent document, Customer acknowledges that all services provided before its execution conform to Customer's request(s) and that Customer has no claims against Seller.

14.11 If any provision, or part of a provision, of this Agreement is held invalid, illegal or unenforceable in any respect, that holding shall not affect any other provision or part, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or part had never been included, but only to the extent of its invalidity, illegality or unenforceability.

14.12 Customer may not assign this Agreement without Seller's prior written consent, which Seller shall not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of Seller's successors and assigns.

14.13 This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. This Agreement may be executed and delivered by facsimile or e-mail with the same force and effect as if executed and delivered in person.

14.14 The parties have reviewed and commented on this Agreement, and the rule of construction that ambiguities are resolved against the drafting party shall not be employed in its interpretation.

14.15 Each party acknowledges that, throughout the negotiations leading to the execution of this Agreement, it had the opportunity to consult with legal counsel of its own choice regarding this Agreement.

14.16 Section headings and captions are for convenience only and do not limit or otherwise affect the meaning of any provision of this Agreement.

14.17 Unless otherwise provided in this Agreement, any notice required or permitted under this Agreement is duly given if delivered in writing personally, or by first class, registered or certified mail, to the addresses below:

If to Seller:
Seller & Associates
Attn: Tom Fitzgerald
1344 Hanover Road, Suite 202
Hanover, Maryland 21045

If to Customer:
As identified on the Statement of Work issued hereunder

14.18 Seller reserves the right to amend any terms of this Agreement from time to time, with or without notice, including, but not limited to, the monthly fees and hourly rates. Customer may access at any time this Agreement for its review at http://www.earnestassoc.com/master-psa/ . Seller will provide notice of such at least annually to Customer.

14.19 Seller is excused for the period of any delay in performing any obligation under this Agreement caused by events beyond Seller's control, including, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, and acts of God.

14.20 The parties acknowledge that they have mutually agreed to the payment terms in this Agreement and that the amounts and due dates are not subordinate to or dependent upon any terms or conditions outside this Agreement, including, but not limited to, the terms of any financing or leasing arrangement between Customer and any person or entity not a party to this Agreement.

14.21 The parties agree that time is of the essence in the performance of each party's obligations under this Agreement.

14.22 Each party shall maintain insurance, including commercial general liability, product liability and all property risk insurance, in amounts sufficient to cover any claims or liabilities reasonably expected to arise out of or relate to its obligations under this Agreement, and shall provide the other party a certificate of insurance upon request.

14.23 Seller is an independent contractor for all purposes, and neither party has authority to bind the other in any manner. Customer leaves the methods and details of performance exclusively to Seller, is interested only in the results obtained, and has no control over the manner and method of performance.

14.24 Any provision of this Agreement that expressly or by its terms is intended to survive termination or expiration of this Agreement shall survive and remain in full force and effect.

15.0 PREFERRED PSA TERMS

NOTWITHSTANDING ANYTHING ELSE STATED TO THE CONTRARY, the following terms relate only to the administration of service hours pursuant to Seller's Preferred Professional Service Option for service hours ~~as~~ procured in advance by the Customer as evidenced by an executed ~~on~~ Exhibit A.

15.1 PSA BILLING PROCEDURES *

15.1.1 Quarterly Fees will be invoiced in advance of each quarter in the amount selected in Exhibit A. Under the Base Rate Option, the Quarterly Fee is due in full on the first day of the quarter. Under the ACH Rate Option, the Quarterly Fee is collected in three equal installments, each due on the first day of each month of the quarter. For example, a Quarterly Fee of $1,800.00 for the fourth quarter would be collected in three installments of $600.00 due on Oct. 1st, Nov 1st and Dec 1st.

15.1.2 Hours in excess of Available PSA Hours (as defined in Section 15.2.3), hours under the T&M Hourly Option, and other charges under this Agreement shall be invoiced to Customer weekly as incurred.

15.1.3 Term. Preferred PSA terms require a minimum twelve (12) month contract commitment (the "Term"). Unless Customer gives notice of cancellation as provided herein, the Term renews automatically on each anniversary date for another twelve (12) month Term.

15.1.4 Cancellation. i) Customer may cancel Preferred PSA terms at the end of a Term by written notice of intent to cancel received by Seller at least thirty (30) days before the Term expires. ii) If Seller gives Customer written notice of a change in the rates and/or fees, Customer may cancel Preferred PSA terms before the Term expires by giving Seller written notice of its intent to cancel at least ten (10) days before the effective date of the change. Effective Cancelation Date is defined as the end of the current Term for the former case, or the effective date of the price change for the latter case.

15.2 PSA SUPPORT UTILIZATION

15.2.1 The annual PSA Support Hours elected by Customer in Exhibit A shall be divided into four (4) equal portions, each representing the hours available for Customer's use in a calendar quarter ("Allotted Hours"). The Allotted Hours for the initial calendar quarter shall be 100%, 66% or 33% of a full quarter's Allotted Hours, depending on the Effective Date of this Agreement. For example, if the Effective Date is November 1st, 66% of the Allotted Hours are available in the initial calendar quarter.

15.2.2 PSA Support Hours actually provided by Seller shall be deducted from the Allotted Hours as they are provided.

15.2.3 **"AVAILABLE PSA HOURS"** Unused PSA Support Hours at the end of a calendar quarter shall be carried forward and added to the next calendar quarter's Allotted Hours (together, "Available PSA Hours"), subject to the following:

15.2.3.1 The preferred pricing of service hours presumes that Customer will fully use the hours within a reasonable time after purchase. Accordingly, purchased service hours are available for use for up to twenty-four (24) months after their purchase date. Unused service hours older than twenty-four (24) months expire and will be deducted from the Available PSA Hours balance to arrive at a new carryforward balance.

15.2.3.2 Available PSA Hours have no cash value, are not refundable in whole or in part, and may be exchanged only for services.

15.3 PREFERRED PSA HOURS UTILIZATION AFTER CANCELLATION

15.3.1 Customer's right to use, and Seller's obligation to perform, Available PSA Hours after Cancellation is conditioned upon the following:

15.3.1.1 Customer being in full compliance with, and not in default of, this Agreement at the time of notice of cancellation; otherwise, all Available PSA Hours expire on the Effective Cancellation Date and may no longer be used; and

15.3.1.2 Eligible Available PSA Hours remain available for Customer's use for the twenty-four (24) consecutive months beginning on the Effective Cancellation Date (the "Eligibility Period"), after which any remaining Available PSA Hours expire.

15.3.1.3 NOTWITHSTANDING anything to the contrary herein, for purposes of this Section 15.3, "Customer" means only the legal entity that is party to this Agreement and that purchased the PSA hours through the time of Cancellation. The right to use Available PSA Hours during the Eligibility Period does not inure to the benefit of Customer's successors or assigns.

15.3.1.4 The Available PSA Hours that Customer may carry over after Cancellation equal (i) the FIFO dollar value of the Available PSA Hours as of the Effective Cancellation Date, minus (ii) the dollar value of the remaining PSA monthly installments in the Term not yet invoiced, with the result divided by (iii) Customer's PSA Hourly Rate in effect at the time of Cancellation.

15.3.1.5 During the Eligibility Period, the Available PSA Hours balance carried forward is subject to restatement to reflect: i) any PSA Hourly Rate increase, by dividing the dollar value of the Available PSA Hours before the restatement by the new PSA Hourly Rate; and ii) the removal of hours older than twenty-four (24) months from their purchase date.

15.4 PSA SUPPORT SERVICE LEVEL CHANGES

15.4.1 Customer may change to a lower PSA Support Level only upon renewal of a Term, by written notice of intent to Seller at least thirty (30) days before the Term expires.

15.4.2 Customer may change to a higher PSA Support Level at any time by written notice of intent to Seller.

15.4.3 The revised PSA monthly Allotted Hours and PSA Support Monthly Fee billing take effect (the "Effective Change Date"): a) for changes within a Term, on the first (1st) day of the month following Seller's acknowledgement of receipt or its approval, as the case may be; or b) for changes at Term renewal, on the first (1st) day of the new Term.

15.4.4 Carryover of Previous PSA Support Level Available PSA Hours:

15.4.4.1 The Available PSA Hours balance existing as of the Effective Change Date accrued under the previous support level, shall carryover in full and be added to the revised Allotted Hours to calculate the opening balance of Available PSA Hours under the

new PSA Support Level.