



STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

Hudson Outsourcing Ltd – Vocal Division (the “Service Provider”), provides pre-bid and request for proposal administration and associated consultancy services to business clients. The Service Provider has reasonable skill, knowledge, and expertise in that field. These Terms and Conditions (the “Terms”) shall apply to the provision of services by the Service Provider to its customers.

1. APPLICABILITY

a. These Terms are the only terms that govern the provision of services by Service Provider to the Customer identified on the Invoice.

b. The accompanying Invoice (the “Invoice”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Invoice, the Invoice shall govern, unless the Invoice expressly states that the terms and conditions of the Invoice shall control.

c. These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. SERVICES

Service Provider shall provide the services to Customer as described in the Invoice (the “Services”) in accordance with these Terms. Service Provider shall provide the Services with reasonable skill and care, commensurate with the prevailing standards in the procurement industry in the United States. In the performance of the Services, Service Provider shall act in accordance with all reasonable instructions given to it by Customer; provided that, such instructions are compatible with the Services identified on the Invoice. To the extent the instructions are not compatible with the Services identified on the Invoice and Customer desires to proceed regardless, Service Provider and Customer shall proceed under a Change Order in accordance with the terms of Section 6 below. Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, standards, codes of conduct, and any other rules relevant to the provision of the Services. In the event Service Provider shall be required to act on behalf of Customer in order to complete any portion of the Services, Service Provider will obtain written authorization (email sufficient) from Customer prior to taking any action. If Customer does not provide authorization to Service Provider, Service Provider will take no further action with respect to that portion of the Services, will have no further obligation with respect to the performance of the act, and Customer shall assume all risk and obligations for taking any required actions.



3. PERFORMANCE DATES

Service Provider shall use reasonable efforts to meet any performance dates specified in the Invoice, and any such dates shall be estimates only. Notwithstanding the foregoing, to the extent there are any hard deadlines in accordance with the Services, Customer shall communicate such hard deadlines, and Service Provider agrees to take all commercially reasonable efforts to meet such hard deadlines.

4. CUSTOMER'S OBLIGATIONS. CUSTOMER SHALL:

- a. cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;
- b. respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;
- c. provide such Customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and
- d. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. CUSTOMER'S ACTS OR OMISSIONS

If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. CHANGE ORDERS

- a. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:
 - i. the likely time required to implement the change;
 - ii. any necessary variations to the fees and other charges for the Services arising from the change;
 - iii. the likely effect of the change on the Services; and
 - iv. any other impact the change might have on the performance of this Agreement.
- b. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 18(o).
- c. Notwithstanding Section 6(a) and Section 6(b), Service Provider may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Invoice.



d. Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Invoice.

7. FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS

a. In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Invoice.

b. Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

c. Customer shall pay all invoiced amounts due to Service Provider on receipt of Service Provider's Invoice. Where any payment pursuant to this Agreement is required to be made on a day that is not a business day, Customer may make such payment on the following business day. Customer shall make all payments hereunder in US dollars by wire transfer to such bank in the United States as Service Provider may designate from time to time.

d. In the event payments are not received by Service Provider within thirty (30) days after becoming due, Service Provider may:

- i. charge interest on any such unpaid amounts at a rate of two percent (2.00%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and,
- ii. suspend performance for all Services until payment has been made in full.

8. TAXES

Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

9. INTELLECTUAL PROPERTY

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 Service Provider in the course of performing the Services, including any items identified as such in the Invoice (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer Materials shall be owned by Service Provider. Service Provider 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.

10. CONFIDENTIAL INFORMATION

a. Definition. "Confidential Information" means any non-public information about the Party disclosing such information (the "Disclosing Party"), its business, vendors, customers, products, services, and employees; its finances, costs, expenses, financial, or competitive condition, policies, and practices; its research and development efforts; computer software programs and programming tools and its respective design, architecture, modules, interfaces, databases, and database structures, non-literal elements, capabilities, and functionality, code, and APIs; and, any other non-public information that does or may have economic value by reason of not being generally known, regardless of



whether marked or otherwise indicated as confidential or proprietary, and which should reasonably be understood to be proprietary or confidential given the nature of the information and/or the circumstances of its disclosure. Confidential Information shall not include information that:

(i) is now or subsequently becomes generally available to the public through no fault or breach on the part of Party receiving the Confidential Information (the "Receiving Party");

(ii) the Receiving Party can demonstrate that it had lawfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party as evidenced by written documentation; or, (iv) the Receiving Party lawfully obtains from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information. With respect to each of the above exceptions, the Receiving Party shall have the burden of proof.

b. Use Restrictions. To the extent that Confidential Information is exchanged and received in connection with this Agreement, the Receiving Party agrees to maintain the confidential nature of the Confidential Information of the Disclosing Party in its possession by taking reasonable steps to protect such Confidential Information from unauthorized use, access, and disclosure; such steps shall be at least equal to those taken by the Receiving Party to protect its own Confidential Information and no less than a reasonable standard of care taking into consideration the nature of the Confidential Information and the circumstances surrounding its disclosure. The Receiving Party shall only use, access, and disclose Confidential Information as necessary to fulfill its obligations under this Agreement or in exercise of its rights expressly granted hereunder. Receiving Party shall not, and shall not assist others to, directly or indirectly disclose, sell, copy, distribute, republish, disassemble, decompile, reverse-engineer, create derivative works from, demonstrate, or otherwise attempt to recreate the Confidential Information of the Disclosing Party, or allow any third party to have access to any of Disclosing Party's Confidential Information, without the Disclosing Party's prior written consent; provided that: (i) Receiving Party may disclose the Disclosing Party's Confidential Information to associated partners, professional service providers, and related entities who have a need to know; and, (ii) all use of the Disclosing Party's Confidential Information by third parties shall be subject to restrictions no less stringent than those set forth in this Agreement. Neither Party shall incorporate the Confidential Information disclosed or utilized by the other Party in any patent disclosure or Intellectual Property filing or claim, including, but not limited to, patent, Trademark, copyright, trade dress, or Trade Secret, except as authorized by the Disclosing Party, as defined below, in a prior signed writing or any other separate agreement. With the express exception of trade secrets, as described in Section 10(c) below, each Party agrees that its obligations with respect to the other Party's Confidential Information shall survive for a period of three (3) years following the termination or expiration of this Agreement.

c. Notice of Immunity Under Defend Trade Secrets Act. Notwithstanding any other provision of this Agreement, the Receiving Party will not be held criminally liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other court proceeding. If Receiving Party files a lawsuit for retaliation by the Disclosing Party for reporting a suspected violation of law, the Receiving Party may disclose the Disclosing Party's trade secrets to the Receiving Party's attorney and use the trade secret information in the court proceeding if the Receiving Party files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

d. Legally Required Disclosure. The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it (such requested information being referred to herein as "Legally Required Disclosure"), provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice (to the extent permitted by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy; (ii) discloses only such information as is required by the governmental entity; and, (iii)



uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. If such order or remedy is not obtained, any Legally Required Disclosure made by the Receiving Party shall not be deemed to violate this Agreement, provided that the Receiving Party complied with the notice requirements of this Section 10(d).

e. Fraud, Waste Reporting. Pursuant to 48 C.F.R. 52.203-19, nothing in the foregoing, is intended to restrict or shall have the effect of restricting the Receiving Party from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (e.g., Agency Office of the Inspector General).

f. Enforcement. If either Party breaches or threatens to breach the covenants hereunder, the Parties agree that the damage or imminent damage to the non-breaching Party may be irreparable and extremely difficult to estimate, making any remedy at law inadequate. Accordingly, if a Party breaches or threatens to breach any covenant in this Section 10, the non-breaching Party may seek in all jurisdictions and in all cases without the need for posting any bond or security: (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; and, (ii) any other legal and equitable relief to which it may be entitled. In addition to injunctive relief, the non-breaching Party may seek any other relief, including, without limitation, money damages. The remedies provided by this Section are not exclusive or exhaustive but are cumulative of each other and in addition to any other remedies under this Agreement or at law.

11. REPRESENTATION AND WARRANTY

a. Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Service Provider further represents and warrants that it will have in place at all times during the Term of this Agreement a suitable and valid insurance policy or policies, including all coverage in the amounts and types required by applicable law.

b. The Service Provider shall not be liable for a breach of the warranty set forth in Section 11(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within ten (10) days of the time when Customer discovers or ought to have discovered that the Services were defective.

c. Subject to Section 11(b), Service Provider shall re-perform such Services or take any other appropriate remedial measures reasonably necessary to correct such breach at no additional cost to Customer.

d. The remedies set forth in section 11(c) shall be the customer's sole and exclusive remedy and service provider's entire liability for any breach of the limited warranty set forth in section 11(a).

12. INDEMNIFICATION

a. By Service Provider. Subject to Section 14, Service Provider will at its sole cost indemnify, defend, and hold harmless Customer, its parent, subsidiaries, affiliates, executives, officers, employees, and agents from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees and court costs) ("Losses") incurred by Customer from any third-party claim, suit, action, or proceeding ("Claim") which may arise, in whole or in part, in connection with: (i) the gross negligence or willful misconduct (or other more culpable act) of Service Provider or its employees or independent contractors; and, (ii) breach by Service Provider of its obligations under this Agreement.



b. By Customer. Customer will at its sole cost indemnify, defend, and hold harmless Service Provider, its parent, subsidiaries, affiliates, executives, officers, employees, and agents from and against any and all Losses incurred by Service Provider from any Claim which may arise, in whole or in part, in connection with: (i) the gross negligence or willful misconduct (or other more culpable act) of Customer or its employees or independent contractors; and, (ii) breach by Customer of its obligations under this Agreement.

c. Procedure. As conditions of the indemnification obligations in this Section 12: (i) the Party seeking indemnification (the “Indemnitee”) will provide the indemnifying Party (the “Indemnitor”) with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor’s indemnification obligations except to the extent it is prejudiced thereby); (ii) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim (provided that the Indemnitee may engage its own counsel, at its own expense, to participate therein); and, (iii) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor’s evaluation, defense, and settlement of such Claim. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the Indemnitee (not to be unreasonably withheld).

13. DISCLAIMER OF WARRANTIES

Except for the warranty set forth in section 11(a) above, Service Provider makes no warranty whatsoever with respect to the services, including any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; or (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

14. LIMITATION OF LIABILITY

a. In no event shall service provider 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 (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of any Agreed or other remedy of its essential purpose. Service provider shall have no liability 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 arising out of or related to customer’s failure to follow any instructions given to customer by service provider.

b. In no event shall Service Provider’s aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of Contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to Service Provider pursuant to the applicable invoice.

c. The limitation of liability set forth in Section 14(b) above shall not apply to (i) liability resulting from Service Provider’s gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider’s negligent acts or omissions.

15. TERM; TERMINATION

a. Term. The term of this Agreement commences on the date the Invoice is signed by the latter of the Parties and shall continue until the completion of the Services, unless and until earlier terminated as provided under this Agreement or applicable law (the “Term”).

b. Renewal. Either Party may indicate their desire to renew this Agreement by providing the other Party with written



notice of such desire at least thirty (30) days prior to the end of the then-current Term. Upon receipt of such notice, the Parties agree to negotiate in good faith with respect to the terms and conditions under which this Agreement shall be renewed. If the Parties do not reach an agreement with respect to the renewal of this Agreement or if neither Party provides timely notice of its desire to renew this Agreement, then, subject to Section 15(a), unless earlier terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

c. Termination for Convenience. Subject to any minimum term specified on the Invoice, either Party may terminate this Agreement for any reason by giving the other Party at least thirty (30) days prior written notice.

d. Termination for Cause. Either Party may terminate this Agreement upon a material or continuing breach of this Agreement by the other Party by providing thirty (30) days prior written notice to the breaching Party, stating the cause for such desired termination, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within the thirty (30) day period following receipt of such notice of breach.

e. Termination for Default. In addition to termination permitted in the other provisions of this Section 15 or as otherwise provided in this Agreement, this Agreement may be terminated with immediate effect by either Party by providing written notice to the non-terminating Party in the event any of the following occurs:

- i. Any sum owing to the terminating Party by the other Party under any of the provisions of this Agreement is not paid within sixty (60) days of the due date for such payment;
- ii. If the other Party is indicted for the violation of any law or regulation material to the performance of its obligations hereunder; or,
- iii. If the other Party: (A) ceases to do business in the normal course; (B) becomes or is declared insolvent or bankrupt; (C) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary), which is not dismissed within ninety (90) calendar days; or (D) makes an assignment of this Agreement for the benefit of creditors.

f. Effect of Termination. If this Agreement is terminated for any reason, all amounts owed under this Agreement, together with reimbursement for unreimbursed business expenses in accordance with this Agreement through the effective date of termination, shall become immediately due and payable. Upon termination of this Agreement or at the earlier request of the Disclosing Party, Receiving Party shall, at the Disclosing Party's sole discretion and written request, immediately return, destroy, or otherwise make permanently unreadable all the Disclosing Party property in Receiving Party's control or possession, including, without limitation, files, documents, keys, access cards, and other property belonging to the Disclosing Party, as well as all hardware, software, written, graphical, and recorded materials, and any copies, back-ups, abstracts, and summaries and/or notes relating to and/or produced in connection with the Services.

16. NON-SOLICITATION

a. Of Employees/Vendors. Each Party understands and acknowledges that because of such Party's experience with and relationship to the other Party, such Party will have access to and learn about much or all of the other Party's employee and/or vendor information. "Employee information" and "vendor information" include, but are not limited to, names, phone numbers, addresses, email addresses, chain of command, pricing information, and other information identifying facts and circumstances specific to the respective employee or vendor and relevant to services. Each Party understands and acknowledges that the loss of any such employee or vendor relationship or goodwill will cause significant and irreparable harm to the other Party.

Other than with the prior written consent of the other Party, during the term of each Party's engagement with the other Party and for one (1) year immediately thereafter, neither Party shall, directly or indirectly, on behalf of any



person or entity, cause, induce, solicit, or encourage (“Solicit”), or attempt to Solicit, using any form of oral, written, or electronic communications, any existing or prospective employees, contractors, consultants, managers, officers, directors, business partners, agents, representatives, advisors, or suppliers of the other Party to terminate or materially alter an existing employment or business relationship with the other Party. For the sake of clarity, “prospective employees, contractors, consultants, managers, officers, directors, business partners, agents, representatives, advisors, or suppliers” means employees, contractors, consultants, managers, officers, directors, business partners, agents, representatives, advisors, or suppliers solicited or contacted in any way by the other Party or its employees for the purposes of establishing an employment, engagement, or other business relationship during the one (1) year period immediately preceding effective date of the termination of such Party’s engagement with the other Party. It shall not constitute a breach of this Section 16(a) if any existing or prospective employees, contractors, consultants, managers, officers, directors, business partners, agents, representatives, advisors, or suppliers, of the other Party is (1) contacted pursuant to a general solicitation through media or by a search firm, in either case, that is not directed specifically to any existing or prospective employees, contractors, consultants, managers, officers, directors, business partners, agents, representatives, advisors, or suppliers of the other Party unless such solicitation is undertaken as a means to circumvent the restrictions contained in or to conceal a violation of this Section 16(a).

b. Of Customers. Each Party understands and acknowledges that because of such Party’s experience with and relationship to the other Party, such Party will have access to and learn about much or all of the other Party’s customer information. “Customer information” includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to sales or services. Each Party understands and acknowledges that the loss of any such customer relationship or goodwill will cause significant and irreparable harm to the other Party.

Other than with the prior written consent of the other Party, during the term of each Party’s engagement with the other Party and for one (1) year immediately thereafter, neither Party, directly or indirectly, on behalf of any person or entity, Solicit or attempt to Solicit, using any form of oral, written, or electronic communications, any existing or prospective clients or customers of the other Party to terminate or materially alter an existing business relationship with the other Party. For the sake of clarity, “clients or customers” means any persons or entities who have engaged the services of the other Party and, in the event the other Party is a subcontractor under a prime contract where the client or customer is either the prime contractor or subcontractor engaging the other Party’s services, each contractor above the other Party on such prime contract and the end user or end beneficiary of such prime contract. For the sake of clarity, “prospective clients or customers” means prospective clients or customers solicited or contacted in any way by the other Party or its employees during the one (1) year period immediately preceding the effective date of the termination of such Party’s engagement with the other Party. Notwithstanding the foregoing, with respect to the U.S. government, “clients or customers” shall only include the specific agency, divisions, bureau, or unit of the U.S. government engaged, or solicited or contacted in any way, by the other Party or its employees during the one (1) year period immediately preceding the effective date of the termination of such Party’s engagement with the other Party. Notwithstanding the foregoing, contact by either Party with any existing or prospective clients or customers of the other Party shall not constitute a breach of this Section 16(b) if such Party did not initiate such contact.

17. COMPLIANCE WITH LAWS

a. General. The Parties agree to comply with all federal, state and local statutes, regulations, ordinances, and rules, as well as any and all Customer policies and procedures (that are provided to Service Provider or created by Service Provider on Customer’s behalf) relating, directly or indirectly, to Service Provider’s performance hereunder, including, but not limited to, all applicable laws pertaining to equal employment opportunity, insider trading, and procurement integrity.



b. Anti-Bribery, Export, and Legal Compliance. With respect to the Services that Service Provider will provide under this Agreement, Service Provider agrees that it will adhere to and comply with all applicable U.S. and non-U.S. laws, rules, and regulations, including but not limited to, anti-bribery measures such as the U.S. Foreign Corrupt Practices Act, and will not give, offer, agree, or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence. Service Provider's failure to comply with all such laws, rules, and regulations may result in immediate termination of this Agreement by Customer at Customer's selection. Service Provider shall also comply with all applicable U.S. and non-U.S. laws, rules, and regulations pertaining to export control, homeland security, anti-boycott, and embargo measures. Should Service Provider contemplate a transaction outside the United States that may raise issues related to any of the above, Service Provider will refer the proposed transaction to Customer for its advance review and, where appropriate, approval, prior to the execution of said transaction.

c. Not Suspended or Debarred. Service Provider represents that it: (i) is not suspended or debarred or proposed for suspension or debarment by any Federal, state, or local government department or agency; (ii) has not, within a three (3) year period preceding the Effective Date, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract, violation of federal or state anti-trust statutes relating to the submission of, offer, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and, (iii) is not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the foregoing offenses.

d. EEO Clause. Service Provider shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

e. Privacy and Data Security. To the extent either Party is or becomes subject to any domestic and/or international data and security or privacy laws as may be updated or come into effect from time to time, each Party represents and warrants that it will adhere to these laws and associated regulations and rules. In the event either Party determines that the Services provided under this Agreement (including Services rendered under any future amendment hereto) are subject to such laws and associated regulations and rules, such Party shall promptly notify the other Party of its determination in writing and each Party agrees to promptly execute, without any additional compensation, any and all additional documents or agreements as may be required to comply with such laws and associated regulations and rules as may be updated or come into effect from time to time. For more information regarding Service Provider's collection, processing, storage, and retention of personal information, please see Service Provider's privacy notice as is available upon request and as may be revised in Service Provider's sole discretion from time to time.

18. MISCELLANEOUS.

a. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

b. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations



to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, disease, epidemics, pandemics, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority in its sovereign or contractual capacity, including imposing an embargo, or other unforeseeable events, whether similar or dissimilar to any of the foregoing, beyond the control of a Party and against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts; provided that such Party takes commercially reasonable efforts to mitigate the impacts of such force majeure and perform notwithstanding and such Party resumes performance of its obligations when the force majeure event has been remedied. If the delay or failure of either Party to perform its obligations exceeds thirty (30) days, the other Party may, at its discretion, terminate this Agreement by written notice to the non-terminating Party following such thirty (30) day period. In the event of the termination of this Agreement as a result of such force majeure event, the Parties will negotiate in good faith to determine a fair and reasonable payment for all Services performed up to the date of such termination, taking into account any prior contractual commitments entered into in reliance on the performance of the Agreement. No such termination shall relieve Customer of the obligation to reimburse Service Provider for any expenses incurred in advance of such termination and the remittance of such expense reimbursement shall be in addition to the fair and reasonable payment agreed by the Parties with respect to the Services performed up to the date of such termination.

c. Assignment. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Service Provider may assign any of its rights or delegate any of its obligations without the consent of Customer to (i) an affiliate, or (ii) any person incident to a reorganization, merger, or consolidation or transfer of all or substantially all of Service Provider's assets. Except as described in the previous sentence, Service Provider may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Customer. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

d. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

e. Costs. Subject to any provision to the contrary in this Agreement or the Invoice, each Party shall pay its own costs in connection with and incidental to the negotiation, preparation, execution, and carrying into effect of this Agreement.

f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to, or shall confer upon, any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

g. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

h. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Orlando and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such



courts in any such suit, action, or proceeding.

i. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other Party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this Section.

j. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

k. Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive or exhaustive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

l. No Set-Off. Except as authorized herein, each Party shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by the other Party whether under this Agreement, applicable law, any Invoice, or any other agreement at any time.

m. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in the notice provisions of this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

n. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 7 – 14, 15(f), and 16 - 18.

o. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

p. Entire Agreement. The terms of this Agreement, together with the Invoice(s), are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and supersede all prior understandings and agreements, whether written or oral. The Parties further intend that this Agreement, together with the Invoice(s), shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.