

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is between GuideIT, LLC (“GuideIT”), and the entity (“Customer”) which has accepted this MSA through an order form or other document which references this MSA (in either case, an “Order Form”). Capitalized terms used in this MSA are defined where they are used and have the meanings there indicated. This MSA sets forth the terms and conditions that govern the Services provided under Statements of Work. GuideIT and Customer are also referred to in this MSA individually as a “Party” and collectively as the “Parties”.

1. Services.

1.1 Statements of Work. GuideIT will perform the services and functions and have the responsibilities (collectively, the “Services”) set forth in statements of work agreed to pursuant to an order form or other document referencing such statement of work and/or statements of work executed by the Parties from time to time (in each case, a “Statement of Work” or “SOW”), which shall be subject to the terms of this MSA and deemed to be a part of this MSA for all purposes.

1.2 Change Control Procedures. The parties will utilize the Change Control Procedures defined in Exhibit A to implement Changes. “Changes” are defined as any (i) changes to the software or products provided by GuideIT under a SOW (ii) changes to the scope of Services, including any changes to Customer’s obligations under this SOW, or (iii) changes to the provisions of a SOW or this MSA, including changes to the Charges under a SOW.

2. Charges; Payment Terms. Customer will pay GuideIT the amounts for the Services specified in each SOW (the “Charges”). Unless otherwise provided in the applicable SOW, GuideIT will invoice Customer monthly in advance for fixed Charges and in arrears for all other Charges due under this MSA. Customer will pay all Charges due in United States dollars within 20 days of the date of GuideIT’s invoice via automated clearinghouse (ACH) pursuant to instructions delivered by GuideIT’s Customer Executive, Accounting Specialist, Financial Controller, or Chief Financial Officer. Past due amounts will accrue interest in the amount of one and one-half percent per month of the overdue amount, or the maximum rate permitted by law, whichever is less.

3. Cost of Living. Except as provided in a particular SOW, the rates for the Charges in each SOW with a term of more than one year will be adjusted, effective on the applicable anniversary of such SOW, for the increase, if any, in the cost of living by multiplying the rates for the Charges in effect immediately prior to such anniversary by the following factor (if the Current ECI is greater than the Prior ECI):

$$\text{Current ECI/Prior ECI}$$

“ECI” means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, a comparable index published by the United States Department of Labor or another reputable source agreed to by the parties.

“Current ECI” means the ECI most recently published at the time of the applicable anniversary.

“Prior ECI” means the ECI most recently published prior to (i) with respect to the first anniversary, the effective date of this MSA or SOW and (ii) with respect to all subsequent anniversaries, the immediately preceding anniversary on which an adjustment was made or, if no prior adjustment has been made, the effective date of this MSA or SOW.

4. Expenses. Customer will reimburse GuidelT for actual, reasonable, out-of-pocket expenses, including travel expenses, incurred by GuidelT in the performance of the Services.

5. Taxes. Customer will pay sales and use taxes payable with respect to the Services under applicable law; provided that Customer will not be required to pay or reimburse GuidelT for taxes based upon the net worth, capital, net income, or franchise of GuidelT. Taxes will be added to the Charges, as applicable, and stated as separate items on the applicable invoice.

6. Termination. This MSA and SOWs may be terminated as follows: (i) if Customer fails to pay any of the Charges due under any SOW and does not cure the default within ten days after receiving written notice of such failure, GuidelT may terminate the SOW or this MSA (and all SOWs) by providing ten days prior written notice to Customer; (ii) if either Party materially defaults (other than a payment default) in the performance of any term of a SOW or this MSA with respect to a specific SOW and does not substantially cure such default within 30 days after receiving written notice of such default, then the non-defaulting Party may terminate the SOW by providing ten days prior written notice; or (iii) either Party may terminate this MSA if there are no outstanding SOWs by providing the other Party with written notice.

7. Confidentiality.

7.1 Confidential Treatment. Each Party (each, a “Receiving Party”) agrees to keep confidential all Confidential Information, as defined below, received from the other Party (each, a “Disclosing Party”) without regard to whether it is marked “Confidential.” The Receiving Party will use at least the same degree of care, but at least a reasonable degree of care, to keep confidential the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar type or of similar importance. The Receiving Party may disclose the Disclosing Party’s Confidential Information to its directors, officers, and employees, consultants, advisors, and subcontractors who need to know it for purposes contemplated by this MSA and who have appropriate obligations to the Receiving Party to keep confidential the Disclosing Party’s Confidential Information. “Confidential Information” means written, confidential, and proprietary information of a Disclosing Party that is not generally available to the public, but does not include any information that (i) is generally known, or readily ascertainable by proper means, by the public other than through a breach of this MSA by the Receiving Party; (ii) was known by the Receiving Party on a non-confidential basis prior to receipt under this MSA; (iii) is received without a similar restriction on disclosure from a third party by the Receiving Party, or (iv) is independently developed by the Receiving Party.

7.2 Required Disclosures. If the Receiving Party is required to disclose the Disclosing Party’s Confidential Information as a result of an administrative or judicial proceeding, pursuant to a

subpoena, warrant, or civil investigative demand, or as a result of a law or regulation, the Receiving Party will, to the extent permitted by law, notify the Disclosing Party of such request and cooperate with the Disclosing Party, at the Disclosing Party's expense, if the Disclosing Party seeks a protective order or similar measure to limit the disclosures required to be made.

7.3 Injunctive Relief. Each Party agrees that the other Party will be entitled to seek injunctive relief in order to prevent the unauthorized possession, use, disclosure, or knowledge of such other Party's Confidential Information, as well as to receive damages or other relief as may be granted in connection with an unauthorized disclosure.

7.4 HIPAA. Unless a Business Associate Agreement is referenced in the Order Form or SOW, Customer agrees that: (i) GuideIT is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Services may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Services will not be used in any manner that would require GuideIT or the Services to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). If a Business Associate Agreement is referenced in the Order Form or SOW, the Business Associate Agreement set forth at <https://www.guideit.com/bsa/> will apply to the Services. In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

8. Customer Responsibilities. Customer will perform all of its responsibilities and obligations set forth in the applicable SOW and will further reasonably cooperate with GuideIT in timely facilitating the performance of the Services by GuideIT, including, when requested by GuideIT, providing GuideIT with timely access to Customer personnel and systems, causing Customer's other service providers and vendors to reasonably cooperate with GuideIT, making and communicating Customer management decisions to GuideIT, providing GuideIT with information, and issuing approvals and acceptances or communicating the fact that they are being withheld and the reasons therefor. In the event GuideIT personnel are working onsite at a Customer location, Customer will provide such personnel with a reasonable work environment, including office space, furniture, telephone, and other necessary equipment, supplies, and services required by such personnel to perform the Services. If GuideIT needs to access and use any third-party hardware or software licensed by Customer in order for GuideIT to provide the Services, Customer shall provide GuideIT with the right to access and use such software and hardware at no expense to GuideIT. Unless otherwise specifically provided in a SOW, Customer will be responsible for backing up Customer data on Customer's systems, disaster recovery, and business continuity.

9. Representations and Warranties.

10.1 GuideIT's Representations and Warranties.

(a) GuideIT represents that (i) it is a limited liability company validly existing and in good standing under the laws of Delaware and has all requisite limited liability company power and authority to execute, deliver, and perform its obligations under this MSA and

(ii) it is duly qualified, registered, or authorized to do business and is in good standing in every jurisdiction in which it is required to take such action, except where it would not have a material adverse effect on GuideIT.

(b) GuideIT warrants that it will perform the Services utilizing properly trained personnel in a manner consistent with good practice in the services industry. If GuideIT breaches this warranty, it shall supply services to correct or replace the work at no charge.

10.2 Customer's Representations and Warranties. Customer represents that it is validly existing and in good standing under the laws of state where it is organized and has all requisite power and authority to execute, deliver, and perform its obligations under this MSA and (ii) it is duly qualified, registered, or authorized to do business and is in good standing in every jurisdiction in which it is required to take such action, except where it would not have a material adverse effect on Customer.

10.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1, ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF GUIDEIT IS INFORMED OF SUCH PURPOSE), NON-INFRINGEMENT, SUITABILITY, AND RELATING TO THIRD PARTY PRODUCTS OR SERVICES, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE THAT (I) ANY DELIVERABLE WILL MEET CUSTOMER REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR (II) ANY SECURITY SERVICES OR MEASURES CAN OR WILL PREVENT ALL INTRUSIONS OR BREACHES. EXCEPT FOR REALES, WHICH ARE GOVERNED AS SET FORTH IN SECTION 15 BELOW, ALL THIRD-PARTY SOFTWARE AND EQUIPMENT PROVIDED BY GUIDEIT, IS PROVIDED "AS IS," BUT GUIDEIT WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO ASSIST CUSTOMER IN ENFORCING ANY THIRD-PARTY WARRANTY IN PLACE WITH RESPECT TO SUCH SOFTWARE OR EQUIPMENT.

10. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY FOR BREACH OF SECTION 7.1, FRAUD, OR WILLFUL MISCONDUCT, A PARTY WILL NOT BE LIABLE TO THE OTHER PARTY (I) IN AN AGGREGATE AMOUNT GREATER THAN THE TOTAL FEES PAID TO GUIDEIT UNDER THE APPLICABLE SOW (EXCLUDING AMOUNTS PAID FOR THE REIMBURSEMENT OF EXPENSES AND TAXES) DURING THE 12 MONTHS PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED NOR (II) FOR ANY LOST PROFITS OR REVENUE (OTHER THAN THOSE RELATING TO CHARGES AND FEES PAYABLE UNDER THE TERMS OF THIS MSA), LOSS OR CORRUPTION OF DATA OR SOFTWARE, DAMAGE TO GOODWILL OR REPUTATION, OR LOSSES DUE TO BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS MSA AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnities. GuideIT and Customer shall each indemnify, defend and hold the other harmless from all claims, damages, demands, liabilities, costs and expenses, arising by reason of any claim for personal injury of any agent, employee, customer or business visitor of the indemnitor or damage to

tangible property (other than data or information) owned or leased by the indemnitor, to the extent caused by the negligence or willful misconduct of the indemnitor; provided, however, that indemnitee gives indemnitor: (a) prompt written notice of any such claims, except that failure or delay to so notify indemnitor shall not relieve indemnitor from its obligations hereunder except to the extent that such failure or delay prejudiced indemnitor's defense of such claim; (b) reasonable assistance in defending the claim; and (c) sole authority to defend or settle such claim.

12. Insurance. GuideIT agrees to provide and to maintain in effect at all times during the term of any SOW under this MSA, at GuideIT's sole expense, the following minimum insurance coverage:

13.1 Workers' Compensation. Workers' compensation insurance covering all GuideIT employees based in the United States in accordance with applicable statutory, federal, and other legal requirements and employers' liability insurance covering all GuideIT employees based in the United States.

13.2 General Liability. Commercial general liability insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of the provision of services and/or deliverables with limits of \$2,000,000 per occurrence and annual aggregate (limits may be met using a combination of primary and umbrella/excess policies).

13.3 Automobile Liability. Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles in an amount of \$1,000,000 per accident combined single limit for bodily injury and property damage (limits may be met using a combination of primary and umbrella/excess policies).

13. Proprietary Rights. Titles to all patents, copyrights, trade secrets, and other proprietary rights in or related to any software (including all of the parts thereof) or documentation provided by GuideIT under any SOW (collectively, "Software") are and will remain the exclusive property of GuideIT or its licensors. Unless otherwise specifically agreed in writing, GuideIT or its licensors and will own all rights in any copy, translation, modification, adaptation, or derivation of the Software, including any improvement or development thereof, whether or not authorized by GuideIT or its licensor. At the request of the GuideIT, Customer shall execute and deliver to GuideIT any instrument that may be appropriate to assign these rights to GuideIT or perfect these rights in GuideIT or its licensor's name.

14. Products and Services Used to Deliver Services and Resales. Unless the Parties enter, or have entered, into a separate, written agreement (which may include an order form or SOW) signed by both Parties with respect to a third party's products and services that are used to deliver the Services and/or the resale of services or equipment by GuideIT to Customer, the Parties agree that the use of third party services and products to deliver the Services and resales of services or equipment are made pursuant to the applicable GuideIT terms and conditions (the "Online Terms and Conditions"), which are available at <https://www.guideit.com/guide-it-terms-conditions/>. Customer hereby acknowledges receipt and acceptance of the Online Terms and Conditions.

15. Export. Customer will comply fully with all applicable export laws and regulations of the United States, the European Union, and other countries ("Applicable Export Laws") and assure that no deliverables provided by GuideIT under this MSA are (a) exported, directly or indirectly, in violation of

applicable export laws; or (b) intended to be used for any purposes prohibited by the applicable export laws, including nuclear, chemical, or biological weapons proliferation. The Parties will not take any actions that would cause either Party to violate the United States Foreign Corrupt Practices Act of 1997, as amended.

16. Notices. Any notice required under this MSA shall be provided to the other Party in writing. If Customer has a legal dispute with GuidelT or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to:

GuidelT, LLC
101 E. Park Blvd., Suite 1001
Plano, TX 75074
Attention: General Counsel

If GuidelT has a legal dispute with Customer or GuidelT wishes to provide notice under the Indemnification Section of this Agreement, or if GuidelT becomes subject to insolvency or other similar legal proceedings, GuidelT will promptly send notice to the address for Customer set forth in the applicable SOW.

17. Legal Expenses. If legal action is taken by either Party to enforce its rights under this MSA, all costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees and court costs, will be paid by the other Party.

18. Severability. If any provision of this MSA is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions will remain in full force and effect.

19. Governing Law. This MSA shall be governed by the laws of Texas without giving effect to any rules of conflicts of law. Both parties waive their right to a jury trial as to any or all of the issues arising out of or related to this MSA. Both parties agree that venue of any disputes arising from this MSA will be in Collin County, Texas.

20. No Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this MSA will not constitute a waiver of any other default or breach.

21. Independent Contractor Relationship; Assignment. The Parties are independent contractors. Neither Party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another Party except as specified in this MSA. Neither Party may assign or transfer this MSA without the consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment in violation of this Section will be void.

22. No Third-Party Beneficiaries. This MSA is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity.

23. Excused Performance; Force Majeure.

24.1 Excused Performance. If GuidelT fails to perform its obligations under this MSA (including failing to meet any service levels included in an SOW), such failure will be excused to the extent that it is caused by (i) the negligent or wrongful acts or omissions of Customer or its agents or other vendors, (ii) failure of Customer or its agents or other vendors to act in accordance with GuidelT's reasonable written recommendations, (iii) the failure of Customer to timely perform its obligations or responsibilities under the MSA or an applicable SOW, (iv) untimely, incomplete or inaccurate information provided by Customer; (v) the failure of equipment or software or in a manner that is not GuidelT's fault; or (iv) the failure of a third party (other than a GuidelT subcontractor) to perform its contractual obligations. GuidelT will, as a condition to claiming excused performance, promptly notify Customer of events that would excuse its performance and use its commercially reasonable efforts to continue performance and to mitigate the impact of such events. GuidelT will be entitled to recover any increased costs of performance reasonably demonstrated to be caused by such events.

24.2 Force Majeure. Neither party shall be liable for any failure or delay in its performance (other than non-payment) caused in whole or in part by fire, strike, flood, embargo, labor dispute, telecommunications failure or delay, act of sabotage, terrorism, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any similar act or omission or other cause beyond such Party's reasonable control, provided that it notifies the other party as soon as practicable and uses reasonable commercial efforts to resume performance.

25. Media Releases. Each Party acknowledges and agrees that it will not use the other Party's name and/or logo, including but not limited to press releases, brochures, and website locations, without the other Party's prior written approval; provided that GuidelT may use Customer's name in its customer listings, as created from time to time during the time this MSA is in effect.

26. Survival. Any sections of this MSA and SOWs hereunder that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this MSA and any applicable SOW, will survive and continue in effect and will inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors, and assigns.

27. Limitation Period. Neither Party may institute any action in any form arising out of this MSA nor any SOW more than two years after the cause of action has arisen.

28. Modification. This MSA, and SOWs hereunder, may not be modified or amended except in a writing signed by a duly authorized representative of each Party or, in the case of an SOW, a change control process, which may be GuidelT's standard change control process if it is provided to Customer and Customer uses such process.

29. Non-Solicitation. During any period in which there is an active SOW under this MSA and for 12 months thereafter, neither Party will, directly or indirectly, solicit for employment or engagement as a contractor or employ or engage as a contractor, any person who is or was an employee or contractor of the other Party during the prior six months and with whom the Party otherwise seeking to engage such person had substantive contact as a result of the provision or receipt of the Services; provided that this provision will not prohibit the employment a Party from hiring any person responding to a general solicitation as long as such solicitation was not intended to circumvent this provision.

30. Purchase Orders. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order or similar document to order Services or for Resales. The Parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to (except for additional terms that specify the items purchased and the quantity and price of such items) the terms and conditions of this MSA or, with respect to Resales, the Reseller Terms and Conditions, will have no effect whatsoever and GuideIT hereby rejects all such terms and conditions.

31. Counterparts. This MSA and any SOW hereunder may be executed in counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

32. Entire Agreement; Conflicts. This MSA the SOWs and, with respect to Resales, the Reseller Terms and Conditions contain all the agreements, representations, and understandings of the Parties and supersede all previous understandings, commitments, representations, or agreements, oral or written, with respect to the subject matter of this MSA. In the case of any conflict between this MSA and a SOW, the SOW shall prevail with respect to the interpretation of such SOW.

Exhibit A
Change Control Procedures

The Parties will use the following procedures (the “Change Control Procedures”) to implement Changes. “

- (A) Changes. Changes will be implemented only by mutual written agreement of the parties through these Change Control Procedures. All requests for Changes will include a reasonably detailed description of the requested Change together with the basis for such Change. All requests for Changes by Customer will be communicated to GuidelT in writing through the Customer’s designated representative or his or her authorized designee. GuidelT will have no obligation to implement Changes requested by other Customer personnel. All requests for Changes by GuidelT will be communicated in writing to Customer through GuidelT’s designated representative.
- (B) Implementation of Changes. Promptly after any approval of a Change by GuidelT’s and Customer’s designated representatives, the parties will execute a change order (the “Change Order”), the form of which will be mutually agreed by the parties, to incorporate the Change and jointly communicate their requirements to the project teams as appropriate. No Change Order will be valid unless (i) it is executed by both parties, (ii) the Change Order specifically refers to the SOW or provision of the MSA subject to the Change, (iii) the Change Order expressly states any and all Changes to the fees payable by Customer and any schedules or exhibits to the SOW.
- (C) Changes Initiated by Customer. Within ten business days after GuidelT receives a request from Customer for a Change, GuidelT will prepare and provide to Customer a written response summarizing the impact, if any, of the proposed Change on (i) any applicable schedule for performing the Services, including but not limited to Customer’s obligations under the SOW; (ii) the resources required to perform services resulting from the proposed Change; (iii) the additional Charges, if any, for the proposed Change to the Services or software or products provided by GuidelT. Within ten business days, or other time period as the Parties may agree in writing, after receiving such information Customer will approve or reject GuidelT’s response or withdraw the request for such Change. Customer’s failure to approve or reject GuidelT’s response or withdraw the request within the applicable time period will be deemed a rejection of GuidelT’s response, and the Change will not be implemented by GuidelT.
- (D) Changes Initiated by GuidelT. Concurrent with the submission of a request for a Change by GuidelT, GuidelT will provide to Customer a written proposal summarizing the effect, if any, of the proposed Change on (i) any applicable schedule for performing the Services, including but not limited to Customer’s obligations under the SOW; (ii) the resources required to perform Services resulting from the proposed Change; (iii) the additional Charges, if any, for the proposed Change to the Services or software or products provided by GuidelT. Within ten business days, or other time period as the Parties may agree in writing, after receiving such proposal, Customer will approve or reject the requested Change. Customer’s failure to approve or reject the requested Change within the applicable time period will be deemed a rejection of such request, and the Change will not be implemented by GuidelT.