

CARASOFT RIDER

Please review and approve the Carahsoft Rider (“Rider”).

The Carahsoft Rider contains mandatory terms for all public sector contracts (i.e. GSA, SEWP, NASPO, Open Market orders, etc.). By signing this document, you agree to the incorporation of these terms into all purchase orders placed by Carahsoft on behalf of Public Sector Entities who buy through Carahsoft and/or Carahsoft’s prime contractors.

These terms will take precedence over any conflicting terms in your Commercial Supplier Agreement (i.e. End User License Agreement, EULA, Master Service Agreement, or similar document) with Public Sector Entities. These terms will also take precedence over any conflicting terms contained within the Manufacturer Agreement (i.e. Channel Agreement, Distributor Agreement, Aggregator Agreement, Reseller Agreement, VAD Agreement, VAR agreement, or similar document) you may have in place with Carahsoft Technology Corp., if applicable. Lastly, these terms will take precedence over any conflicting terms in any Statement of Work (or similar document) you may have in place with Carahsoft Technology Corp.

A Public Sector Entity (“Licensee”) is defined as one of the following:

- A member of the U.S. government’s legislative, judicial or executive branches. This includes the department of defense, civilian agencies, intelligence agencies, independent agencies, special inspector general offices, and quasi-official agencies (i.e. National Gallery of Art, National Park Foundation, etc.).
- U.S. state or local government entity. This includes all applicable state agencies, counties, cities, municipalities, and similar entities within a state, the District of Columbia, or one of the territories of the United States.
- An Academic Institution is defined as an accredited institution, and must be organized and operated for educational purposes. The institution must receive funding (partial or full) from a federal, state, or local agency, and must meet one of the following criteria:
 - Public or private elementary, secondary, vocational school, correspondence school, junior college, university, post-graduate school such as a medical college, law school, or business school, management school board, school for disabled, scientific, research, or technical institutions accredited by U.S. Department of Education and State Board of Education, or, by associations recognized by U.S. Department of Education, including the district, regional, and State Administrative offices.
 - Administrative Offices or Board of Education for academic institutions as defined as:
 - A district, regional or state administrative office of public educational institution
 - Administrative entities organized and operated exclusively for private academic institutions
 - Other state or local government entities whose activities consist of administrative support or services for the advancement of public academic institutions.
 - Full-time or part-time faculty, staff, or, matriculated students in good academic standing at an accredited academic institution. Libraries associated with an accredited academic institution
 - Hospitals and teaching hospitals that are wholly owned and operated by an academic institution.
 - Higher Education Research laboratories that are associated with an academic institution, recognized by the U.S. Department of Education, and teach students as part of their research mission.

Manufacturer Name:

DocuSigned by:
Signature: *Robb Allen*
BE97DD766999414...

Print Name: Robb Allen

Title: CEO

Date: 7/13/2020

DocuSigned by:
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By signing above, I have read and agreed with all info regarding the RIDER.

Carahsoft Rider for Public Sector Agencies

- 1. Applicability.** The terms and conditions in the Manufacturer Agreement and Commercial Supplier Agreement are hereby incorporated by reference to the extent that they are consistent with applicable public sector law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's Agreements or Commercial Supplier Agreement are inconsistent with applicable public sector law (i.e. See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders or contracts with Carahsoft.
- 2. Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Commercial Supplier Agreement must be signed by a duly warranted contracting officer, in writing. The same requirement applies to Commercial Supplier Agreement modifications affecting the rights of the parties. All terms and conditions intended to bind the Public Sector Entity must be included within the contract signed by the Public Sector Entity
- 3. Termination.** If a Public Sector Entity cancels or terminates its corresponding order with Carahsoft, Carahsoft's reseller partner or a higher tier prime or subcontractor, as applicable, then Carahsoft will have the right to cancel the related order with Manufacturer in the same manner as the cancellation or termination is presented by the Public Sector Entity. In such a cancellation event, Carahsoft will notify Manufacturer as soon as reasonably possible on the specific details of the order cancellation.

 - Carahsoft may request cancellation or termination of the Commercial Supplier Agreement and applicable Public Sector Entity purchase order on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions (or applicable dispute resolutions process) or if such remedy is otherwise ordered by applicable jurisdictional court.
- 4. Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109), Federal Tort Claims Act (28 U.S.C. §1346(b)), or applicable dispute resolution process.
- 5. Dispute Resolution and Venue.** Any disputes relating to the Commercial Supplier Agreement shall be resolved in accordance with the FAR, the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, or applicable dispute resolutions process.
- 6. Customer Indemnities.** All Commercial Supplier Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted.
- 7. Contractor Indemnities.** All Commercial Supplier Agreement clauses that (1) violate applicable judicial department's right (i.e. 28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- 8. Renewals.** All Manufacturer Agreement and Commercial Supplier Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban (or similar/applicable ban) on automatic renewal are hereby deemed to be deleted.

9. Future Fees or Penalties. All Commercial Supplier Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

10. Travel and Expenses. Out-of-pocket expenses identified in a quote, statement of work, professional services agreement (or similar agreement) must be submitted for payment no more than sixty (60) days after completion of Services or such payment may be denied. Manufacturer shall ensure that travel expenses are incurred in accordance with the limitations set forth in FAR 31.205-46. Manufacturer will provide budgetary estimates for all travel and expense fees on its quotes (or Statement of Works/Professional Service Agreements) to Carahsoft.

11. Limitation of Liability: Subject to the following:

- Public Sector Entity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Public Sector Entity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the Public Sector Entity's right to recover for fraud or crimes under applicable fraud statute, such as the False Claims Act, 31 U.S.C. §§ 3729-3733.

12. Public Access to Information. Manufacturer agrees that the Commercial Supplier Agreement contains no confidential or proprietary information and acknowledges the Commercial Supplier Agreement will be available to the public.

13. Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

CLIENT ID	<CID>
MSA ID	<DOC_ID>

This Master Services Agreement (this “**Agreement**”) is effective as of <Effective Date> (“**Effective Date**”) and is between Effectual, Inc. (“**Effectual**”), a Delaware corporation with an address of 12 Hudson Place, 2nd Floor, Hoboken, New Jersey 07030 and <Client Name> (“**Client**”), a <Client Entity Type> with an address of <Client Address>. (This Agreement refers to Effectual and Client individually as a “**Party**” and collectively as the “**Parties.**”)

BACKGROUND

Effectual provides certain professional services, known as both “managed services” and “professional services,” and the parties have agreed that Effectual will provide them to Client in exchange for compensation. Such services may include assistance with software and computer networks, as well as purchasing cloud services and on-premise software on Client’s behalf. This main body of this Agreement sets forth terms applicable to all such services, while this Agreement’s Schedules set forth terms specific to each type of service and Service Orders list the services in question and govern individual purchases. (Schedule and Service Order are defined below.) Such Schedules and Service Orders are incorporated into this Agreement by this reference.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as set forth below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

“**Affiliate**” means any person or entity that a Party controls, that controls a Party, or that is under common control with a Party. For purposes of the preceding sentence, “**control**” means the beneficial ownership or control of 50% or more of the equity interest in an entity or the ability to direct or cause the direction of the management or affairs of an entity, whether through the direct or indirect ownership of voting interests, by contract, or otherwise.

“**Client Materials**” means all of the following provided or made available to Effectual pursuant to the Services: (a) Client’s or its Affiliate’s data, information, scripts, video, sound, music, graphics, images, and other content; and (b) Client’s or its Affiliate’s software, whether licensed or owned, excluding Third Party Products.

“**Confidential Information**” is defined below in Section 5.1 (*Confidential Information*).

“**Data Protection Laws**” means laws and regulations governing privacy or the handling of private information, including without limitation, if and where applicable, the California Consumer Privacy Act of 2018 and its implementing regulations (“**CCPA**”), the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, and the European Union’s General Data Protection Regulation and its implementing laws and regulations (“**GDPR**”), as each may be amended from time to time.

“**Deliverable**” means any item identified as a “Deliverable” in a Service Order that is delivered to Client by or on behalf of Effectual or an Effectual Affiliate. Deliverables do not include Effectual Staff Tools or Third-Party Products.

“**Effectual Staff Tools**” means software, hardware, methods, models, know-how, practices, data, information, designs, algorithms, utilities, diagrams, materials, and other tools Effectual uses to serve its clients, including without limitation to provide Services to Client, as well as all improvements, modifications,

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additions, and enhancements thereto. Effectual Staff Tools may include, without limitation, products and services provided to Effectual by Third Parties. Where a Third Party provides products or services both to Effectual and to Client, the components provided to Effectual are Effectual Staff Tools, but the components provided to Client are not.

“MSA” means this main body of this Agreement. The MSA excludes Schedules, Services Orders, and other attachments.

“Schedule” means an attachment to this Agreement, added as of the Effective Date or later, identifying and governing Services available to Client, specifically referencing this Agreement, and executed by each party’s authorized representative. Schedules include “Professional Services Schedules” and “Managed Services Schedules.”

“Services” means the professional services that a Service Order calls on Effectual to provide to Client. Services may be designated “professional services” or “managed services.” Services are limited to assistance provided by people and do not include software-as-a-service or other provision of remote-hosted technology, even if Effectual purchases access of such hosted technology on Client’s behalf or assists with management of such technology.

“Service Order” means an order specifying financial commitments and other terms, specifically referencing this Agreement and a Schedule, and executed by each Party. Service Orders may also be called “Statements of Work” or “SOWs.”

“Service Renewal Term,” “Service Term,” and “Term” are defined in Section 11.1 (*Term*) below.

“Third Party” means any person or entity that is not a Party or a Party’s Affiliate.

“Third Party Product” means any Third-Party software, hardware, software-as-a-service, other cloud service, or other product or service provided to Client by, through, or with the assistance of Effectual. Third Party Products may include, without limitation, products and services acquired by Effectual at Client’s request and products and services Effectual distributes to Client. Where a Third Party provides products or services to both Effectual and to Client, the components provided to Client are Third Party Products and the components provided to Effectual are not.

“TPP Contract” means a contract between Client and a Third Party for products or services provided by a Third Party, including without limitation Third Party Products. TPP Contracts include, without limitation, contractual requirements of a Third Party providing hosting services for Client’s benefit (e.g., Amazon Web Services), such as acceptable use policies, service level agreements, and copyright notice policies.

2. PERFORMANCE OF SERVICES.

2.1. Service Orders.

Effectual shall perform the Services in accordance with the applicable Service Order. Effectual may delegate performance of Services to its Affiliate. The parties may add additional Services by execution of additional Service Orders, provided no Service Order will be effective unless the parties have executed a Schedule governing the Services type in question. For the avoidance of doubt, no Schedule creates obligations for Effectual or Client until both parties execute a corresponding Service Order. Each Service Order will include such terms as the Parties may agree, which may include the following (without limitation):

- A statement of the work to be performed;
- A list of Deliverables;
- A proposed schedule of activities, with commencement and termination dates for Services;
- A list of tools required to complete the work;
- A statement describing Client requirements; and
- Billing details, including fees and estimated costs.

Effectual will not be bound by the terms of any Client purchase order or by any terms not executed by Effectual’s authorized representative.

2.2. Change Orders.

The parties may alter the requirements of a Service Order solely through a written change order executed by authorized representatives of each Party (a “**Change Order**”). Either party may propose a Change Order, and Effectual shall not unreasonably delay a response to a Client proposal. If Effectual provides its response in a written proposal, such proposal will create no obligation or liability for Effectual unless the parties’ authorized representatives execute it as a change order, in which case it will become a Change Order. (For the avoidance of doubt, a Service Order may call for variable Services with variable prices, and changes to Services so authorized, including without limitation changes via Effectual’s ticketing system, do not require a Change Order.)

2.3. Dependencies.

Client recognizes and agrees that Effectual’s provision of Services is dependent upon Client’s timely provision of effective assistance and cooperation, as well as Client’s provision of complete and accurate information, data, required consents, licenses, and authorizations (collectively, “**Client Cooperation**”). Effectual is not responsible or liable for any deficiency in Services arising out of or related to inadequate Client Cooperation.

3. PAYMENT.
3.1. Fees.

Client shall pay the fees set forth in the Services Order, due upon receipt of invoice, in the currency required by the invoice or, if none, in U.S. dollars. Effectual may invoice non-recurring fees, including without limitation set-up fees, and expense reimbursements in any given month. Client shall pay interest on payments more than 30 days past due at 1.5% per month or at the maximum amount permitted by applicable law, whichever is less (without limiting Effectual’s other rights or remedies).

3.2. Taxes.

Amounts due under this Agreement are payable to Effectual without setoff, counterclaim, or other deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, *ad valorem*, property, withholding, or value-added tax withheld at the source. If applicable law requires withholding or deduction of taxes or duties, Client shall separately pay Effectual the withheld or deducted amount, with no right to reimbursement. However, the prior two sentences do not apply to taxes based on Effectual’s net income. If Client claims exemption from any taxes arising from Services and such exemption involves action on Effectual’s part, Client shall provide Effectual with taxing authority required documentation supporting such exemption.

3.3. Fee Disputes.

During the first 45 days after a payment is due (the “**Dispute Period**”), Client will not be considered in breach of this Agreement if it withholds the portion of such payment that is subject to a *bona fide* dispute; provided Client: (a) gives Effectual written notice setting forth in detail the reason for the dispute, on or before the payment due date; (b) negotiates in good faith with Effectual to resolve the dispute, starting promptly after such notice; and (c) pays the undisputed portion of the payment on or before its due date. Any invoice or portion of an invoice not disputed by its due date pursuant to the preceding sentence will be considered accepted, with any dispute waived by Client. If the dispute is not resolved before the end of the Dispute Period, either Party may pursue its rights or remedies available either at law or pursuant to this Agreement. No dispute will alter Effectual’s rights to interest payments pursuant to Section 3.1 (*Fees*) regarding payments due.

4. DATA SECURITY AND COMPLIANCE.
4.1. Collection of Personal Information.

Neither party shall collect, retain, use, or disclose any of the other’s Personal Information (as defined below) (a) for any purpose other than for the specific purpose of performing and receiving the Services, (b) outside the direct business relationship between Effectual and Client, or (c) for any commercial purpose (other than performing and receiving the Services). Without limiting the generality of the foregoing, neither party shall sell any of the other’s Personal Information. By executing this Agreement, each party certifies that it

understands and will comply with the restrictions above in this Section 4.1. (“**Personal Information**” means the following information of or from a Party: personally identifiable information, personal information, and similar terms for private information, as those terms are used in the Data Protection Laws, including without limitation such information a Party receives from consumers or from its employees or customers.)

4.2. No Data Processing.

The Parties recognize and agree that: (a) Effectual does not provide data storage or management; (b) Effectual is not expected to collect, store, otherwise process, or have disclosed to it Client’s Personal Information; (c) any access to Client’s Personal Information that Effectual may have through the Services would be incidental and meant to be temporary and would not be intended for processing by Effectual; (d) as to Client’s Personal Information, Effectual is not and will not be the “data controller” pursuant to the GDPR, and it has and will have no comparable role or status pursuant to other Data Protection Laws; (e) for purposes of this Agreement, Effectual is not a “third party” to Client, as that term is defined by the CCPA; and (f) for purposes of this Agreement, Effectual is not a “service provider” to Client, as that term is defined by the CCPA, unless the applicable Schedule or Service Order specifically calls on Effectual to process Client’s Personal Information.

4.3. Consumer Requests.

If Effectual receives a request from a consumer for information governed by Data Protection Laws related to Client’s Personal Information (including without limitation requests “to know,” for copies, and for deletion), Effectual: (a) is not required respond to the consumer on Client’s behalf; and (b) is not required to respond to the consumer on Effectual’s own behalf but may do so. Nothing in this Agreement precludes Effectual from asserting rights or defenses it may have under applicable law related to such requests.

4.4. Third Party Role.

Client recognizes and agrees that Client is responsible for, and Effectual is not responsible for, requesting erasure and other compliance with Data Protection Laws related to the Services by Client’s Third Party service providers or other partners, including without limitation Third Parties from whom Effectual has procured Third Party Products on Client’s behalf.

4.5. Further Compliance.

Client recognizes and agrees that Effectual may charge Client additional fees (a) for activities (if any) related to the Services and required of Effectual by Data Protection Laws and (b) for activities Client requests and Effectual agrees to perform to help Client comply with Data Protection Laws.

5. MUTUAL NONDISCLOSURE.

5.1. Confidential Information.

“**Confidential Information**” means the following items one party to this Agreement (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; and (c) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. In addition, Effectual’s Confidential Information, as Discloser, includes (d) prices for Services, the terms of this Agreement, any proposal for Services, Effectual’s data-protection policies and any other information about steps Effectual takes to protect data, and the identities of Effectual’s other clients. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser.

5.2. Nondisclosure Obligations.

Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement or to provide legal or accounting advice related to this Agreement (the “**Purpose**”). Without Discloser’s prior written consent, Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person (i) needs access in order to facilitate the Purpose and is subject to a reasonable nondisclosure agreement with Recipient prohibiting

disclosure or use of Confidential Information other than to facilitate the Services or (ii) needs access in order to advise Recipient about and is subject to an attorney-client privilege or similarly restrictive privilege with Recipient; and (b) shall not disclose Confidential Information to any other third party. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Discloser's expense.

5.3. Injunctive Relief; No Transfers.

Recipient agrees that breach of Section 5.2 (*Nondisclosure Obligations*) would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser retains all right, title, and interest in and to all Confidential Information.

5.4. Exception and Immunity.

Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Recipient is on notice and acknowledges following, notwithstanding the foregoing or any other provision of this Agreement: (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the 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 filed in a lawsuit or other proceeding, if such filing is made under seal. And (b) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

5.5. Prior NDA.

Confidential Information includes, without limitation, any Effectual proposal related to the Services governed by this Agreement or any other information related to the Purpose and disclosed before the Effective Date. The terms of this Article 5 and of this Agreement will govern in case of any conflict with the terms of a prior contract between the parties governing such Confidential Information.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

6.1. Effectual Staff Tools.

This agreement does not grant Client any intellectual property rights: (a) to Effectual Staff Tools; or (b) to any other technology or asset, except as specifically set forth in Section 6.2 below (*Deliverables License*). The parties agree that no grant of intellectual property licenses or other rights from Effectual will be implied or granted by estoppel as a result of this Agreement. Without limiting the generality of the foregoing, as between the parties, Effectual retains all right, title, and interest in and to the Effectual Staff Tools, including without limitation any intellectual property rights anywhere in the world. Client shall not directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code or trade secrets from Effectual Staff Tools.

6.2. Deliverables License.

Effective upon the latter of Client's acceptance of a Deliverable and payment of fees corresponding to such Deliverable, Effectual grants Client a non-exclusive, non-transferrable, royalty-free license under its copyrights to reproduce, modify, and use such Deliverable solely for Client's internal business purposes and as may be further restricted by the Service Order calling for creation or provision of such Deliverable (the "**Applicable Service Order**"). The license in the preceding sentence: (A) will continue during the

Service Term of the Applicable Service Order, provided an Applicable Service Order executed pursuant to a Professional Services Schedule may provide for a longer or perpetual license term; and (B) is conditioned on Client's compliance with Subsections 6.2.1 (*Preexisting Assets*), and 6.2.2 (*IP Restrictions*) below. ("**Preexisting Asset**" means software or other assets (1) created before the Services leading to creation of the Deliverable or otherwise independently of such Services, and (2) incorporated into such Deliverable.)

6.2.1. Preexisting Assets.

Client shall not reproduce, modify, or otherwise use any Preexisting Asset other than as an embedded component of the Deliverable.

6.2.2. IP Restrictions.

Copies of software Deliverables created or transferred pursuant to this Agreement are licensed, not sold, and Client receives no title to or ownership of any copy or of such Deliverable itself. Furthermore, Client receives no rights to Deliverables other than those specifically granted in this Section 6.2. Without limiting the generality of the foregoing, except to the extent specifically authorized in a Professional Services Service Order, Customer shall not directly or indirectly: (a) distribute, publicly display, publicly perform, or sublicense Deliverables; (b) use Deliverables for service bureau or time-sharing purposes or in any other way allow third parties to exploit Deliverables; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code or trade secrets from a software Deliverable.

6.3. Client Materials.

As between the Parties, Client retains all right, title and interest in the Client Materials, including without limitation intellectual property rights. Client hereby grants Effectual a nonexclusive, worldwide, royalty-free license to reproduce, modify, distribute, display and otherwise use Client Materials solely to facilitate the Services.

6.4. Feedback.

"**Feedback**" means any suggestion or idea related to any of Effectual's products or services, from Client or its Affiliates or their users or representatives to Effectual or its Affiliate or any of their representatives, as well as any communications or materials transmitting such suggestion or idea. Feedback includes, without limitation, ideas for offerings, features, and functionality. Customer hereby: (a) assigns to Effectual all right, title, and interest in or to all Feedback (as defined below), including without limitation intellectual property rights; and to the extent that such assignment does not grant Effectual complete ownership, (b) grants Effectual a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell, and import the Feedback, with the right to sublicense each such right, without compensation, without any obligation to report on such use, and without any other restriction. Without limiting the generality of the foregoing, nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement, including without limitation designation of Feedback as Confidential Information, will restrict Effectual's right to profit from, disclose, publish, or otherwise exploit Feedback, without compensating or crediting Client or the individual providing the Feedback.

7. THIRD-PARTY PROVIDERS.

7.1. Rights and Remedies from Third Parties.

Effectual is not and will not be liable for any performance or failure of a Third-Party Product, and except to the limited extent that the Services require implementation or maintenance of Third Party Products, Effectual has no responsibility to address any failure of a Third Party Product. Third Party Products referenced in the preceding sentence include, without limitation, those Effectual recommends and those Effectual allows to access Effectual Staff Tools involved in providing Services to Client, as well as Client Materials and Client Confidential Information. Client recognizes and agrees that: (a) it may be required to execute a TPP Contract to access or use Third Party Products; (b) Effectual has no responsibility or liability under any TPP Contract and is not a party thereto; and (c) Client's rights and remedies related to Third Party Products come from the Third Party(ies) in question and not from Effectual.

7.2. Third Party Access to Client Materials.

If Client enables, uses, or agrees to use Third Party Products, Client hereby authorizes Effectual to give the Third Party provider access to Client Materials, Client's Confidential Information, and the Services, in each case as necessary or useful to exploit such Third Party Product. Effectual is not responsible for any disclosure, modification, deletion, or misuse of Client Materials or Client Confidential Information resulting from any such access by a Third Party Product or its provider.

7.3. Integration with Third Party Products and Services.

Effectual does not guarantee the continued availability of Services features that interface with Third Party Products or with components of the Effectual Staff Tools provided by Third Parties, and Effectual may cease providing such features at any time, without giving Client a refund, credit, or other compensation, including without limitation if the Third Party provider alters the Third Party Product or Third Party component or its authorized use in a way Effectual does not accept, in its sole discretion.

8. WARRANTIES.**8.1. Effectual Warranties.****8.1.1. *Effectual's Right and Authority.***

Effectual warrants that: (a) it has the authority to enter into this Agreement, including without limitation each Service Order, pursuant to its articles of incorporation, bylaws, and/or similar governing documents, and that it will retain such legal right and authority throughout the Term; and (b) no pending or threatened claim or litigation known to Effectual would have a material adverse impact on its ability to perform as required by this Agreement.

8.1.2. *IP in Deliverables.*

Effectual warrants that it has and will maintain all necessary intellectual property licenses, other rights, and approvals, consents, and permits necessary to grant Client the rights to Deliverables set forth in this Agreement. In the event of a breach of the warranty in this Subsection 8.1.2, Effectual, at its own expense, shall promptly: (a) secure for Client the right to continue using the Deliverable; (b) replace or modify the Deliverable to make it noninfringing; or (c) refund the fees Client paid directly corresponding to such Deliverable. If Effectual exercises its rights pursuant to Subsection 8.1.2(c) above, Client shall promptly cease all reproduction and use of the Deliverable and erase all copies in its possession or control. The provisions above of this Subsection 8.1.2, in conjunction with Client's right to terminate this Agreement where applicable, states Client's sole remedy and Effectual's entire liability for breach of the warranty in this Subsection 8.1.2.

8.1.3. *Workmanlike Services.*

Effectual warrants that it will perform Services in a workmanlike and professional manner. If Effectual breaches the warranty in this Subsection 8.1.3 and Client notifies Effectual within 30 days of such breach, Effectual shall re-perform such Services at its own cost. The preceding sentence sets forth Client's sole and exclusive remedy, and Effectual's sole liability, for breach of the warranty in this Subsection 8.1.3.

8.2. Client Warranties.**8.2.1. *Client's Right and Authority.***

Client warrants that: (a) it has the authority to enter into this Agreement, including without limitation each Service Order, pursuant to its articles of incorporation, bylaws, and/or similar governing documents, and that it will retain such legal right and authority throughout the Term; and (b) no pending or threatened claim or litigation known to Client would have a material adverse impact on its ability to perform as required by this Agreement.

8.2.2. *IP in Client Materials.*

Client warrants that it has and will maintain all necessary intellectual property licenses, other rights, and approvals, consents, and permits necessary grant Effectual the rights set forth in this Agreement, including without limitation rights to access and use Client Materials.

8.2.3. Lawful Purposes and TPP Contracts.

Client warrants that it and its Affiliates will use the Services only for lawful purposes and in accordance with this Agreement and all applicable TPP Contracts and will comply with all applicable laws and regulations in connection with its use of the Services.

8.3. No Other Warranties.

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1, ALL SERVICES, DELIVERABLES, INFORMATION, AND ANY OTHER EFFECTUAL PRODUCTS AND SERVICES ARE PROVIDED ON AN AS-IS BASIS, AND CLIENT'S USE THEREOF ARE AT ITS OWN RISK. EFFECTUAL, ON BEHALF OF ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS DOES NOT MAKE AND DISCLAIMS ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (a) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (b) ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE; and (c) ANY WARRANTY THAT SERVICES OR DELIVERABLES WILL BE FREE OF ERRORS OR DEFECTS, UNINTERRUPTED, OR COMPLETELY SECURE, OR THAT ERRORS, DEFECTS OR BUGS CAN BE CORRECTED. WITHOUT LIMITING GENEALITY OF THE FOREGOING, EFFECTUAL IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS RESULTING COMPRISE OF THE SECURITY, AVAILABILITY, OR STABILITY OF THE SERVICES ARISING OUT OF OR RELATED TO (i) ACTIONS OF THE CLIENT OR ITS REPRESENTATIVES OR (ii) ANY ACTIONS TAKEN BY EFFECTUAL THAT ARE REQUESTED OR DIRECTED BY THE CLIENT AND NOT BASED ON THE ADVICE OR RECOMMENDATION OF EFFECTUAL. For the avoidance of doubt, THIRD PARTY PRODUCTS AND OTHER PRODUCTS AND SERVICES FROM THIRD PARTIES ARE NOT SUBJECT TO ANY WARRANTY FROM EFFECTUAL, EXPRESS OR IMPLIED.

9. INDEMNIFICATION.
9.1. Indemnities from Effectual.

Effectual shall defend and indemnify Client and Client's Indemnified Associates (as defined below in Section 9.3.1, *Indemnity Definitions*) against all damages, other liabilities, court costs, and reasonable expenses resulting from an "Indemnified Claim," meaning any Third Party claim, suit, or proceeding arising out of: (a) direct infringement or misappropriation of such Third Party's intellectual property rights by the Deliverables; or (b) the injury to or death of any individual or loss of or damage to real property or tangible personal property occurring through the Services, caused by Effectual's act or omission or that of any of its employees, contractors, or other agents. Indemnified Claims pursuant to Subsection 9.1(a) above do not include, and Effectual's obligations do not apply to, any claim, suit, or proceeding that arises out of, relates to, or alleges: (i) Client's breach of this Agreement; (ii) revisions to the Deliverables made without Effectual's written consent; (iii) Client's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) Effectual's creation or modification of the Deliverables in compliance with specifications furnished by Client; (v) infringement involving components of Deliverables Client acquired from Third Parties; or (vi) use of the Deliverables in combination with hardware, software, or other products or services not provided by Effectual.

9.2. Indemnities from Client.

Client shall defend and indemnify Effectual and Effectual's Indemnified Associates (as defined below in Section 9.3.1, *Indemnity Definitions*) against all damages, other liabilities, court costs, and reasonable expenses resulting from an "Indemnified Claim," meaning any Third Party claim, suit, or proceeding arising out of, related to, or alleging: (a) the injury to or death of any individual or loss of or damage to real property or tangible personal property caused by Client's act or omission or that of any of its employees, contractors, or other agents; (b) Effectual's use or management of Client Materials, including without limitation alleged intellectual property infringement, violation of privacy rights or laws, personal injury, or property damage related to use of Client Materials; (c) Client's use of Deliverables or other Effectual products or services other than as specifically authorized by this Agreement, as well as, and including without limitation, allegations of intellectual property infringement arising out of or related to the actions listed in Subsections 9.1(i) through 9.1(vi) above; or (d) breach of a TPP Contract or of Section 8.2 (*Client Warranties*).

9.3. Definitions and Procedures.
9.3.1. Indemnity Definitions.

As used in this Article 9: (a) **“Indemnitor”** means the Party called on to indemnify by Section 9.1 (*Indemnity from Effectual*) or by Section 9.2 (*Indemnity from Client*); (b) **“Indemnified Party”** means the other Party; and (c) **“Indemnified Associates”** refers to a Party’s Affiliates and to both its and their officers, directors, shareholders, agents, successors, and assigns, and where Effectual is the Indemnified Party, to Effectual’s Third Party licensors.

9.3.2. Indemnity Procedures.

Indemnified Party shall provide prompt notice of any Indemnified Claim and reasonably cooperate with Indemnitor’s defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided, (a) Indemnified Party may defend the Indemnified Claim, without loss of rights pursuant to this Article 9, until Indemnitor assumes the defense, if Indemnitor fails to do so within 30 days of Indemnified Party’s request or, in any case, on time to avoid prejudicing the defense; and (b) Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or an Indemnified Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligations. Indemnitor’s obligations set forth above in Sections 9.1 (*Indemnities from Effectual*) or 9.2 (*Indemnities from Client*) will be excused to the extent that either of the following prejudices the defense: (i) Indemnified Party’s or an Indemnified Associate’s failure to provide prompt notice of the Indemnified Claim; or (ii) Indemnified Party’s or an Indemnified Associate’s failure reasonably to cooperate in the defense.

10. LIMITATIONS OF LIABILITY.
10.1. Dollar Cap and Certain Damages.

10.1.1. IN NO EVENT WILL EFFECTUAL BE LIABLE TO CLIENT OR CLIENT’S AFFILIATES FOR LOST PROFITS, LOSS OF BUSINESS, LOST DATA, OR LOST TECHNOLOGY OR EQUIPMENT, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10.1.2. EFFECTUAL’S MAXIMUM CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO EFFECTUAL DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMIT OF LIABILITY IN THE PRECEDING SENTENCE IS CUMULATIVE AND NOT PER-INCIDENT.

10.2. Clarifications and Basis of Bargain.

THE LIMITATIONS OF LIABILITY IN SECTION 10.1 (*Dollar Cap and Certain Damages*) APPLY TO THE BENEFIT OF EFFECTUAL AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF EFFECTUAL OR ITS AFFILIATE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CLIENT’S OR CLIENT’S AFFILIATE’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 10, Effectual’s liability will be limited to the maximum extent permissible. Client acknowledges and agrees that Effectual has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Article 10 and in Section 8.3 (*No Other Warranties*) and that such terms form an essential basis of the bargain between the parties.

11. TERM AND TERMINATION; SUSPENSION.
11.1. Term.
11.1.1. Term Itself.

The **“Term”** of this Agreement is the period starting on the Effective Date and ending on the expiration or termination of the last outstanding Service Term, including without limitation any Service Renewal Term, or on such other date as this Agreement may be terminated pursuant to its provisions.

11.1.2. Service Term.

A “**Service Term**” is, as to each Service, the period designated in a Service Order for the provision of Services. References to the Service Term include any applicable Service Renewal Term (as defined below). If a Service Order does not list its Service Term, such Service Term will begin on execution of the Service Order by the second of the Parties and end on completion of Services, subject to any applicable Service Renewal Term or early termination. Upon expiration, each Service Term (including without limitation any current Service Renewal Terms) in a Managed Services Schedule will automatically renew for the same period, or such other period as the Service Order sets forth (a “**Service Renewal Term**”), unless the Service Order has contrary terms. However, the Service Term will not renew pursuant to the preceding sentence if either Party notifies the other of its intent not to renew 30 or more days before the end of the then-current Service Term.

11.2. Termination for Cause.

Either Party may terminate this Agreement or a Service Order in the event that the other Party: (a) materially breaches this Agreement or such Service Order and does not cure such breach within 30 days of written notice specifying the nature of the breach; or (b) becomes insolvent, makes assignment for the benefit of creditors, files a petition for bankruptcy, is the subject of a petition for bankruptcy which is not dismissed within 90 days, or becomes the subject of any receivership or admits in writing its inability to pay its debts generally as they become due. In addition, Effectual may terminate this Agreement or any Service Order for cause upon written notice if Client does not cure any suspension event described in Section 11.4 (*Suspension*) within the applicable cure period or if such suspension event cannot be cured.

11.3. End of Services.

Client shall remit payment to Effectual for all services through and including the date of termination or expiration of the Term. Upon the termination of this Agreement or any Service Order for any reason: (a) all intellectual property licenses granted hereunder will terminate; (b) Client shall cease all use of and either delete or return, at Effectual's election, any and all software or other materials provided by Effectual; (c) each Party shall return or destroy the other Party's Confidential information within 30 days, except as may be required to comply with applicable legal or accounting record-keeping requirements; and (d) any and all payment obligations of Client under this Agreement will immediately become due. If this Agreement or a Service Order terminates other than for Effectual's breach, Client shall promptly pay Effectual all amounts due for the Service Term of each terminated Service Order, including without limitation if termination interrupts the applicable Services.

11.4. Suspension.
11.4.1. Reasons.

Effectual may suspend Services (without liability) if it concludes any of the following, provided such conclusion is not arbitrary and capricious: (a) suspension is necessary to protect Effectual's computer network; (b) Client's continued use of Services may adversely and materially impact the services Effectual provides in general; (c) suspension is required by law, statute, regulation, rule or court order; (d) Client is using or has used the Services in material violation of this Agreement or a TPP Contract; or (e) a payment is overdue by more than 30 days. This Section 11.4 does not limit any Effectual right to suspension set forth in a Schedule or Service Order.

11.4.2. Notice and Cure.

Effectual shall notify Client promptly of any suspension and shall provide advanced notice where practical, in Effectual's reasonable discretion. Effectual may continue suspension until Client has cured the underlying issue (if subject to cure), including without limitation until payment of the overdue amount in cases of suspension pursuant to Subsection 11.4.1(e) above.

11.4.3. Connected Obligations.

If Effectual suspends Services pursuant to this Agreement: (a) Client's payment obligations will not change, so that fees and charges will continue to accrue and fall due during suspension; and (b) Effectual may cease work detailed on any active Service Order; and Effectual will not be liable to Client for any damages or losses resulting from suspension.

11.5. Survival.

The following provisions of this Agreement will survive termination or expiration hereof: (a) Articles and Sections 4, 5, 6, 7, 8, 9, and 10; and (b) any other provision that must survive to fulfill its essential function.

12. GENERAL PROVISIONS.
12.1. Force Majeure.

Except with respect to Client's obligation to make payment, neither party shall be liable for delays or failures in performance of its obligations due to a cause or circumstance beyond its reasonable control, including without limitation act of nature, act of civil or military authority, act of terrorism, other hostilities, strike or other labor disturbance, flood, fire, explosion, epidemic, interruption or delay of Third Party telecommunications or services, the failure of Third Party software, or the failure of the Internet (each, a "**Force Majeure Event**"). The Party claiming excuse due to a Force Majeure Event shall promptly notify the other Party and shall use commercially reasonable efforts promptly to correct such delay or failure.

12.2. Relationship of Parties.

The Parties are independent contractors, and this Agreement does not and will not establish a partnership, joint venture, or franchise, and neither Party nor its employees will be considered the other's employee. Except to the extent that a Schedule or Service Order calls on Effectual to make purchases as Client's agent: (a) neither Party is the other's agent and neither shall so represent itself; and (b) neither Party has or will have the power to bind the other or to incur obligations on the other's behalf without the other's prior written consent. Except to the extent that a Schedule or Service Order specifically provides to the contrary, this Agreement has no third-party beneficiaries and may not be enforced by any person or entity other than the Parties, except a Party's permitted successor or assign. Each Party is responsible and liable for the acts and omissions of any Third Party contractor that it or its Affiliate involves in provision or receipt of Services, as if they were such Party's own acts or omissions (provided the foregoing will not be construed to render Effectual liable or responsible for the acts or omissions of providers of Third Party Products).

12.3. Marketing.

Client agrees that, for marketing purposes, including without limitation on its website, Effectual may identify Client as a client, reproduce its primary trademark or such other trademark as the parties may agree, and describe Client's business. Regarding the previous sentence, Effectual shall comply with such reasonable brand-management requirements as Client may provide in writing.

12.4. Non-Solicitation.

During the term of each Service Order and for 1 year after its termination or expiration, neither Party shall solicit any of the other's employees involved in providing or receiving Services pursuant to such Service Order to consider alternate employment. The preceding sentence does not forbid: (a) solicitation of an employee who left the other Party's employ 6 or more months before the solicitation; or (b) a solicitation to the general public.

12.5. Government Restricted Rights.

Any software included in the Deliverables or otherwise provided by Effectual (the "**Software**") is provided with *Restricted Rights*. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (a) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (b) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Effectual, Inc. Client shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Client shall require that its customers, distributors, and other recipients of the Software agree to and acknowledge the provisions of this Section 12.5, in writing.

12.6. Export Matters.

Client shall comply with all regulations and requirements of the U.S. Departments of Commerce, State, and Treasury, and any other U.S. agencies, in connection with Client's use of the Services. Client shall not violate any law or regulation governing the transfer of data, software, or other technology and shall not

execute any such transfer: (a) without first obtaining any required license or approval; (b) to anyone on any of the lists found at http://export.gov/ecr/eg_main_023148.asp or its successor website; or (c) to any end-user or for any end-use if prohibited by United States Export Administration Regulations. Client represents and warrants that it is not, and is not controlled by any person or entity that is, restricted by any of the regulations or on any of the lists in the preceding sentence. Client agrees that it is responsible and liable for compliance with laws, regulations, and requirements applicable to export, re-export, and import of items provided hereunder and for obtaining any required export, re-export, or import licenses or other approvals. Client shall not transfer any technical data, software or other items controlled for export under the International Traffic in Arms Regulations (“**ITAR Data**”) or other applicable laws governing ITAR Data.

12.7. Severability.

In the event any clause of this Agreement is held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect such clause’s original effect, and the remainder will remain in full force and effect. Neither Party’s failure to insist upon or enforce strict performance of any provision of this Agreement, or delay in doing so, will be construed as a waiver of any provision or right.

12.8. Assignment.

Effectual may, upon written notice to Client, assign this Agreement to its Affiliate or to the acquirer in a merger or sale of all or substantially all its assets related to this Agreement, provided such acquirer agrees in writing to be bound by the terms of this Agreement. Except as set forth in the preceding sentence: (a) neither party may assign or transfer this Agreement, including without limitation pursuant to a reverse triangular merger, without the other Party’s prior written consent, which the other Party shall not unreasonably refuse or delay; and (b) this Agreement will be binding on and inure to the benefit of the Parties’ respective permitted successors and permitted assigns.

12.9. Choice of Law and Venue.

This Agreement and all transactions and disputes arising out of or related to this Agreement will be governed solely by the internal laws of the State of New Jersey, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties’ rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. Each Party agrees that service of any process, summons, notice, or document by U.S. registered mail to such Party’s address will be effective service of process for any action, suit, or proceeding arising out of or related to this Agreement. The Parties irrevocably and unconditionally consent to the personal and exclusive jurisdiction of the federal and state courts of Hudson County, New Jersey, with regard to any dispute arising out of or related to this Agreement, and each Party irrevocably and unconditionally waives and agrees not to plead or that any such action, suit or proceeding brought in any such court has been brought in and inconvenient forum.

12.10. Remedies.

All remedies in this Agreement are cumulative, and neither the availability nor exercise of any such remedy will prevent a Party from exercising any other remedy it would otherwise have under this Agreement or by law.

12.11. Attorney’s Fees.

Client shall reimburse Effectual for any reasonable expenses, including without limitation attorney’s fees, associated with obtaining, enforcing, or collecting fees owed or judgements awarded pursuant to this Agreement, including without limitation fees related to appellate proceedings.

12.12. Entire Agreement.

This Agreement, including without limitation its Schedules and Service Orders, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written or oral, regarding such subject matter. Each portion of this Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or electronic means will

be considered original executed counterparts for purposes of this Agreement. Neither the course of conduct between the parties nor trade practice will modify any provision of this Agreement. The terms of purchase orders, payment documents, or similar documents Client submits to Effectual will not amend or become part of this Agreement and will not be binding on Effectual; all such terms are hereby rejected. The headings in this Agreement are used for convenience of reference and will not be deemed to modify or affect the interpretation of this Agreement.

12.13. Interpretation of Conflicting Terms.

In the event of any conflict among the attachments to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this MSA; (2) any Schedule; and (3) any Service Order.

12.14. No Interpretation Against Drafter.

This Agreement is the product of negotiations between the Parties will not be construed for or against either party by reason of authorship.

12.15. Authorized Contacts and Notices.

Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax or e-mail with written confirmation of receipt, or by certified mail return receipt requested. All notices shall be addressed to the Party's Authorized Contact (as defined below). Each Party assigns the following contacts as authorized contacts for this Agreement or to such other as the Party may designate in writing (the "**Authorized Contacts**"):

BILLING CONTACT

In the case of Effectual:

Name:	_____	Telephone:	<u>+1 (201) 603 2533</u>
Address:	<u>12 Hudson Place</u> <u>Hoboken, NJ 07030</u>	Email	_____

In the case of Client:

Name:	_____	Telephone:	_____
Address:	_____ _____	Email	_____

LEGAL CONTACT

In the case of Effectual:

Name:	_____	Telephone:	<u>+1 (201) 603 2533</u>
Address:	<u>12 Hudson Place</u> <u>Hoboken, NJ 07030</u>	Email	<u>legal@effectual.com</u>

In the case of Client:

Name:	_____	Telephone:	_____
Address:	_____ _____	Email	_____



MASTER SERVICES AGREEMENT

PRIMARY CONTACT

In the case of Effectual:

Name: _____ Telephone: +1 (201) 603 2533
Address: 12 Hudson Place Email _____
Hoboken, NJ 07030

In the case of Client:

Name: _____ Telephone: _____
Address: _____ Email _____

TECHNICAL CONTACT

In the case of Effectual:

Name: _____ Telephone: +1 (201) 603 2533
Address: 12 Hudson Place Email _____
Hoboken, NJ 07030

In the case of Client:

Name: _____ Telephone: _____
Address: _____ Email _____

Each Party has read and agrees to be bound by this Agreement, which is effective as of the Effective Date.

<Client Name>

Effectual, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

CLIENT ID	<CID>
MSA ID	<DOC_ID>