

THESE WORKFORCE SERVICES TERMS AND CONDITIONS GOVERN CUSTOMER'S ACQUISITION AND USE OF PIVOT TECHNOLOGY SERVICES CORP. ("PTSC" OR "SUPPLIER") SERVICES AND DELIVERABLES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY EXECUTING A STATEMENT OF WORK THAT REFERENCES THESE TERMS AND CONDITIONS, CUSTOMER ACCEPTS AND AGREES TO THESE TERMS AND CONDITIONS WITH SUCH STATEMENT OF WORK AS THE AGREEMENT BETWEEN CUSTOMER AND PTSC. IF THE INDIVIDUAL ACCEPTING AND AGREEING TO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING AND AGREEING TO THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACQUIRE OR USE THE PTSC SERVICES AND DELIVERABLES.

These Terms and Conditions were last updated on November 22, 2019 and are effective between Customer and PTSC as of the date of Customer's acceptance of this Agreement.

1. DEFINITIONS

Whenever used in this Agreement, the terms set forth below shall have the following meanings. Additional terms are defined throughout this Agreement as they first appear. Supplier and Customer may be jointly referred to as the "Parties" and individually referred to as a "Party."

1.1 Affiliate. Affiliate means, with respect to each Party, an entity that directly or indirectly shares a common owner with such Party. Affiliate, as to Supplier, may also include entities related to or otherwise affiliated with Supplier such as Applied Computer Solutions, Inc. or ProSys Information System Inc.

1.2 Agreement. These Terms and Conditions together with any Statement of Work entered into with Customer that incorporates these Terms and Conditions.

1.3 Deliverables. The tangible materials that Supplier delivers to the Customer as set forth in a Statement of Work.

1.4 Products. Desktop computers, servers, storage devices, networking equipment, computer software or other related hardware and/or software products manufactured or licensed by a third party.

1.5 Services. The services provided by Supplier

pursuant to a Statement of Work, which may include the delivery of tangible materials (e.g. training), the provision of Contract Staffing Services (defined below) and/or the provision of Contract to Hire Services (defined below).

1.6 Statement of Work or SOW. Each Services and Deliverables engagement performed under this Agreement will be defined by a Statement of Work which: (a) will be signed by an authorized representative of both Parties; and (b) describes the tasks to be performed by each Party, the Services and/or Deliverables, methods of delivery, and may include a schedule of performance dates and milestones, payment terms, service level agreements and other provisions. Customer's purchase of Services from Supplier becomes effective when the applicable Statement of Work is accepted by Supplier and signed by both Parties.

1.7 Supplier Personnel. Supplier Personnel means Supplier's employees and contractors who are assigned to perform work for Customer under a SOW.

1.8 Contract Staffing Services. Contract Staffing Services means staff augmentation services performed under a SOW by Supplier Personnel, at Customer's location, without an option for permanent hire by Customer.

1.9 Contract to Hire Services. Contract to Hire Services means staff augmentation services performed under a SOW by Supplier Personnel, at Customer's location, with an option for permanent hire by Customer.

2. TERM & TERMINATION

2.1 Term. The term of this Agreement commences as of the Effective Date of a Statement of Work and shall continue in effect until: (1) the Services being provided under all Statements of Work have been completed; or, (2) all Statements of Work have been terminated as provided herein (the "Term").

2.2 Termination for Convenience. Unless otherwise set forth in such Statement of Work, either Party may terminate a Statement of Work by providing thirty (30) days written notice to the other Party.

2.3 Termination for Breach. A Party may terminate a Statement of Work immediately if the other Party materially breaches such Statement of Work and fails to remedy the breach within thirty (30) days after receiving written notice of the breach from the other Party, provided that if a longer period is reasonably required to remedy the breach, such remedy period shall be extended for such time period as the Parties mutually agree.

2.4 Termination Fee. A Statement of Work may contain a termination fee, which may include: (i) the unamortized balance attributable to any Products purchased by Supplier on behalf of Customer required to deliver the Services; and (ii) reimbursement to Supplier for any cancellation charges for third party services purchased by Supplier on behalf of Customer required to deliver the

Services ("**Termination Fee**"). Such Termination Fee will apply and be paid by Customer to Supplier within thirty (30) days after termination where: (a) such Statement of Work is terminated by Supplier due to Customer's unremedied material breach of such Statement of Work; or (b) Customer opts to terminate such Statement of Work prior its completion. Such Termination Fee shall not apply where Customer terminates such Statement of Work due to Supplier's unremedied material breach.

2.5 Automatic Termination. A Statement of Work will terminate effective immediately if either Party: (a) becomes unable to pay its debts when they become due; (b) becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding; (c) is declared insolvent; or (d) makes an assignment for the benefit of creditors.

3. FEES; HOUR CATEGORIES; CHANGE CONTROL

3.1 As consideration for the Services, Customer will:

(a) Pay Supplier the fees specified in the Statement of Work (including placement fees for Contract to Hire Services and specified fees for Contract Staffing Services);

(b) Reimburse Supplier for travel and out-of-pocket expenses that it incurs in performing the Statement of Work that have been pre-approved in writing or otherwise authorized in the Statement of Work by Customer; and,

(c) Pay or reimburse Supplier for any tax, tariff, customs duty, surcharge, or other fee imposed by law or regulation from time to time due to the performance of the Services, which Supplier is required to pay to any taxing or other regulatory or municipal authority, excluding income taxes based on Supplier's income, unless Customer provides a valid exemption certificate.

3.2 Invoicing. All fees specified in a Statement of Work will be invoiced by Supplier as provided herein. Payment, whether for Services or reimbursement, which Customer is required to make under a Statement of Work will be made no later than thirty (30) days after Customer has received Supplier's invoice. Past due balances will accrue interest per month at one and one-half percent (1.5%) or at the maximum applicable statutory rate, whichever is lower. If Customer disputes the accuracy of an invoice (a "**Billing Dispute**"), Customer will notify Supplier in writing no later than thirty (30) days following the date of such invoice of the nature of the Billing Dispute. Customer may withhold the amount disputed, however, all undisputed amounts must be paid when due. The Parties will make commercially reasonable efforts to resolve the Billing Dispute within a reasonable amount of time.

3.3 Charges for Idle Time; Hour Categories. Should Supplier personnel assigned to do the applicable Services or Deliverables need to wait due to Customer or a third party under the direction of Customer not having resources available as outlined in the applicable SOW, Supplier will charge by the hour for that idle time. The charge will be at Supplier's published rate per hour for a maximum of eight hours per occurrence. Once the eight hours have been

reached, Supplier personnel will exit the work location and return the next business day. If the resources are still not available after the third business day, Supplier personnel will exit the work location and not return until the project has been rescheduled. If Customer's work location is more than fifty (50) miles from the Supplier office providing the Services, Customer will also be responsible for all direct travel and per diem expenses incurred as a result of the delay. In the case of time and materials work the following definitions are used to apply normal time and overtime rates. Normal business hours are defined as eight hours performed within a single 24 hour period beginning at 7:00AM to 6:00PM Monday through Friday excluding legal public holidays as defined by United States Code Title 5 Section 6103(a). Hours worked beyond the eight hours in a single day or hours worked on weekends or holidays are considered overtime hours.

3.4 Change Order. If Customer wishes to make any changes to an executed SOW, Customer shall provide Supplier with a proposed change order specifying the desired changes in the requirements (the "**Change Order**"). Customer acknowledges that any changes to a SOW may require increased work by Supplier, necessitating a reasonable adjustment in the payment due Supplier. The Parties shall negotiate such increases in good faith and Customer agrees to accept any delays in the Services or Deliverables caused by such negotiations and/or change in the requirements. Acceptance of the proposed Change Order shall be at Supplier's sole discretion. If Supplier accepts the proposed Change Order and Customer accept the adjustment in the compensation to Supplier and/or the schedule, the Parties shall execute the proposed Change Order, which shall detail the change in the Deliverables or Services, the adjusted compensation and/or the adjusted schedule. When signed by both Parties, the terms of the Change Order shall prevail over the applicable SOW to the extent they are inconsistent. If Supplier does not accept the proposed Change Order and/or Customer does not accept the adjustment in the compensation to Supplier, the proposed Change Order shall be null and void and the applicable SOW shall continue to govern without change. If the Customer requests changes while the work is in process and if the Parties agree that the changes do not warrant the effort of the change control process described in this Section 3.4, Supplier will charge for the work on a time and materials basis at Supplier's published rate per hour.

4. INTELLECTUAL PROPERTY

4.1 Nothing in a Statement of Work will be construed as transferring any rights, title, or interest, whether express or implied, in the intellectual property of a Party to the other Party. Each Party will retain all ownership rights to its own intellectual property whether created before, after, or during the Term.

4.2 Prior to Supplier's receipt of full and final payment from Customer for Deliverables delivered or Services rendered hereunder, Supplier shall retain all right, title and interest in and to any Deliverables, including without limitation all rights under all copyright, patent, and other intellectual

property laws. Upon final payment by Customer of all amounts due under the applicable SOW and provided that Customer is not otherwise in default of its obligations under this Agreement, the tangible items specified as Deliverables under the applicable SOW will become the property of Customer, unless otherwise set forth in the SOW. To the extent that any Supplier Technology (defined below) is contained in any Deliverables, Supplier grants to Customer, upon full and final payment to Supplier hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Supplier Technology solely in connection with the Deliverables. The foregoing license grant conveys no ownership interest in and to the Supplier Technology and does not grant Customer the right to extract such Supplier Technology from the Deliverables for the purpose of selling, reproducing, distributing, or marketing copies thereof to third parties as a stand-alone product. Supplier Technology means Supplier's means the technology owned by Supplier, including algorithms, concepts, data, designs, developments, documentation, discoveries, HTML, XML and other codes, inventions, methods, multimedia files, object code, procedures, scripts, programs, source code, text, documentation, web pages and any other item generally recognized as technology in Supplier's industry.

4.3 Supplier will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, methodologies, and techniques within the scope of its consulting practice that are used in the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Supplier. In addition, in no event will Supplier be precluded from developing for itself, or for others, materials that are competitive with the Deliverables or the Developed Work, irrespective of their similarity to the Deliverables or Developed Work, provided this is done without violation of the foregoing clauses and the confidentiality clauses set forth in Paragraph 9 herein.

4.4 Supplier does not directly grant any license to Customer for any Products delivered hereunder. Supplier shall assist Customer in obtaining from the applicable third-party vendor a license to use the Products, subject to such third-party vendor's terms and conditions and at Customer's sole expense. The applicable SOW shall specifically describe any Products delivered hereunder and the costs associated therewith

4.5 During the period of performance of a SOW, Customer hereby grants to Supplier a revocable, nonexclusive, worldwide, personal, royalty-free and nontransferable license to use, solely for the purpose of providing Services under such SOW, any and all technology owned by Customer, or owned by a third party and licensed to Customer (to the extent permitted by such license), necessary for Supplier to design, develop, test, operate, enhance and maintain the Deliverables and/or provide the Services. The license granted herein shall expire upon acceptance of the Deliverables or completion of the Services and shall under no circumstances give Supplier any right in or claim to such technology other than as

expressly set forth above or alter ownership of the Deliverables under a SOW as set forth herein.

5. CONFIDENTIALITY

During the course of performing a Statement of Work, each Party may disclose to the other certain non-public information or materials relating to a Party's products, intellectual property, business, marketing, customers, pricing, and other confidential information and trade secrets ("**Confidential Information**"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving Party; (b) was previously known to the receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a Party hereto without reference to Confidential Information of the other Party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the Party receiving such subpoena or order shall promptly inform the other Party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving Party will not use or disclose any Confidential Information of the disclosing Party without the disclosing Party's prior written consent, except disclosure to and subsequent uses by the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed a written agreement restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to injunctive relief to prevent such unauthorized use or disclosure.

6. CONTRACT TO HIRE; ACCEPTANCE; DEFECT MAINTENANCE; LIMITED WARRANTY

6.1 Under a SOW for Contract to Hire Services, Customer has an option during the term of such Contract to Hire Services SOW, to offer employment to and hire the specific Supplier Personnel provided under such SOW. Customer agrees to independently check any personal, professional, or educational representations made by such Supplier Personnel when offering employment to such persons. If Customer chooses to hire any of such Supplier Personnel, Customer agrees to pay the specified placement fee set forth in the SOW and, unless otherwise set forth in such SOW, such placement fee is due within 30 days of the

Customer's start date for such Personnel. **If such Supplier Personnel do not complete 90 calendar days of employment due to Customer-documented lack of performance or voluntary separation, Supplier has a 30-day exclusive right to replace the Personnel. If Supplier cannot find a comparable replacement within the 30-day period, Supplier will reimburse Customer for the placement fee.**

6.2 Supplier shall deliver each Deliverable at the time and in the manner specified under this Section 6.2 or as otherwise specified in a SOW. If so specified in an SOW, a Deliverable shall be subject to acceptance testing by Customer to verify that the Deliverable satisfies the criteria for acceptance mutually agreed to by Customer and Supplier in the applicable SOW. At such time as Supplier first offers the applicable Deliverable to Customer for acceptance, Supplier shall provide written notice of completion to Customer (the "Completion Acknowledgement"). Upon receipt of the Completion Acknowledgement, Customer shall have seven (7) business days to complete such acceptance testing as set forth in the SOW to determine the functionality, performance and conformance of the Deliverable to the specifications contained in the applicable SOW. In the event of any dispute between Customer and Supplier, the failure of Customer to perform such tests shall preclude Customer from raising issues of functionality, performance or nonconformance to the specifications established in the applicable SOW. Within seven (7) business days after receipt of the Completion Acknowledgement, Customer may give Supplier a written letter specifying deficiencies (the "Deficiencies") in the Deliverable. Such letter shall specify the particular requirements of the applicable SOW with which the Deliverable does not comply. In the event of any alleged Deficiencies, Supplier shall proceed in a commercially reasonable manner to correct at its own expense such Deficiencies, if they so exist. After the Deficiencies have been corrected by Supplier and subsequent notice is given to Customer, Customer may again run such acceptance tests in accordance with the SOW and thereupon deliver to Supplier the Completion Acknowledgement or a list of any additional Deficiencies within seven (7) business days of such subsequent notice. Such process shall continue until the applicable Deliverables have been accepted. Notwithstanding the foregoing, if Customer (a) begins use of the Deliverable before acceptance, or (b) fails to notify Supplier of its acceptance or non-acceptance within seven (7) business days of receipt of the Completion Acknowledgement, Customer shall be deemed to have accepted the Deliverable and shall have no further recourse under this Section 6.2.

6.3 If set forth in a SOW, Supplier will provide Defect Maintenance (as defined below) for the applicable Deliverables for ninety (90) days from the time of final acceptance of the Deliverables at no additional cost to Customer. Thereafter, Supplier will provide support and/or maintenance for the Deliverables for an additional fee and subject to the terms and conditions of a separate Maintenance and Support Agreement or separate SOW. Notwithstanding the foregoing, any support and/or maintenance (whether during the initial 90 day period or

thereafter) that is necessitated by any change, modification, editing or repairs made to the Deliverables Work by Customer or any third party shall be at an additional cost to Customer. "Defect Maintenance" shall mean maintenance of the Deliverables to enable it to work in all material respects in the original environment for which it was designed.

6.4 To the extent that Supplier as part of a Statement of Work sells Products to Customer, Supplier hereby passes through to Customer all warranties given by the manufacturer of such Products, if any, to the maximum extent permitted by law or the manufacturer's contract.

6.5 Supplier represents and warrants that it is competent, experienced and trained to provide all Services under a Statement of Work, that such Services will be provided in a professional and workmanlike manner, and that such Services will substantially comply with the specifications set forth in the applicable Statement of Work; provided that Supplier does not warrant or guarantee in any form the results or achievements of the Services it provides. Unless otherwise specified in a Statement of Work, Customer shall provide Supplier with written notice of all claims for breach of this warranty within thirty (30) days after the Services which gave rise to the breach are performed. **ALL WARRANTY CLAIMS NOT MADE IN WRITING WITHIN SUCH THIRTY (30) DAY PERIOD WILL BE DEEMED WAIVED.** As the sole and exclusive remedy of Customer for breach of the foregoing warranty, Supplier shall, at its option, promptly either correct the nonconformity or provide Customer with a credit or refund of the fees paid in connection with the relevant Services. The warranties provided in this Section are solely for the benefit of Customer and Customer will have no authority to extend such warranties to any third party.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR AS PROVIDED IN SECTION 6, THE SERVICES, DELIVERABLES AND PRODUCTS (IF ANY) ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. THE WARRANTIES SET FORTH IN SECTION 6 CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SUPPLIER WITH RESPECT TO ANY SERVICES, DELIVERABLES OR PRODUCTS PROVIDED BY SUPPLIER UNDER A STATEMENT OF WORK. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN A STATEMENT OF WORK, SUPPLIER DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY.

SUPPLIER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY CONTENT, SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT WITH REGARD TO ANY THIRD-PARTY ITEMS. CUSTOMER SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD-PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN A STATEMENT OF WORK SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY SUPPLIER THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), WILL SUPPLIER BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF A STATEMENT OF WORK AND ALL STATEMENTS OF WORK ISSUED HEREUNDER, REGARDLESS OF WHETHER SUCH SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUPPLIER'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR IN TORT AND INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL NOT EXCEED THE LESSER OF: (A) THE AGGREGATE AMOUNT OF THE FEES PAID TO SUPPLIER UNDER THE APPLICABLE STATEMENT OF WORK TO WHICH THE DAMAGES RELATE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) THE AMOUNT OF RECOVERABLE INSURANCE PROCEEDS FROM THE INSURANCE POLICIES MAINTAINED BY SUPPLIER PURSUANT TO SECTION 9 WITH RESPECT TO THE APPLICABLE STATEMENT OF WORK TO WHICH THE DAMAGES RELATE.

9. INSURANCE

Supplier is currently insured and will maintain the following insurance coverage during the Term:

- Workers' Compensation/Employer's Liability Insurance: in accordance with applicable statutory requirements and not less than \$1,000,000 per accident for

bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease.

- Commercial General Liability Insurance written on an occurrence form, including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of any and all Services provided under Statements of Work with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Automobile Liability Insurance with a limit of not less than \$1,000,000 per accident.
- Professional Liability/Errors and Omissions coverage of not less than \$3,000,000 each claim and annual aggregate. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with a Statement of Work shall be maintained for a period of at least three (3) years after the expiration or termination of such Statement of Work.
- Umbrella/Excess Liability with policy limits of not less than \$2,000,000 per occurrence and annual aggregate, as excess over general liability, automobile liability and employer's liability.

All insurance policies shall be issued by companies licensed to do business in the states where the Services are delivered and will be rated "A-" or better by A.M. Best. Upon request by Customer, Supplier will add Customer as an additional insured under its insurance plan and provide Customer with a copy of a Certificate of Insurance reflecting such addition.

10. GENERAL PROVISIONS

10.1 Assignment; Attorney's Fees. Neither Party may assign this Agreement or any part thereof without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign the Agreement, in whole or in part, without the other Party's consent, to an Affiliate, or in connection with a merger, acquisition, divestiture, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns. In the event of legal action where Supplier is the prevailing Party, Supplier shall be entitled to reimbursement of reasonable attorney's fees and court costs.

10.2 Governing Law, Venue and Limitation of Actions. This Agreement shall be governed in all respects by and construed under the laws of the United States of America and the State of Georgia, without reference to choice of law principles. In addition, the Parties agree and consent that the courts of Gwinnett County, Georgia will have exclusive jurisdiction and will be the exclusive venue for any legal actions relating to this Agreement or the Services provided under any Statement of Work. No action arising out of this Agreement, regardless of form, may be brought by either Party more than one (1) year after the cause of action has arisen.

10.3 Compliance with Laws. Supplier shall comply with all federal, state and local laws, rules and regulations applicable to Supplier as a provider of the Services and

Deliverables. Customer shall comply with all federal, state and local laws, rules and regulations applicable to Customer's access, collection, use, storage, transmission and provision to Supplier of Customer's data, and Customer's access, receipt and use of the Services and Deliverables.

10.4 FCPA. Each party hereby represents warrants and covenants to the other that such party shall comply with the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") and any other applicable anti-corruption national or international laws and regulations. Each party hereby represents, warrants and covenants to the other that such party has not, and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving the other party, make, promise or offer to make any payment or transfer anything of value, directly or indirectly: (i) to any foreign government official or to an intermediary for payment to any foreign government officials; or (ii) to any political party. No payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business.

10.5 GDPR. If the Services performed in relation to this Agreement or any associated SOWs, involves, or is expected to involve, the processing of personal data as governed by the General Data Protection Regulation (EU) 2016/679 ("GDPR") of the European Parliament and of the Council of 27 April 2016, the terms of Supplier's Data Protection Addendum as provided online by Supplier or otherwise furnished to Customer shall apply to this Agreement; Customer's agreement to these Terms and Conditions signifies Customer's acceptance of and agreement to Supplier's Data Protection Addendum. In the event of a conflict between the terms of this Agreement and the terms of the Data Protection Addendum, the terms of the Data Protection Addendum shall prevail in relation to the processing of such personal data. If such personal data is to be processed in connection with this Agreement or any associated SOW, Customer shall notify Supplier in writing before any personal data is disclosed to Supplier. In addition, if this Agreement or any associated SOW will involve processing, analysis, management or transformation of data, in order to enable Supplier to provide continuous support, such personal data may be processed by those Supplier teams or Affiliates in the United States, Canada, and/or the United Kingdom (the "Third Countries"). Customer consents to (a) the Supplier Affiliates and teams processing Customer personal data in the Third Countries on Customer's behalf, and (b) Supplier's transfer of such data to those Supplier Affiliates will be deemed a Restricted Transfer as defined in Section 5 of the Data Protection Addendum between Customer and Supplier. Notwithstanding the foregoing, Customer's Personal Data will remain primarily hosted in the United States and/or Canada, unless otherwise agreed in a SOW or as otherwise agreed between Customer and Supplier.

10.6 CCPA. The capitalized terms used in this Section 10.6 and not otherwise defined in this Agreement shall have the definitions set forth in the California Consumer Privacy

Act of 2018 (codified at Cal. Civ. Code Section 1798.100, *et seq.*) and its implementing regulations, as amended from time-to-time ("CCPA"). Notwithstanding anything to the contrary in this Agreement, the parties agree that Supplier shall provide the Services solely in its capacity as a "Service Provider," as defined in the CCPA. Supplier does not, and during the Term of this Agreement shall not, Sell any Personal Information obtained, processed, or derived by Supplier in the course of performing the Services. Supplier does not, and during the Term of this Agreement shall not, retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the Services, including retaining, using, or disclosing the Personal Information for a Commercial Purpose other than providing the Services. Supplier shall not retain, use, or disclose the Personal Information outside of the direct business relationship between Supplier and Customer.

10.7 Publicity. Either Party may publicly refer to the other by name as a provider or customer, as applicable, and may disclose the general nature and existence of this Agreement, but not any of its specific terms or performance information. Neither Party will issue a press release regarding this Agreement or the relationship without the other Party's prior review and written consent.

10.8 Independent Contractor. Supplier shall be and shall provide the Services as an independent contractor. To that end, and subject only to the requirement that Supplier perform the Services in a timely and competent manner so as to effectuate the purpose for which the Services are being performed:

(a) Customer shall have no right to control the manner or means by which Supplier Personnel perform the Services and Supplier shall have the sole and exclusive right and responsibility to: (i) supervise Supplier Personnel performing the Services and determine the methods by which Supplier Personnel perform the Services; (ii) set Supplier Personnel's hours of work; and (iii) retain and be solely responsible for any additional workers Supplier needs to perform the Services.

(b) Customer will provide Supplier Personnel with access to the work site as reasonably needed for Supplier Personnel to perform the Services.

(c) Supplier shall at all times represent and disclose to third parties that it is an independent contractor of Customer and shall not represent to any third party that it or the Supplier Personnel are employees of Customer.

(d) Supplier Personnel shall not be eligible to participate in any of the fringe benefit plans that Customer offers to its employees.

(d) Each Party shall, at its own expense, comply with all laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer regarding its performance under this Agreement. The Parties further agree to comply with all applicable state and federal employment laws, including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act, and

the Immigration Reform and Control Act of 1986, all as amended, as well as all applicable workers' compensation and safety laws.

Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties.

10.9 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, the provision shall be severed or modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10.10 Affiliates and Subcontractors. The rights and obligations of Supplier may be, in whole or in part, performed by Supplier's Affiliates, agents, subcontractors, and suppliers, provided that (a) any such party is bound by confidentiality provisions at least as restrictive as those specified in this Agreement; and (b) Supplier remains primarily liable to Customer for all Services provided, by any such parties.

10.11 No Solicitation. Excluding only Contact to Hire Services, during the period beginning on the effective date of this Agreement and for a period of one (1) year after its expiration Customer shall not, without the express written consent of Supplier, individually or on behalf of any other person, firm, corporation or other entity, directly or indirectly, solicit or encourage any employee of Supplier, or any contractor of Supplier, to terminate his or her employment with Supplier. For purposes of this Section, Supplier contractors shall include both independent contractors, as well as personnel utilized by Supplier, who are employees or contractors of third parties. Customer agrees that should it hire any of Supplier's personnel, Customer will pay to Supplier, as liquidated damages, a nonrefundable hiring fee of equal to thirty percent (30%) of the first year's total compensation (including any bonuses) for each person hired, or of the annual base compensation at the time of termination from Supplier, whichever is higher. Supplier will invoice Customer upon the start date of hire and such invoice will be paid in full within thirty (30) days. This provision shall survive the termination of this Agreement and this provision shall not restrict in any way the right of either Party to solicit generally in the media for personnel, or restrict in any way the right of either Party to hire any person as a result of such general solicitation, and shall not restrict employees, contractors, or representatives of either Party from pursuing on their own initiative employment opportunities from or with either Party, or restrict either Party from hiring such persons under those circumstances, and shall not restrict either Party from soliciting or hiring any personnel who are referred to such Party by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by either Party to solicit employees of the other Party.

10.12 Third-Party Beneficiary. There are no third party beneficiaries to this Agreement, except Affiliates where expressly stated.

10.13 Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party. No waiver will be effective unless made explicit and in writing.

10.14 Counterparts and Originals. This Agreement may be executed and delivered in counterparts, which together will constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g. pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

10.15 Force Majeure. If either Party is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, governmental action, terrorism, riots, war, strikes, lockouts, prolonged shortage of utilities, fire, explosion, or acts of God, such Party's performance will be excused and the time of performance will be amended for the period of delay or inability to perform due to such occurrences.

10.16 Notices. Notices will be in writing, addressed to the signatories at the addresses indicated in the applicable Statement of Work and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after first class mailing; (iii) the first business day after sending via a reputable overnight carrier; or (iv) the first business day after sending via email (provided email shall not be sufficient for notices of termination, breach, or an indemnity claim).

10.17 Entire Agreement; Amendment. This Agreement, together with all Statements of Work hereunder, contains the full understanding between the Parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous representations, whether oral or written with respect to the subject matter. Except as set forth herein, this Agreement may not be modified except by a writing that is signed by both Parties. Supplier may update or modify these Terms and Conditions by posting a updated version of the Terms and Conditions to the PTSC web site (or such other location specified by Supplier); provided, however that version of the Terms and Conditions applicable to Customer shall be based upon the version posted as of the date of Customer's acceptance of this Agreement.

10.18 Order of Precedence. This Agreement shall be governed by the terms set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and Customer's purchase order or order acknowledgement, the terms of the Agreement shall control. In the event of a conflict between these Terms and Conditions and a Statement of Work, these Terms and Conditions shall control; provided that the parties may agree to amend or modify these Terms and Conditions by separate amendment that is signed by both Parties and

which specifically and expressly amends or modifies these Terms and Conditions with particularity.

10.19 Non-Exclusive Relationship. Supplier expressly reserves the right to contract with other third parties to provide Services substantially similar or identical to the Services under any Statement of Work. Customer expressly reserves the right to contract with other third

parties to receive Services substantially similar or identical to the Services provided under any Statement of Work.

10.20 Survival. The following sections shall survive any termination of this Agreement: Section 2 (Term & Termination), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 6.4, Section 6.5, Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), and Section 10 (General Provisions).