

PRODUCTS AND SERVICES TERMS AND CONDITIONS

THESE PRODUCTS AND SERVICES TERMS AND CONDITIONS GOVERN CUSTOMER'S ACQUISITION AND USE OF PROSYS INFORMATION SYSTEMS, INC. (Referred to herein as "PROSYS") SERVICES AND DELIVERABLES.

BY EXECUTING A STATEMENT OF WORK THAT REFERENCES THESE TERMS AND CONDITIONS, OR ISSUING A PURCHASE ORDER TO PROSYS AGAINST A PROSYS QUOTE, CUSTOMER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

2. TERM AND TERMINATION

2.1 Term. These Terms and Conditions will remain in effect until the completion of the applicable SOW, or delivery of all items or services purchased pursuant to a purchase order (the "Term").

2.2 Termination for Breach. A Party may terminate the Agreement and/or a SOW immediately if the other Party materially breaches the Agreement, or a SOW, and fails to remedy the breach within thirty (30) days or such other reasonable time frame as the parties may mutually agree after receiving written notice of the breach from the other Party. In addition, this Agreement and/or any SOW may be terminated effective immediately upon written notice 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. INVOICING AND PAYMENT. All prices and payments are in USD. Customer is required to make payments due under this agreement within thirty (30) days from the date Customer has received an invoice for same. Past due balances will accrue interest per month at 1.5% or at the maximum applicable statutory rate, whichever is lower. If Customer disputes the accuracy of an invoice, Customer must notify ProSys in writing no later than thirty (30) days following the date it receives such invoice. Customer may withhold the amount disputed; however, all undisputed amounts must be paid when due. An invoice will be deemed to have been accepted if Customer does not present a dispute on or before the date when the payment is due. The parties will make commercially reasonable efforts to resolve the billing dispute within a reasonable amount of time. If Customer fails to pay any undisputed invoices when due, ProSys may, upon notice to Customer, adjust pay terms, limit, or specify payment methods, and/or suspend performance under this agreement, any SOW or Purchase Order ("PO") without liability. Nothing herein limits ProSys's remedies in the event Customer fails to pay ProSys.

4. CREDIT APPROVAL. Customer must meet ProSys's continuing credit approval. In the event Customer fails to meet ProSys's credit approval as determined by ProSys in its sole discretion, ProSys may, at its option, require Customer to provide additional credit security in the form of pre-payment, letter of credit or other adequate assurances of performance acceptable to ProSys.

5. TAXES. Customer must reimburse ProSys for any tax, tariff, customs duty, surcharge, or other fees imposed by law or regulation from time to time due to the performance of the services or sale of products, and which ProSys is required to pay to any taxing or other regulatory or municipal authority unless Customer provides a valid exemption certificate prior to invoicing. Customer must indemnify ProSys for all taxes which may be levied upon ProSys because of Customer's failure to promptly provide a valid exemption certificate.

6. SERVICE FEES. Customer must pay ProSys the fees, expenses and other costs set forth in the applicable SOW. With respect to fixed price fees, ProSys may adjust such fees annually upon providing Customer at least 30 days prior written notice to account for inflation or other increased costs. Customer must pay time and a half for all hours worked beyond eight (8) hours in a single weekday or hours worked on weekends or holidays which is being charged as an hourly rate or on a time and materials basis.

7. IDLE TIME. If ProSys personnel assigned to perform the applicable services incur idle time due to the actions of Customer, or other third party under the direction of Customer, (e.g., not having resources available as outlined in the applicable SOW), then ProSys may charge by the hour for that idle time. Unless a specific rate is set forth for idle time in the applicable SOW, all idle time will be charged at the regular hourly rate set forth in the SOW for a maximum of eight hours per occurrence. If ProSys personnel incur eight (8) hours of idle time each day for three (3) consecutive business days, ProSys personnel will exit the Customer's location and not return until the project has been rescheduled, and Customer will also be responsible for all direct travel and per diem expenses incurred as a result.

8. PRODUCT TERMS

8.1 Product Pricing and Ordering. ProSys will provide product prices in a quote that will be valid for the time-period set forth in the quote. ProSys may update the quoted prices if the applicable original manufacturer of the products ("OEM") or distributor increases its prices. Customer may submit purchase orders to ProSys for the quoted products which will be subject to the terms and conditions of this agreement. ProSys may accept or reject any purchase order issued by Customer. Any terms and conditions contained in Customer's purchase order, even if such terms are acknowledged by ProSys, will be null and void. All purchase orders are non-cancellable by the Customer.

8.2 Shipping

8.2.1 Domestic Shipping. Product shipped from and to locations in the United States will be shipped FCA (Shipping Point) (Incoterms 2010), freight prepaid and charged to the Customer. Title, risk of loss, damage or destruction to the products shall pass to Customer upon delivery to the common carrier at the OEM's or distributor's location. ProSys reserves the right, in its sole discretion to select the means of shipment, point of shipping, and routing.

8.2.2 International Shipping. Products shipped from and/or destined outside the United States will be shipped FCA (Shipping Point) (Incoterms 2010), unless otherwise agreed to in writing by ProSys. ProSys will be the exporter of record (EOR) for all shipments, and Customer or its designee shall be the importer of record (IOR) in the destination country for all shipments. All taxes must be paid by Customer, using Customer's country-specific tax registration ID (e.g., VAT, GST) upon entry into the destination country, where required by the applicable jurisdiction. Additional fees, including but not limited to freight, administrative fees, insurance, or other tax, may apply to international shipments and are the responsibility of Customer.

8.2.3 Export Compliance PROSYS WILL NOT SELL (AND CUSTOMER WILL NOT PURCHASE FROM PROSYS) PRODUCT THAT IS INTENDED FOR DELIVERY TO COUNTRIES EMBARGOED BY THE UNITED STATES GOVERNMENT. CUSTOMER REPRESENTS AND WARRANTS TO PROSYS THAT CUSTOMER WILL NOT TRANSFER PRODUCT TO A MILITARY OR

GOVERNMENT END USER. Each party understands and acknowledges that United States law, including the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and the OFAC Economic Sanctions Regulations, 31 C.F.R. Parts 500 et seq. ("OFAC Economic Sanctions Regulations") govern the sale, export, or other disposition of products. Each party agrees to adhere to all provisions of the EAR and the OFAC Economic Sanctions Regulations, and the terms, conditions, required procedures, and documentation of any export licenses or other approvals issued for such products. Neither party will participate in the sale, resale, supply, export, reexport, or transfer by any means of any product acquired from or supplied by ProSys, or any technology installed onto those products, to any destination, end-user, or end-use prohibited or restricted under the export control or economic sanctions laws and regulations of the United States.

8.3 Product Returns. Subject to applicable OEM and/or distributor terms and conditions, Customer may return products that, upon delivery, are damaged or defective. Software may not be returned. ProSys may impose a restocking fee at its discretion. Refunds will not be given but credits will be applied. The Customer must complete a return merchandise authorization ("RMA") for all returns within five (5) days of receipt of the product. The RMA is available upon request.

8.4 Maintenance Services for Products. Maintenance services may be available from the OEM or ProSys. Where Customer purchases such maintenance services from the OEM through ProSys, ProSys will pass through the maintenance agreement directly to Customer, and all terms and conditions of the OEM's maintenance agreement will apply. ProSys shall not be liable for any deficiencies, breach, or other issues with the OEM's maintenance services.

8.5 Product Stored at a ProSys Warehouse. In the event Customer requests ProSys to store product purchased by Customer, Customer must enter into a Buy and Store agreement on form provided by ProSys and ProSys may charge warehousing fees. Except as otherwise agreed to by the parties in writing, ProSys is not obligated to store Customer products and reserves the right to ship any products held by ProSys to the Customer ship-to address on file.

8.6 Product Warranties. ProSys does not provide product warranties. All product warranties are provided exclusively by the OEM. ProSys will, upon request, supply to Customer (insofar as possible) details of the terms and conditions of any such manufacturer warranty. Customer is responsible for complying with the applicable terms. Upon request, ProSys will provide reasonable assistance to Customer for registering products for applicable warranties.

9. LEASING In the event Customer leases products from ProSys, ProSys may assign ProSys's rights in any such products upon providing notice to Customer. Customer shall cooperate with ProSys in the event ProSys wishes to assign its rights in such products and will execute documentation associated with such assignment. So long as title in the products remain with ProSys, in the event of any uncured default of this agreement by Customer, ProSys shall have the right to: (1) immediately re-take possession of all or any of the products upon notice, and Customer hereby authorizes ProSys for that purpose to go upon any premises (or authorize others to do so) on which the product is located; and/or (2) require Customer, at its expense, to deliver all or any of the products to ProSys within a reasonable time period specified by ProSys.

10. SERVICE DELIVERABLES. Service deliverables ("Service Deliverables") are the completed work product delivered to

Customer as set forth in a SOW entered into between the parties. Service Deliverables are subject to an acceptance testing period of ten (10) business days unless otherwise specified in the SOW. The acceptance testing period will begin the first business day following the day on which ProSys first offers the applicable Service Deliverable to Customer for acceptance. During the acceptance testing period, Customer must complete any testing as Customer desires to determine the functionality, performance, and conformance of the Service Deliverable to the specifications contained in the SOW. Customer must notify ProSys of any deficiencies in writing prior to the end of the acceptance testing period and ProSys will use commercially reasonable efforts to resolve any such deficiencies in a timely manner. If Customer (a) begins use of the Service Deliverable in a production environment before acceptance, or (b) fails to timely notify ProSys of its acceptance or non-acceptance of the Service Deliverable prior to the end of the acceptance testing period, Customer will be deemed to have accepted the Service Deliverable and shall have no further recourse against ProSys.

11. CHANGE CONTROL

11.1 Change Requests. Customer may request changes to an executed SOW by submitting a written change order request specifying the requested changes in the requirements (the "Change Request"). Customer acknowledges that any changes to a SOW may require increased work by ProSys necessitating a reasonable adjustment in the fees due ProSys. Customer agrees to negotiate such increases in good faith and to accept any delays the Service Deliverables and/or services caused by such negotiations. Acceptance of the proposed Change Request shall be at ProSys's sole discretion. If ProSys accepts the proposed Change Request and Customer accepts any associated adjustments in schedule and fees payable, the parties shall execute the proposed Change Request, which shall detail the change in the Service Deliverables or Workforce services and other related adjustments. After both parties execute the Change Request the terms of the Change Request shall prevail over the SOW to which the change applies, to the extent they are inconsistent. If ProSys does not accept the proposed Change Request and/or Customer does not accept the related adjustments to the schedule and/or fees, the proposed Change Request will be considered null and void and the applicable SOW shall continue to govern without change. If the Customer requests changes while work is in process under a SOW and the changes do not warrant the effort of the use of the change control process described in this section then ProSys will, upon Customer's written approval, charge for the work on a time and materials basis at ProSys's hourly rate set forth in the applicable SOW.

11.2 Time and Materials. 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 twenty-four (24) hour period beginning at 7:00AM and concluding at 6:00PM Monday through Friday excluding holidays as defined by United States Code Title 5 Section 6103(a). Hours worked beyond eight (8) hours in a single weekday or hours worked on weekends or holidays are considered overtime hours.

12. INTELLECTUAL PROPERTY

12.1 Background Intellectual Property. Nothing in this agreement grants Customer any right, title, or interest, express or implied, in or to any intellectual property of OEM, ProSys, or its subcontractor(s), if any, existing prior to the Effective Date or created independent of the Service Deliverables under this agreement ("Background Intellectual Property"). Customer understands and acknowledges that the Background Intellectual Property contains the valuable trade secrets of

OEM, ProSys, or its subcontractors, as applicable, and constitutes ProSys's Confidential Information. Customer may not attempt to modify, reverse engineer, or decompile the Background Intellectual Property or products supplied by ProSys. Customer may not separately use or exploit any Background Intellectual Property even if such Background Intellectual Property is incorporated in or otherwise utilized as a part of Service Deliverables or Customer Owned Deliverables.

12.2 Right to Service Deliverables and Customer Owned Deliverables. Upon payment in full of all fees due to ProSys, Customer will have a non-exclusive, non-transferable, object code only, perpetual license to use the Service Deliverables, including any Background Intellectual Property incorporated therein, solely for Customer's internal use, and subject to and consistent with the SOW pursuant to which the Service Deliverable was created. Except in the case of Customer Owned Deliverables, ProSys reserves all right, title, and interest in and to the Service Deliverables, and shall retain ownership of all intellectual property embodied in the Service Deliverables.

12.3 Intellectual Property and Licensing of Service Deliverables. Certain Service Deliverables may be expressly designated in a SOW as "Customer Owned Deliverables." In such case, upon payment in full of all relevant SOW fees, ProSys will assign to Customer all right, title, and interest to Customer in the Customer Owned Deliverables, excluding any Background Intellectual Property that may be incorporated therein. Upon Customer's request and at Customer's expense, ProSys will execute such documents as may be necessary to perfect Customer's rights in the Customer Owned Deliverables. In addition, Customer hereby grants ProSys a non-exclusive, royalty-free, perpetual, world-wide license to use the Customer Owned Deliverables in connection with ProSys's business, including, but not limited to, the provision of services, Service Deliverables and products to its customers. Except for Customer Owned Deliverables, if any, this is not a work made-for-hire agreement, as that term is defined in Section 101 of Title 17 of the United States Code.

13. CONFIDENTIALITY. 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 written agreements 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.

14. LIMITED SERVICE WARRANTY. ProSys represents and warrants: (i) that it is competent, experienced, and trained to provide all services set forth in the SOW; and (ii) that the services will be provided in a professional and workmanlike manner. NOTWITHSTANDING THE ABOVE, PROSYS DOES NOT WARRANT OR GUARANTEE IN ANY FORM THE RESULTS OR ACHIEVEMENTS OF THE SERVICES IT PROVIDES. Customer must provide ProSys with written notice of all claims for breach of service warranties within thirty (30) days of the applicable service completion. ALL WARRANTY CLAIMS NOT MADE IN WRITING WITHIN SUCH THIRTY (30) DAY PERIOD WILL BE DEEMED WAIVED. Upon its receipt of a valid warranty claim, ProSys will use commercially reasonable efforts, at its sole option and expense, to: (i) promptly refund Customer for the fees related to the non-conforming service; or (ii) correct or modify the non-conforming service to make such service conforming. The foregoing remedies in this section are Customer's sole and exclusive remedies for related to breach of the service warranties. The service warranties are solely for the benefit of Customer and Customer will have no authority to extend such warranties to any third party.

15. DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION

15.1 EXCEPT FOR AS PROVIDED IN SECTION 13, THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. THE WARRANTIES SET FORTH IN SECTION 13 CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY PROSYS WITH RESPECT TO ANY SERVICES PROVIDED BY PROSYS UNDER THIS AGREEMENT. PROSYS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROSYS DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR SERVICE 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. PROSYS WILL IN NO WAY BE HELD RESPONSIBLE OR LIABLE FOR DAMAGES, MONETARY OR OTHERWISE, BY CUSTOMER, OR ANY OTHER AFFECTED PARTY, IN THE EVENT OF SECURITY BREACHES OR NETWORK SECURITY-RELATED OUTAGES, DAMAGES, OR LOSSES AND PROSYS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE PROVISION OF ANY SERVICES RELATING TO SYSTEMS OR DATA SECURITY OR PRIVACY.

15.2 PROSYS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY PRODUCTS, CONTENT, SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PROSYS 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 PRODUCTS OR ANY THIRD-PARTY ITEMS. CUSTOMER SHOULD CONSULT THE RESPECTIVE OEMS OF THE THIRD- PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING HEREIN SHALL BE CONSTRUED AS PROSYS'S EXPANSION IN ANY WAY OF A OEM'S STANDARD END-USER WARRANTY.

15.3 EXCEPT FOR BREACHES OF CONFIDENTIALITY, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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 THIS AGREEMENT AND ALL SOWS ISSUED HEREUNDER, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROSYS'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 GREATER OF: (A) AGGREGATE AMOUNT OF THE FEES PAID TO PROSYS FOR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.

16. INSURANCE

ProSys will maintain the following insurance coverage during the Term:

- i. 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.
- ii. 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 this agreement with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- iii. Automobile Liability Insurance with a limit of not less than \$1,000,000 per accident.
- iv. Professional Liability/Errors and Omissions coverage of not less than \$3,000,000 each claim and annual aggregate.
- v. 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/countries where the services are

delivered and will be rated "A-" or better by A.M. Best. Upon request by Customer, ProSys will provide Customer with a copy of a Certificate of Insurance reflecting such coverage.

17. INDEMNITY

17.1 Customer agrees to defend, indemnify and hold ProSys harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees), claims and liabilities to the extent arising out of any suit, claim, or action by a third party relating to: (i) Customer's gross negligence, unlawful or willful misconduct or (ii) any claim of infringement of a third party's U.S. patent, trade secret, or copyright arising from Customer's unauthorized use of a product or Service Deliverable. ProSys must (a) provide Customer prompt written notice of any such claim; (b) cooperate in the defense of any such claim; and (c) not settle such claim without Customer's prior written approval.

17.2 ProSys agrees to defend, indemnify and hold Customer harmless against any and all damages, costs and expenses (including reasonable attorneys' fees), claims and liabilities to the extent arising out of any suit, claim, or action by a third party relating to (i) ProSys's gross negligence, unlawful or willful misconduct; or (ii) any claim of infringement of a third party's U.S. patent, trade secret, or copyright asserted against Customer (excluding products) by virtue of Customer's licensed use of the Service Deliverables (except if such claim arises from the unauthorized actions of Customer). Customer must (a) provide ProSys prompt written notice of any such claim; (b) cooperate in the defense of any such claim; and (c) not settle or such claim without ProSys's prior written approval.

17.3 If the Service Deliverables become or, in ProSys's opinion, are likely to become, the subject of a claim of infringement for which ProSys is obligated to indemnify Customer under this section, ProSys may, at its option and expense either (a) procure for Customer the right to continue to use the Service Deliverables as contemplated under this agreement, or (b) replace or modify the Service Deliverables and/or modify the use of such Service Deliverables so that they are no longer infringing, without loss of material functionality. If neither option is reasonably available to ProSys, then this agreement may be terminated at the option of either party hereto without further obligation or liability. In the event termination under this section occurs during the first twelve (12) months from the date of initial delivery of the infringing Service Deliverable(s), ProSys will refund the fees paid, if any, for the infringing Service Deliverables, prorated over such twelve (12) month period. The indemnification and remedies in this section constitute Customer's sole and exclusive remedies and ProSys's sole and exclusive liability regarding claims of infringement relating in any way to the services and/or Service Deliverables.

18. BACKGROUND CHECKS

ProSys will conduct, or has conducted, a criminal background check at its own expense on ProSys personnel that perform services at Customer's location prior to the commencement of such services. ProSys personnel shall not be eligible to perform services at a Customer location if he or she, to ProSys's knowledge, (1) has been convicted of any crime involving dishonesty, theft, computer crimes or financial crimes including, but not limited to, check kiting or passing bad checks; embezzlement, identity theft, fraud, money laundering; and/or (2) has been convicted of any sex or violent crime including but not limited to rape, child molestation, terrorism or battery. ProSys will conduct background checks which verify personnel information and review applicable records for ProSys personnel that perform services at

Customer's location from the previous ten (10) years, unless a shorter period is required by federal, state, or local law. Should Customer require additional background checks or other related checks for ProSys personnel, any such additional background checks will be performed at Customer's expense.

19. GENERAL PROVISIONS

19.1 Assignment. Customer may not assign this agreement or any part thereof without the prior written consent of ProSys. ProSys may assign this agreement, in whole or in part, without Customer's consent, to an affiliate, or in connection with a merger, acquisition, divestiture, corporate reorganization, or sale of all or substantially all its assets. This agreement is binding upon and inure to the benefit of the parties, their respective successors and permitted assigns. For the purposes of this agreement an affiliate is an entity that directly or indirectly shares a common ownership or control with a party to this agreement.

19.2 Governing Law, Venue and Limitation of Actions. This agreement is governed in all respects by and construed under the laws of 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 hereunder.

19.3 Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws and regulations including, without limitation, regulations on the access, collection, use, storage, transmission and provision of data.

19.4 Disclosure of Personal Information. Customer must not cause ProSys to come into contact with, control, or otherwise access personal data of any kind, including but not limited to Customer's personal data, without prior written notice to ProSys and the express identification of the personal data as such. Customer's failure to properly notify ProSys pursuant this section shall be deemed a material breach of this agreement.

19.5 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 and if applicable, the UK Bribery Act 2010 (collectively the "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.

19.6 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) 2017/679 ("GDPR") of the European Parliament and of the Council of 27 April 2017, the terms of ProSys's Data Protection Addendum as provided online by ProSys or otherwise furnished to Customer shall apply to this agreement, which are incorporated herein by reference. 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 must notify ProSys in writing before any personal data is disclosed to ProSys. Customer acknowledges and agrees that ProSys's transfer of such data to ProSys Affiliates for the purpose of effectuating this agreement will be deemed a Restricted Transfer as defined in the Data Protection Addendum between Customer and ProSys.

19.7 CCPA. The capitalized terms used in this section 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, and as applicable, the parties agree that ProSys shall provide the services solely in its capacity as a "Service Provider," as defined in the CCPA. ProSys does not, and during the Term of this agreement shall not, sell any Personal Information obtained, processed, or derived by ProSys while performing services. ProSys 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. ProSys shall not retain, use, or disclose the Personal Information outside of the direct business relationship between ProSys and Customer.

19.8 Modern Slavery. In performing its obligations under this agreement, each party will: i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes, including but not limited to the Modern Slavery Act 2015; and ii) maintain throughout the term of this agreement its own policies and procedures to ensure such compliance.

19.9 Publicity. Either party may publicly refer to the other by name and may disclose the general nature and existence of the agreement, but not any of its specific terms or performance information. Neither party will issue a press release regarding the agreement or the relationship without the other party's prior review and written consent.

19.10 Independent Contractor. The parties agree that ProSys will perform its duties under this agreement as an independent contractor. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed by or retained by ProSys who perform duties related to this agreement will remain under the supervision, management, and control of ProSys.

19.11 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 to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the agreement shall remain in effect.

19.12 Affiliates and Subcontractors. The rights and obligations of ProSys may be, in whole or in part, performed on behalf of ProSys by ProSys's affiliates, agents, subcontractors, and providers, provided that ProSys remains primarily liable to Customer for all services provided. Affiliates of ProSys may also provide products and services directly to Customer under the terms of this agreement by entering into an SOW or accepting a PO. For affiliates located outside of

the United States, the parties must execute a country addendum on form provided by ProSys. With respect to direct purchases from affiliates, the affiliate will have the rights and obligations of "ProSys" as set forth herein and Customer must look exclusively to such affiliate in the event of default.

19.13 Third-Party Beneficiary. There are no third-party beneficiaries to this agreement, except affiliates where expressly stated.

19.14 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.

19.15 Counterparts and Originals. This agreement, services addenda and SOWs hereto may be executed and delivered in counterparts, which together will constitute one and the same instrument. Original and digital signatures transmitted and received via electronic means, (e.g., pdf or similar format) are true and valid signatures for all purposes here under and shall bind the parties to the same extent as that of an original signature.

19.16 Force Majeure. If either party is unable to perform any of its obligations under this agreement due to any cause beyond its reasonable control (other than obligations to pay amounts owed hereunder), including, without limitation, governmental action, declared states of emergency, 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.

19.17 Notices. Notices will be in writing, addressed to the signatories at the addresses indicated in the introductory paragraph of this agreement 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).

19.18 Non-Solicitation of Employees. During the Term of this agreement and for a period of one (1) year after any termination of this agreement, Customer will not directly or indirectly solicit, induce, encourage or otherwise endeavor to cause or attempt to cause any employee, subcontractor or consultant of ProSys with whom Customer had contact pursuant this agreement, to terminate their relationship with ProSys, as applicable; provided, however, that nothing in this section will prohibit the use of a general solicitation in a publication or by other means not targeted at ProSys's employees, subcontractors or consultants protected pursuant this section.

19.19 Customer Furnished IP. Customer hereby covenants and represents to ProSys that in the event third-party software or other third-party items are provided by Customer to ProSys pursuant this agreement (including but not limited to, for modification, use in or otherwise instructed to be a part of any Service Deliverables or services) that Customer has sufficient rights in any such third-party owned software or item to authorize ProSys's actions pursuant to this agreement with respect to same. Customer will indemnify ProSys for any

claims against it arising from Customer's failure to have such authorization.

19.20 Entire Agreement; Amendment. This agreement, together with all Statements of Work, and addenda hereunder, contains the full understanding between the parties regarding 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.

19.21 Order of Precedence. All transactions and each SOW between Customer and ProSys for the purchase or use of information technology related services, Service Deliverables, and/or products shall be subject to this agreement without the need to attach a copy of same to any SOW, or other transaction document. In the event of any conflict or inconsistency between the provisions of this agreement and the SOW, preference shall be given to this agreement unless the SOW expressly provides that it shall override the terms of this agreement.

19.22 Non-Exclusive Relationship. ProSys expressly reserves the right to contract with other third parties to provide services substantially similar or identical to the services under this agreement. Customer expressly reserves the right to contract with other third parties to receive services substantially similar or identical to the services provided under this agreement.

19.23 Survival. Terms that by their nature are intended to survive termination shall survive including the following sections: Section 1 (Term and Termination), Section 11 (Intellectual Property), Section 12 (Confidentiality), Section 13 (Limited Warranties); Section 14 (Disclaimer of Warranties); Section 16 (Indemnity) and Section 18 (General Provisions).