

MASTER SERVICES AGREEMENT

November 17, 2016 Revision
This Master Services Agreement can be found at
<https://www.thinksis.com/legal>

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between Software Information Systems, LLC, 165 Barr Street, Lexington Kentucky 40507-1321 ("SIS") and Customer. This Agreement is accepted by the Customer and effective upon Customer's issuance of a purchase order or signed Statement of Work ("SOW").

RECITALS

Whereas, SIS is engaged in the business of providing system design, analysis, programming, installation, implementation, and managed technology Services ("Services") as described in a Statement of Work ("SOW"), and

Whereas, Customer desires to obtain the Services of SIS, and the parties have reached an agreement with respect thereto,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. APPLICABILITY. This Agreement and any subsequent addendum, amendment, exhibit, signed by the Parties sets forth the terms and conditions for the Services to be provided by SIS, and the SOW shall set forth the details, pricing, and other specific terms applicable to the transaction. The SOW shall incorporate this Agreement by reference and shall constitute the complete and exclusive terms and conditions between the parties with respect to the Services. In the event of any conflict or inconsistency between the terms of the Agreement and the SOW, the terms of the Agreement shall control unless the SOW expressly states that a provision of the SOW is to supersede or modify the terms of the Agreement.

2. SERVICES. SIS shall provide the Services to Customer as specified in in one or more SOWs signed by the Parties. Customer shall provide any customer information or materials, approvals, authorizations, to allow SIS in performing the Services, as well as obtain and maintain all necessary licenses and consents necessary to the performance of Services. Should Customer require modifications to the Services, such changes, modifications, and/or extensions to the SOW shall be reflected in a scope change request or a project change request signed by the Parties.

3. TERM, TERMINATION. The term of this Agreement shall commence on the Effective Date. Customer or SIS may terminate this Agreement for convenience upon thirty (30) days written notice, and SIS may terminate this Agreement for Customer's breach, however, if this Agreement is terminated while any SOWs are still in effect, then such SOWs will automatically terminate and Customer shall, in addition to other amounts Customer may owe, pay an early termination fee as outlined in the applicable SOW.

Either party may terminate this Agreement or related SOW if one party is in breach of any material obligation contained in this Agreement or related SOW, unless the breach is remedied within thirty (30) days from the date written notice is received by the breaching party. If the breach cannot be remedied within thirty (30) days after written notice is received, the non-breaching party has the option to terminate this Agreement; or, wait until the breach

has been cured within a reasonable time beyond thirty (30) days.

Upon termination of this Agreement for any reason, each party shall return or destroy all Confidential Information of the other party within five (5) business days of such termination. Customer shall be responsible for the expense in returning the Confidential Information in a format or media requested by Customer.

4. PAYMENT, EXPENSES, TAXES. Customer shall pay for the Services rendered by SIS at the rate specified in each SOW covered by this Agreement. Invoices setting forth an itemization of the Services performed and expense incurred will be issued on a bi-monthly basis and shall be due and payable within thirty (30) days from the invoice date. Monthly recurring Services shall be billed prospectively, in the month prior to the delivery of Services.

- Project pricing excludes any travel and living expense related to each Project Proposal or SOW.
- Any and all other supplies and/or expense incurred for completion of each Project Proposal or SOW will be pre-approved by Customer, and an itemized log will be maintained for reimbursement at cost plus a fifteen percent (15%) administration fee.
- In addition to SIS' right to suspend performance of Services, a Service charge of one and one half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) will be applied to all accounts past 30 days until payment is received.
- Customer shall be responsible for all applicable sales, use, withholding, excise, value add, and other taxes, duties, and charges imposed by any federal, state, or local governmental entity unless Customer has provided SIS with a valid tax exemption by the appropriate entity.

If Customer identifies a disruption of SIS-provided services such that Customer requests a suspension of payment, Customer must provide SIS with written notice of said disruption within ten (10) days of discovery and allow thirty (30) days for SIS to remedy. The maximum allowable

payment suspension or payment credit shall not exceed thirty (30) days of services valued under the respective SOW, unless otherwise mutually agreed to in writing.

5. WARRANTY, ACCEPTANCE. Each party warrants that it is in compliance with all laws, rules and regulations applicable to their performance under this Agreement.

SIS will perform all Services under this Agreement in a professional and workmanlike manner by qualified employees in accordance with generally accepted standards in the industry to which the Services pertain.

SIS reserves the right to determine which of its personnel, including subcontractors, shall be assigned to the project and to replace or reassign said personnel during the project.

Customer warrants that it will not, nor will it allow others, to use the Services in hazardous or critical environments requiring fail-safe performance or in any application in which the failure could lead to death, personal injury, physical, environmental, or property damage.

For Services containing a deliverable, Customer shall review such Services within two (2) days following delivery and shall notify SIS in writing within fourteen (14) days of such review of any discrepancies or deficiencies contained in such Services, otherwise such Services shall be deemed accepted by Customer. In the event Customer notifies SIS of non-conformance, SIS shall have the right to correct any errors in Services in full satisfaction of all Customer claims and as the exclusive remedy for breach of this warranty. SIS makes no representations or warranties regarding any third party services provided under this Agreement, but passes through to Customer the applicable terms and conditions of the third party.

For Services containing a service level, Customer's sole and exclusive remedy for a service level failure shall be set forth in the applicable SOW.

6. DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 5, SIS MAKES NO OTHER WARRANTIES, WHATSOEVER, WITH RESPECT TO THE SERVICES, AND EXPLICITLY DISCLAIMS ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN ADDITION, SIS DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER WILL NOT EXPERIENCE INADVERTENT OR DELIBERATE BREACHES OF SECURITY DUE TO THE INTERNET BEING INHERENTLY INSECURE.

7. INDEMNIFICATION. SIS agrees to indemnify, hold harmless and defend Customer against any claim, demand, loss or action of any third party arising out of an allegation that the Services infringe or misappropriate any proprietary rights or other intellectual property rights of any third party.

Customer agrees to indemnify, hold harmless and defend SIS against any claim, demand, loss or action of any third party arising out of any breach of this agreement by Customer.

8. LIMITATION OF LIABILITY. SIS shall not be liable for loss, destruction or damage of Customer's supplied material under any circumstances. SIS shall not be liable for failure to provide, or delays in providing Services hereunder, if due to any cause beyond SIS's reasonable control. Customer recognizes that SIS has little or no prior knowledge of Customer's Computer System and agrees that SIS shall not be held liable for any of its actions under any circumstances.

IN NO EVENT SHALL SIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM ANY BREACH OF THIS AGREEMENT HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY OR ANY SERVICE PROVIDED BY SIS TO CUSTOMER. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, SIS'S TOTAL LIABILITY WILL NOT EXCEED THE PAYMENTS RECEIVED FROM CUSTOMER IN THE PREVIOUS TWELVE (12) MONTH PERIOD.

9. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever, except to the extent Customer designates SIS as its agent to work with third parties for the limited purpose of performing Services under this Agreement.

10. INTELLECTUAL PROPERTY. All programs, specifications, applications, routines, subroutines, techniques, ideas and formulae utilized or developed by SIS in connection with this Agreement are and shall remain the sole property of SIS unless otherwise provided for in an applicable SOW.

11. CONFIDENTIALITY. Each party acknowledges that, during the term of this Agreement, it may receive non-public, confidential, or proprietary information, including but not limited to, trade secrets, technology, business operations, strategies, pricing, financial data, methodologies ("Confidential Information") from the other party. Neither party shall disclose, provide or otherwise make available to any third party any Confidential Information of the other party and shall utilize such Confidential Information only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of, this Agreement.

Each party agrees that it will exercise the same care that it customarily uses in safeguarding its own Confidential Information which it desires to retain in confidence, but always at least a reasonable degree of care. Disclosure of the other party's Confidential Information to employees

shall only be made on a need-to-know basis. Further, each party shall advise their employees of the confidential nature of Confidential Information, to ensure by agreement or otherwise that such employees are prohibited from copying, revealing or using such Confidential Information except to the extent required to carry out the parties' obligations under this Agreement. The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which: (i) is or becomes publicly available through no act or failure to act of the receiving party; (ii) is released by the disclosing party to any other person, firm or entity without restriction; (iii) rightfully obtained by the receiving party without restriction; (iv) is released by the receiving party into the public domain in response to lawful legal process and with prior notice to the other party; (v) is rightfully already known to or is independently developed by the receiving party prior to disclosure; or (vi) is or becomes part of the public domain through no breach of the confidentiality provisions of this Agreement. Further, in the event the receiving party becomes legally compelled to disclose any Confidential Information, the receiving party shall notify the disclosing party so that the disclosing party may seek a protective order or other remedy. The obligations set forth in this Section 11 shall continue for two (2) years after the expiration or termination of this Agreement.

12. NON-SOLICITATION. Customer agrees, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that Customer will not directly or indirectly solicit for hire, offer to hire, advise or assist others with the opportunity to do the same, any SIS employees, subcontractors, or agents ("Resource") without SIS' prior written consent.

13. INSURANCE. The Parties will maintain insurance under this Agreement including general liability, professional liability, and other insurance as appropriate to protect from any claims, demands, and liabilities from the performance under this Agreement. In addition, Customer will maintain property and liability insurance on all Customer equipment located at any SIS or third party facility. Customer will provide SIS evidence of such insurance policy and coverage, and agrees to notify SIS of any casualty loss relating to such Customer equipment.

14. ASSIGNMENT. Neither party may assign or transfer this Agreement or any of the rights or obligations hereunder, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed, except to a parent, subsidiary, or affiliate or in connection with a merger, a transfer of all or substantially all of its business or assets or a change in control. Any assignment in contravention of this provision shall be void. Subject to the foregoing, all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each party's successors and permitted assigns.

15. FORCE MAJEURE. Neither party shall be liable for any failure to comply with the provisions of this Agreement and such a failure shall not constitute an event of default or breach of this Agreement to the extent (i) such failure arises out of a cause that is beyond the reasonable control of such party, including without limitation: flood,

war, riot, act of terrorism, act of military, civil or regulatory authority, earthquake, act of God or natural disaster and (ii) the party claiming that its performance is affected by any such event has taken reasonable action to avoid the event, promptly notifies the other party of the event and the anticipated effects of the event on such party's performance, and continues to take reasonable means to expeditiously remedy the problem causing such nonperformance (any such event meeting the conditions of both (i) and (ii) above and not excluded in the next sentence, is a "Force Majeure Event"). The foregoing shall not apply where the affected party could have reasonably invoked its business continuity or disaster recovery plan to avoid the failure to comply caused by the Force Majeure Event. If one Party's nonperformance shall be in effect for longer than thirty (30) consecutive days, the other party shall be entitled to terminate this Agreement.

16. AMENDMENT, NOTICES. SIS reserves the right to modify this Agreement, at any time, by sending written notice to Customer. All communications regarding this Agreement shall be in writing and will be deemed to have been made to the other party if sent by first class, overnight, or hand delivery at the address below:

If to SIS:

Software Information Systems, LLC
ATTN: Contracts and Compliance Department

165 Barr Street
Lexington, KY 40507
Email: contractscompliance@thinksis.com

If to Customer, then to the address listed above and to the attention of the person executing this Agreement on behalf of Customer.

17. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties expressly agree that any civil action to enforce this Agreement or to enjoin its breach may be filed in any state or federal court in Fayette County, Kentucky having jurisdiction over the subject matter of said action, and that such court shall be the exclusive forum for any such action. Each party hereby waives any objection to the jurisdiction or venue of such court with regard to any such claim.

18. ALTERNATIVE DISPUTE RESOLUTION. If a dispute, claim, question or disagreement arises out of or relates to this Agreement or the breach thereof, the parties shall use their best efforts to resolve the dispute, claim, question or disagreement. They shall consult and negotiate with each other in good faith in an attempt to reach an equitable solution satisfactory to both parties. If they do not reach such solution within thirty (30) days from written notification by either party to the other of the dispute, before the dispute is submitted to binding arbitration, the parties agree to try in good faith to resolve the dispute by mediation with a mutually acceptable mediator, or if the parties are unable to agree to a mediator then the mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures. If the mediation does not result in a mutually agreeable resolution within thirty (30) days after the mediation process is invoked then, upon notice by either

party to the other, all disputes, claims, questions or differences shall be finally resolved by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Lexington, Kentucky. Judgment on the award rendered by the arbitration may be entered in any court of jurisdiction located in Lexington, Kentucky.

19. ATTORNEYS' FEES. In the event of a dispute under this Agreement and either party submits the dispute to arbitration or files a legal action to confirm or reject an arbitration award, the ultimate prevailing party shall be entitled to reimbursement from the other party its reasonable attorneys' fees and costs incurred in connection with the dispute.

20. SURVIVAL. Section 5 (Warranty, Acceptance), Section 7 (Indemnity), Section 8 (Limitation of Liability), Section 10 (Intellectual Property), Section 11 (Confidentiality), Section 12 (Non-Solicitation), as well as such other sections as, by their intent or meaning, are intended to so survive, will survive expiration or termination of this Agreement.

21. SEVERABILITY. If any term or provision of this Agreement is declared invalid, illegal or unenforceable in

any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

22. ENTIRE AGREEMENT BETWEEN THE PARTIES. This Agreement and any addendum(s), amendment(s), exhibit(s), SOW(s) sets forth the entire and final agreement between the parties with respect to the subject matter contained in this Agreement. The sections of this Agreement may not be explained, supplemented or qualified through evidence of prior course of dealings or trade usage. Any and all other terms and conditions, whether printed or written, shall be of no force or effect. Except as herein expressly provided for to the contrary, the provisions of this contract are solely for the benefit of the parties hereto and not intended to confer any rights, remedies, or benefits to any third party, parties, or legal entities.