

Master Services Agreement

Last Modified: 5/3/2024

This Master Services Agreement (the "Agreement"), together with any Order Forms form a binding agreement between you (the "Client") and the entity you represent and Solution Systems, Inc. ("SSI").

1. Definitions.

1a. "Services" means any software, information, or professional services licensed or contracted by Client from SSI

1b. "Order Form" means a document executed by Client and SSI that specifies the details of the Services. SSI shall provide the services set forth in one or more Order Forms, which are made part of this Agreement.

1c. "Information" means the advice, techniques, proprietary software applications, and other data created or obtained by SSI and delivered to Client via the Services as described in an Order Form.

2. License Grant. SSI grants Client a non-exclusive, non-transferable right and license to use the Services only as described on the Order Form and pursuant to this Agreement.

3. Proprietary Rights.

3a. Client acknowledges and agrees that as between Client and SSI, SSI holds all right, title and interest in and to the Intellectual Property Rights in i) the Information and the format by which SSI transmits Information, ii) the Services provided to Client hereunder, iii) any software or applications we produce on behalf of the Client, and iii) any new products or services created from processing or delivering the Information and Services provided by SSI.

3b. Client grants SSI a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution) any suggestions, enhancement requests, recommendations, proposals, correction or other feedback or information provided by Client related to the operation or functionality of the Services.

3c. Client grants SSI the right to use Client trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, on its website and in marketing and promotional materials.

4. Term and Termination.

4a. These Terms are effective as of the purchase of Services through an Order Form and continue in effect until the completion of the Services under all Order Forms, unless earlier terminated pursuant to this Section 4.

4b. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4c. Termination of this Agreement shall terminate all Order Forms currently in effect. The termination or expiration of an individual Order Form shall not have the effect of terminating any other individual Order Form or this Agreement, unless expressly agreed to by the parties in writing.

5. Fees and Payment.

5a. Client shall pay to SSI the fees as set forth in the Order Form, without setoff or deduction.

5b. The Client shall be responsible for payment of all communication charges, if applicable, and all taxes, including, but not limited to, federal, state local use, property and sales tax, incurred in connection with the Services contemplated hereunder.

6. Representations and Warranties. SSI represents and warrants, that the Services provided hereunder will substantively conform to the description set forth in the Order Form and the Services will be performed with diligence in a commercially reasonable manner.

7. Miscellaneous Provisions.

7a. These Terms and all Order Forms, together with any other documents incorporated herein by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. SSI may modify these Terms at any time, after providing notice to the Client.

7b. In the event of any inconsistency between the provisions of these Terms and any provision in an applicable Order Form, the provision of such Order Form shall govern and control with respect to that Order Form only

7c. The Parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association, under the Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained, and claims may be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: www.adr.org. This agreement shall be interpreted under the Federal Arbitration Act.

7d. All estimates of fees provided to Client are based on SSI's knowledge at the time and may change based on the receipt of additional information. Changes to the scope of our engagement, or other material changes, will result in additional Order Forms or amendments to the Agreement.

7e. Custom software development by SSI for Client is designed to work with your stated environment and usage. However, SSI cannot assure error-free operation across all available combinations of usage and environments of the program. Client acknowledges they will be responsible for certain levels of testing and will be responsible for costs related to any additional work required to deliver any features, capabilities, or environment conformance not specified in the applicable Order Form.

7f. SSI has invested significant amounts in the training and development of the staff we are assigning to your project(s). Because of the talent they bring to each of their engagements, it is not unusual for our clients to make job offers to members of our staff. As a condition to our engagement, your company or any subsidiaries and all other related entities and parties agree that they will not attempt to hire on a permanent, temporary or independent contractor basis any current employee of SSI or former employee (within twenty-four months of their separation date with SSI). If this situation should occur, the company agrees to pay SSI an amount equal to one year's (2,080 hours) worth of consulting services at SSI's current standard billing rate.