

## MASTER AGREEMENT FOR PROJECT MANAGEMENT SERVICES

The MASTER AGREEMENT FOR PROJECT MANAGEMENT SERVICES ("**Agreement**") governs the purchase and use of the project management services provided by CoreSpace, Inc. ("CoreSpace") and is between CoreSpace and the "Client" identified in a signed Service Authorization Form.

### The parties agree as follows:

The Client seeks to have commercially available information technology ("**IT**") systems, infrastructure, project work, or services (collectively, "**IT Systems**") designed and/or installed during the Term of this Agreement so that such IT Systems will be ready for use by a specified target date on which the IT Systems will be used in Client's business operations (each, an "**IT Project**"); and

In connection with such IT Projects and in accordance with the terms of this Agreement the Client desires to retain CoreSpace to perform professional services for the design and installation of IT Systems, including project management services, so that such IT Systems will be ready for use by a specified target date (hereinafter called the "**Services**").

CoreSpace and the Client, for the consideration contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

### ARTICLE I. SERVICES

A. **BACKGROUND:** The responsibilities of CoreSpace during the concept, design, procurement, construction, commissioning and closeout phases of a Client's particular IT Project will be specified in an applicable Services Order Authorization Form (defined in Art. I, Section B), and may include, but are not limited to:

1. *Project Manager Services* – CoreSpace may provide a project manager resource to serve as the Client's representative to manage the process of planning, design, construction and acceptance of the new IT Projects.
2. *Construction Coordinator Services* – CoreSpace may provide a construction coordinator resource to review and coordinate IT Projects, inspect construction sites and maintain related construction documents.
3. *Technical Engineer Services* – CoreSpace may provide a technical engineer resource to review and support technical requirements for IT Projects.
4. *Procurement Services* – CoreSpace may assist Client with (i) identifying which vendor(s) from whom it will procure its hardware, equipment, software, and other IT-related assets (collectively "**IT Assets**"), (ii) identifying which model(s) or version(s) of such IT Assets to procure, and (iii) facilitating the purchase or lease for such IT Assets.
5. *Installation Services* – CoreSpace may provide installation Services for the installation of certain IT Assets.

B. **SERVICES:** Client shall request Services from CoreSpace by submitting to CoreSpace a services order authorization form pursuant to this Agreement, in the form attached hereto as Attachment B ("**Services Order Authorization Form**"); and upon CoreSpace's acceptance of each Services Order Authorization Form, CoreSpace shall provide the Services requested in the applicable Services Order Authorization Form. Each accepted Services Order Authorization Form shall be subject to the terms of this Agreement. Any operation of the IT Systems on or after the target date and any services related thereto shall be outside the scope of this Agreement.

C. **CLIENT OBLIGATIONS:** Client will be responsible for obtaining, at no cost to CoreSpace, consents for CoreSpace's use of any third party products, including, but not limited to software, necessary for CoreSpace to perform its obligations under this Agreement and each associated Services Order Authorization Form. Client will be responsible for the performance of other contractors or vendors engaged by Client or an agent working on behalf of Client in connection with an IT Project, even if CoreSpace has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work. Client will be responsible for the contractual relationships with third parties

engaged by Client and for confirming that they cooperate with CoreSpace. Client agrees that Personal Data is not necessary for the Services, and Client shall ensure that Personal Data is not provided or otherwise available to CoreSpace in connection with CoreSpace performing any Services. **“Personal Data”** means any information that, alone or in combination with any other information, identifies or directly relates to any natural person. Decisions to be made by the Client will be made promptly and without delay. Client will be responsible for the operation and use of all IT Assets and for ensuring that the IT Assets meet Client’s requirements. Client understands and agrees that Client will be responsible for determining whether the Services and IT Assets provided by CoreSpace hereunder (1) meet Client’s business requirements, (2) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (3) comply with Client’s applicable internal guidelines, long-term goals and any related agreements. Client will be responsible for determining if and how it will implement any recommendations made by CoreSpace. Without limiting any other Client obligations, Client is responsible for final validation and approval of the accuracy of all IT Systems. Client shall ensure that all information and business requirements provided to CoreSpace by Client or by Client’s contractors is complete and accurate. Client will be responsible for providing business and technical know-how to the best of its ability to assist CoreSpace in understanding the Client requirements for the requested IT Systems for any IT Project. Client will also perform reviews and confirmation of all functional and technical assumptions. To the extent Client has a license to third-party intellectual property and CoreSpace needs to use such intellectual property to perform Services under an applicable Services Order Authorization Form, Client hereby grants to CoreSpace, during the term of the applicable Services Order Authorization Form, a non-exclusive, fully paid, non-transferable, limited sublicense to use and permit CoreSpace’s permitted subcontractors to use such third-party intellectual property, solely for the purposes of providing the Services under the applicable Services Order Authorization Form. To the extent required for any IT Project, Client shall have and shall maintain for the duration of the IT Project (all at Client’s sole expense) all permits, licenses and other authorizations that may be required by any applicable law.

D. **ACCEPTANCE.** The Parties will develop and document mutually agreeable, objective acceptance criteria that will apply to the Services, IT Assets and IT Systems for each Services Order Authorization Form (**“Acceptance Criteria”**). If the Services, IT Assets or IT Systems do not materially conform to the applicable Acceptance Criteria, Client will notify CoreSpace in writing within five (5) business days after receipt of such Services, IT Assets and IT Systems, specifically identifying the manner in which the Services, IT Assets and IT Systems fail to materially conform to such Acceptance Criteria. If Client delivers such written notice within such five (5) business day period, CoreSpace shall revise the non-conforming Services, IT Assets and IT Systems to materially conform to the Acceptance Criteria at CoreSpace’s sole expense and shall re-submit to Client within ten (10) business days for determination of acceptance in accordance with this Section D. All Services, IT Assets and IT Systems will be deemed accepted if Client does not reject the Services, IT Assets and IT Systems by providing written notice within five (5) business days after receipt thereof. The remedy set forth in this Section D shall be Client’s sole and exclusive remedy for any Services, IT Assets and IT Systems that do not comply with the Acceptance Criteria.

## ARTICLE II. TERM

A. **TERM:** Unless the Service Authorization Form states otherwise, the Services will be performed on a per project basis. The term begins on the date CoreSpace begins work. Notwithstanding any expiration (but not termination) of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect for any Services Order Authorization Forms accepted by CoreSpace prior to the expiration of this Agreement until such Services Order Authorization Forms expire or are terminated in accordance with the provisions set forth therein.

B. **TERMINATION:** If a Party materially breaches this Agreement and such breach remains uncured for thirty (30) days after written notice thereof from the non-breaching Party, then the non-breaching Party shall thereupon have the right to terminate this Agreement by giving a written termination notice to the Party in breach. Either Party may also terminate the Agreement for convenience and without cause by providing the other Party with no less than ninety (90) days prior written notice. Notwithstanding any termination or expiration of this Agreement, Client shall pay to CoreSpace all compensation due to CoreSpace for its Services and Reimbursable Expenses through the effective date of termination or expiration, and, in the event Client terminates this Agreement for convenience while an accepted Services Order Authorization Form remains in effect, Client shall also pay to CoreSpace an amount equal to three times the amount of the Project Management Fees identified on the accepted Order Authorization Forms.

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**ARTICLE III. COMPENSATION**

A. **FEES:** Client shall pay to CoreSpace the compensation and other fees no less than the pricing set forth on Attachment A, attached hereto and hereby incorporated into the Agreement, unless otherwise set forth in the Services Order Authorization Form ("**Fees**").

B. **THIRD-PARTY COSTS:** To the extent Client requests that CoreSpace coordinate the purchase or lease of any IT Assets, Client shall be responsible for payment of all applicable costs for the purchase or lease of such IT Assets, including, without limitation, (1) purchase price, (2) license fees, (3) lease fees, (4) royalties, (5) insurance, (6) shipping, handling and storage, (7) taxes, duties, tariffs and any other charges imposed by any governmental authority, (8) cancellation charges, modification charges, re-stocking charges, return charges, liquidated damages, or penalties, (9) expediting fees, (10) any other charges imposed or passed through by a third party provider of IT Assets, and (11) any other amounts to be paid to any third party to procure on Client's behalf any IT Assets and to have such IT Assets delivered to and available at each location required for the performance of Services (collectively, "**Costs**"). If any third-party Costs are paid directly by CoreSpace, Client is responsible for and shall pay CoreSpace for those Costs as follows: Costs plus ten percent (10%).

C. **BILLING:** For each Services Order Authorization Form, CoreSpace will invoice Client in advance for fifty percent (50%) of the Fees (or a higher percent of the Fees as may be mutually agreed). CoreSpace shall invoice Client for the remaining portion of Fees in equal monthly installments and for all Reimbursable Expenses, in arrears. Client shall pay all such invoices within 30 days of the date of such invoice.

D. **REIMBURSABLE EXPENSES:** The Client shall also compensate CoreSpace for travel, living, and other expenses incurred by CoreSpace in its performance of the Services ("**Reimbursable Expenses**") in addition to the Fees. Reimbursable Expenses will be billed to the Client at the following rates:

1. Travel expenses:
  - a. Within Dallas, Tarrant, Denton, Collin and Rockwall Counties: No reimbursement.
  - b. Beyond the above counties:
    - i. Automobile: \$0.54/mile.
    - ii. Air Travel: Actual coach class fare.
    - iii. Rental Automobile: Actual costs for midsize car or smaller.
    - iv. Taxis, ferries, and other transportation costs: Actual costs incurred.
2. Per diem expenses:
  - c. Lodging: Actual costs up to \$150 per night, not including state and local taxes.
  - d. Restaurant Meals: Actual costs up to \$65 per day, not including taxes.
3. Service Charge on fees or costs paid for by CoreSpace for any approved Subconsultants, Materials & Equipment beyond the approved Services Authorization Form: Ten Percent (10%).

E. **TAXES:** The Fees do not include local, state, or federal sales, use, gross receipts, excise, personal property or other similar taxes or duties with respect to the Services, and such taxes or duties shall be assumed and paid for solely by the Client.

F. **SUSPENSION OF SERVICE:** If Client fails to pay when due all amounts set forth on an invoice submitted by CoreSpace pursuant to Art. III, Section C, Client shall be deemed to be in material breach of this Agreement and CoreSpace shall, without any limitation on any other rights available to it, have the right to: (1) suspend all performance of Services until all past due amounts are paid in full; (2) charge Client a late fee of 10% of the total applicable invoice amount (or, if lower, the highest amount allowed by law); (3) charge Client interest on all past due amounts at the maximum interest rate allowed by law; and (4) charge Client for all costs incurred by CoreSpace in collecting any late payments, including attorneys' fees, court costs, and collection agency fees. Notwithstanding anything herein to the contrary, such suspension of Services by CoreSpace shall not be deemed a breach of this Agreement, in whole or in part, by

CoreSpace, and CoreSpace shall not be liable to the Client or any third party for (x) any increase Fees, Costs or Reimbursable Expenses arising from Client's failure to timely pay, (y) delay in the time for completion of any IT Project, or (z) any other adverse consequences, claims, liabilities or expenses which may arise due to Client's exercise of any rights pursuant to this Art. III, Section F.

#### ARTICLE IV. ADDITIONAL TERMS AND CONDITIONS

##### A. SERVICES OBLIGATIONS AND LIMITATIONS:

1. CoreSpace represents and warrants that it will use commercially reasonable efforts to perform the Services in a workmanlike manner. Client acknowledges and agrees that CoreSpace is not a guarantor of work performed by third parties engaged by Client, CoreSpace is not in control of any acts or omissions of such third parties, and CoreSpace shall have no liability of any kind relating to or arising out of any acts or omissions of such third parties. Without limiting the foregoing, CoreSpace shall not be liable or responsible for (i) defective or non-conforming work performed or materials or equipment provided by any such third party; (ii) the means and methods of construction or installation (including such third party's safety program), used by such third party; or (iii) the actual completion of, or any delays in completing, any work by such third parties. To the extent completion of an IT Project is delayed or any Services Order Authorization Form must be amended (including, without limitation, with respect to the scope of work, schedule, Fees, Reimbursable Expenses or Costs) due to any acts or omissions of Client or any third party engaged by Client, CoreSpace shall not be liable for such delays or any additional costs relating to any amendments to any Services Order Authorization Form.

2. Client shall promptly provide CoreSpace with work space, resources, documentation, access to internal and third party stakeholders, access to facilities, and any information as CoreSpace deems necessary or helpful for CoreSpace to perform its Services hereunder. CoreSpace shall not be responsible or liable for any delay or failure of performance caused, in whole or in part, by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

3. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS. CORESPACE DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AND CORESPACE SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NOTHING IN THIS AGREEMENT, ANY SERVICES ORDER AUTHORIZATION FORM OR ANY OTHER AGREEMENT BETWEEN THE PARTIES SHALL BE CONSTRUED AS ANY WARRANTY OR GUARANTEE WITH RESPECT TO THE PERFORMANCE OF ANY IT SYSTEM OR IT ASSETS, AND CORESPACE MAKES NO REPRESENTATION OR WARRANTY THAT CLIENT WILL ACHIEVE ANY SPECIFIC BUSINESS OUTCOME AS A RESULT OF THE SERVICES, IT SYSTEMS OR IT ASSETS.

##### B. IT ASSETS OBLIGATIONS:

1. The Parties acknowledge and understand that, notwithstanding any Services related to the procurement of IT Assets: (i) CoreSpace is not selling or leasing any IT Assets to Client under this Agreement; (ii) all orders and other agreements for the purchase or lease for IT Assets will be issued, submitted, or executed by Client, in Client's name, to or with the applicable manufacturer or vendor of the IT Assets; and (iii) Client is solely responsible for the operation and maintenance of any IT Assets. To the extent that Client desires for CoreSpace to operate and/or maintain the IT Assets, the Parties shall execute a separate 'Managed Services Agreement' (or similar agreement) governing such services. CoreSpace shall not take possession or title of any IT Assets, and, as between the Parties, Client bears all risk of loss and other incidences of ownership with respect to the IT Assets. Client is solely responsible for inspecting and accepting or rejecting any IT Assets in accordance with all obligations imposed by the provider of such IT Assets. Any warranty claims, returns, requests for repair or requests for service with respect to any IT Assets shall be made solely by Client so the provider of such IT Assets, and CoreSpace shall have no responsibility and shall bear no expense or liability with respect to such matters. Client shall indemnify, defend and hold

CoreSpace harmless from any liability, damages or costs (including reasonable attorneys' fees) relating to or arising out of any disagreement or claim between Client and any provider of IT Assets.

2. CLIENT ACKNOWLEDGES AND AGREES THAT: (I) THE IT ASSETS WILL BE OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURER SELECTED AND APPROVED BY CLIENT; (II) CORESPACE IS NOT A MANUFACTURER OF, OR DEALER OR RESELLER OF, THE IT ASSETS; (III) NEITHER THE VENDOR OR MANUFACTURER OF THE IT ASSETS NOR ANY AGENT THEREOF IS AN EMPLOYEE OR AGENT OF CORESPACE; (IV) CORESPACE HAS NOT, WILL NOT, AND HAS NO OBLIGATION TO, INSPECT THE IT ASSETS WHEN RECEIVED; (V) CORESPACE IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN THE IT ASSETS OR THE OPERATION THEREOF; AND (VI) CORESPACE HAS NOT MADE, WILL NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR COVENANT, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ON WHICH CLIENT MAY RELY, INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, CONDITION, TITLE, QUALITY, DESIGN, DURABILITY, OR SUITABILITY FOR CLIENT'S PURPOSE OF THE IT ASSETS IN ANY RESPECT, ANY INFRINGEMENT ARISING OUT OF THE USE OF ANY IT ASSET, OR ANY LATENT OR PATENT DEFECTS. CORESPACE SHALL NOT BE LIABLE TO CLIENT FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED BY THE IT ASSETS OR ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN.

C. RECORDS: Records of CoreSpace's Reimbursable Expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis, and shall be made available, upon request, to the Client or its authorized representatives at mutually convenient times.

D. HOLD HARMLESS: Client shall defend, indemnify and hold harmless CoreSpace, its affiliates, and their respective officers, directors, employees, agents, contractors, successors, and assigns (each, an "Indemnitee") from and against any liability, claim, demand, suit, or cause of action, regardless of whether meritorious, settlement, payment, loss, disbursement, cost and expense, interest, award, judgment, damages (including punitive damages), lien, fine, fee, penalty, and any litigation expenses incurred by any Indemnitee in connection with any direct or third party claim, dispute, or cause of action arising from, in connection with, or resulting from: (i) bodily injury or death to persons and/or damage to property, caused by or resulting from the actions or omissions of Client (or any person or entity for whom Client is responsible); (ii) the negligence, willful misconduct, or fraud of Client (or any person or entity for whom Client is responsible); (iii) any breach of (a) this Agreement or (b) any agreement between Client and a third party, or (c) any agreement entered into by any person or entity for whom Client is responsible; or (iv) any products (including the IT Assets) or services provided by a person or entity other than CoreSpace.

E. GOVERNING LAW; JURISDICTION: This Agreement shall be deemed executed in Dallas County of the State of Texas and the laws of the State of Texas shall govern its interpretation and the application of its provisions without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute hereunder which is not resolved by the Parties after good faith negotiations, either Party may institute proceedings solely in a court located in the State of Texas in the County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The prevailing Party shall be entitled to recover attorneys' fees, in addition to any relief awarded by a court of competent jurisdiction.

F. CONFIDENTIALITY LANGUAGE:

1. Definition of Confidential Information. The term "**Confidential Information**" shall mean data or information in any form or medium (whether oral, written, machine-readable, web-accessible, electronic, or otherwise) relating to a Party's business activities, products or services which is disclosed by one Party (as the "**Disclosing Party**") to the other Party (as the "**Receiving Party**"), in each case whether or not marked as "confidential" or "proprietary", pursuant to this Agreement, except such data or information which the Receiving Party can demonstrate by written or other documentary records (i) was previously known to the Receiving Party before being

disclosed hereunder, (ii) is generally available to the public through no fault of the Receiving Party, or (iii) is subsequently disclosed to the Receiving Party by a third party who is not under any obligations of confidentiality to the Disclosing Party.

2. Standard of Care. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) not disclose or permit access to Confidential Information other than to its personnel, contractors, or agents who (x) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (y) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section, and (z) are bound by confidentiality and restricted use obligations no less protective of the Confidential Information as the terms set forth in this Section; (iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and (iv) be responsible and liable for any of its personnel's, contractors', or agents' non-compliance with the terms of this Section. The Receiving Party further agrees that upon expiration or termination of this Agreement, it promptly will deliver to the Disclosing Party or, at the Disclosing Party's sole option, destroy all Confidential Information of the Disclosing Party (including any copies thereof) in Receiving Party's possession or control and certify in a writing signed by the Receiving Party that such delivery or destruction has been accomplished.

3. Compelled Disclosures. If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or elect to permit such disclosure; and (ii) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party elects to permit such disclosure or, after providing the notice and assistance required, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

G. **FORCE MAJEURE:** Except for Client's obligation to make payments hereunder, neither Party shall be liable to the other Party in any way for any failure or delay in the performance of its obligations under this Agreement due to any cause beyond such Party's reasonable control, including acts of God, explosions, failure of utilities (including Internet), mechanical breakdowns, shortage of labor or supplies, or other such occurrence (each, a "**Force Majeure Event**"); provided, however, that the Party affected by the Force Majeure Event shall provide the other Party with notice of the Force Majeure Event and use commercially reasonable efforts to minimize the effect of the Force Majeure Event upon such Party's performance.

H. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL CORESPACE BE LIABLE TO CLIENT OR ANY THIRD PARTY, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS; OR (II) ANY AMOUNTS IN EXCESS OF THE FEES ACTUALLY PAID BY CLIENT TO CORESPACE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM(S) OR CAUSE(S) OF ACTION. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

I. **THIRD PARTY ASSIGNMENT AND SUBCONTRACTING:** Client agrees that CoreSpace may, in its sole discretion, subcontract any services to a third party contractor approved by CoreSpace. CoreSpace may also transfer or assign this Agreement, and/or CoreSpace's rights and obligations hereunder, to any successor to CoreSpace by purchase (which includes without limitation, the transfer of all or substantially all of the membership interests or assets of CoreSpace), merger, consolidation, acquisition, or reorganization. Client may not assign, delegate, or transfer this Agreement, in whole or in part, except that Client is not prohibited from assigning this Agreement and obligations hereunder to any successor to Client by purchase (which includes without limitation, the transfer of all or substantially all of the membership interests or assets of Client), merger, consolidation, acquisition, or reorganization, provided, however, Client must notify CoreSpace a minimum of 45 days in advance of any assignment becoming effective. CoreSpace may terminate this Agreement, at its business discretion, by giving a minimum of 30 days' notice no later than 90 days after receiving such assignment notice from the Client. Any purported assignment in violation of this Section is void. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and, subject to Art. IV, Section D, nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

J. **COMPLIANCE WITH LAWS:** Client agrees to comply with all federal, state and local rules, regulations and laws to which it is subject.

K. **INDEPENDENT CONTRACTORS:** The Parties acknowledge and agree that the relationship created hereby is one of independent contractors, and that nothing set forth herein, or in the course of dealing between the Parties, shall be deemed to create a partnership, joint venture, franchise or franchisee arrangement, employment relationship, or any other relationship. Neither Party shall have the right or power to bind and/or obligate the other.

L. **NON-SOLICITATION:** Both the Client and CoreSpace acknowledge the value of the employment relationships between the other Party and its employees and contractors. Each of the Parties acknowledges that the other Party's employees and contractors who perform services of a special and unique nature and has expended, and will continue to expend, substantial time, effort and money to recruit, train and keep its employees and contractors, the loss of whom would cause substantial and irreparable injury and loss of profits and goodwill for which there is no adequate remedy at law. To preserve the integrity of the employment relationship between each Party and its respective employees and contractors, each Party agrees that neither it, nor its affiliates will directly or indirectly interfere in any way with the employment relationships of the other Party during the Term and for a period of one (1) year thereafter. Without limitation, each Party agrees that, during the applicable period, neither it, nor its affiliates will without the written consent of the other Party, (i) employ or consider for employment any employee or contractor of the other Party or of the other Party's affiliates, or (ii), directly or indirectly, recruit, solicit, make employment inquiries regarding or discussing prospective employment with, any employee or contractor of the other Party or of the other Party's affiliates. The covenants contained in this section shall survive the expiration or termination of this Agreement. A breach of any of the other provisions of this Agreement shall not constitute a defense to this Section.

M. **INTERPRETATION:** For purposes of this Agreement, (a) headings contained in this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement, (b) the words "include", "includes" and "including" and any other forms of "include" are deemed to be followed by the words "without limitation"; (c) the word "or" is not exclusive; and (d) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (f) words denoting any gender include all genders; and (g) a derivative of a defined term shall have the meaning appropriate to the context of its use. Whenever this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules, exhibits, attachments, appendices, and other documents referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. To the extent there is a conflict between this Agreement and any Service Order Authorization

Form, the terms of this Agreement shall control. No supplemental terms or purchase orders issued by Client shall operate to modify this Agreement or any Service Order Authorization Form, and shall be disregarded entirely and given no effect unless expressly agreed to in writing signed by CoreSpace.

N. PUBLIC ANNOUNCEMENTS: Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other Party, which consent may be withheld in the withholding Party's discretion; provided, however, that CoreSpace may, without Client's consent, include Client's name and/or other indicia in its lists of its current or former clients of CoreSpace on CoreSpace's website(s) or other electronic content or in promotional and marketing materials.

O. RIGHT TO PRELIMINARY AND INJUNCTIVE RELIEF: Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations hereunder involving intellectual property rights, Confidential Information, compliance with laws, or non-solicitation, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

P. CUMULATIVE REMEDIES: The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of a right or remedy with respect to one breach of this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

Q. ENTIRE AGREEMENT: This Agreement, including all appendices, exhibits, schedules, attachments, and documents incorporated by reference, and any Services Order Authorization Forms accepted by CoreSpace sets forth the entire, final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The Parties do not intend that the provisions of this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, action, or agreement of the other Party, except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than any expressly stated in this Agreement. If any provision of this Agreement is held invalid or unenforceable in any jurisdiction, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event of any conflict between any provision of this Agreement and any applicable law, the provision or provisions of this Agreement affected shall be modified to remove such conflict and permit compliance with such law, and as so modified this Agreement shall continue in full force and effect, and such illegality shall not affect any other term or provision of this Agreement.

R. AMENDMENT AND MODIFICATION; WAIVER: No amendment to or modification of this Agreement or any Service Order Authorization Form accepted by CoreSpace is effective unless it is in writing, identified as an amendment, and signed by an authorized representative of each Party. Subject to the Section entitled "Signatures", e-mails or similar electronic communications shall not be deemed writings signed by authorized representatives, as required above, and shall under no circumstances be deemed sufficient to modify, terminate or otherwise change the Agreement or any Service Order



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Authorization Form accepted by CoreSpace, regardless of whether such e-mails or other electronic communications contain electronic signatures or similar marks. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as expressly set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

S. NOTICES: Each Party giving or making any notice, consent, request, demand, certificate, or other communication pursuant to this Agreement (each, a “**notice**”) shall provide the notice in writing and deliver it: (i) personally; (ii) by a nationally recognized overnight courier; or (iii) by pre-paid, first class, certified or registered mail, return receipt requested; and in each case such notice shall be addressed to the intended recipient thereof (the “**Addressee**”) at the receiving Party’s address first listed above. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows: (i) if a notice is furnished by hand or by email, on the date of delivery or transmission if delivered/sent during the Addressee’s normal business hours on a business day (otherwise on the next business day); or (ii) if a notice is sent by a nationally recognized overnight courier or by pre-paid, first class, certified or registered mail, return receipt requested certified mail, then upon the date of delivery as indicated by the receipt or other tracking record. A Party may change the address to which a notice shall be delivered or mailed by giving written notice thereof to the other Party in accordance with this Section. All notices to CoreSpace shall be sent to:

For CoreSpace:  
CoreSpace, Inc.  
Attention: Legal Department  
7505 John W. Carpenter Fwy.  
Dallas, TX 75247  
legal@corespace.com



## ATTACHMENT A

### TERMS OF COMPENSATION

A. STANDARD SERVICES COMPENSATION: The Client shall pay CoreSpace the Fees set forth in each Services Order Authorization Form accepted by CoreSpace in accordance with the pricing set forth below:

1. For specific, fixed-price IT Project package rates, the Fees will be negotiated in good faith and agreed upon by the Parties, on a case-by-case basis, in the applicable Services Order Authorization Form.
2. For professional sub-consultants retained by CoreSpace performing services related to this Agreement, ten percent (10%) of the amount billed to or incurred by CoreSpace for such services. All such consultants shall be approved in advance by Client.
3. For all Services not specifically provided on a fixed-price basis, the Fees shall be calculated on a time and materials basis in accordance with the hourly rates below for the applicable resource. Any Reimbursable expenses, including travel, will apply. Hours will be billed in 30 minute increments. Depending on the scope of the IT Project, a deposit could be required prior to the commencement of Services.

Title	Rate for Standard Business Hours <sup>1</sup>	Rate for any Hours beyond Standard Business Hours
Project Manager	\$150/Hr.	\$185/Hr.
Technical Engineer	\$150/Hr.	\$200/Hr.

1 - Standard Business Hours are Monday through Friday, from 7:00 A.M. to 7:00 P.M. CST, not including nationally recognized holidays.

B. ADDITIONAL SERVICES: Should events occur, beyond the control of CoreSpace, that cause an increase in the time required or the cost to complete the Services, or should the Client request CoreSpace to perform additional Services beyond what was included in the Services Order Authorization Form ("**Additional Services**"), CoreSpace shall be entitled to receive "**Additional Services Compensation**" (which shall be deemed to be included in the definition of Fees). The amount of Additional Services Compensation to be paid to CoreSpace shall be set forth in a written amendment to the Services Order Authorization Form and executed by the Client and CoreSpace. In the event no agreement is reached as to the amount of Additional Services Compensation to be paid to CoreSpace, the Client may issue a written order to CoreSpace to proceed with or to resume the work on the IT Project and CoreSpace may proceed or resume the performance of the Services and/or the Additional Services, and such Additional Services Compensation shall be determined on a time and materials basis in accordance with the hourly rates above for the applicable resource.