

Master Terms & Conditions of Service

Last updated: 6/24/24

The data, support, consulting, and related services selected and set forth on the Services Order and any and all other services provided by OutSolve to Client ("Services") are governed by these Master Terms & Conditions of Service (together with the Service Order and its attachments, the "Contract"). No other terms or conditions, or proposed addition, alteration, or deletion shall be binding unless accepted by both parties in writing, and this Master Terms & Condition of Service shall take precedence over any other terms and conditions printed on any purchase order form issued by Client.

1. **Payments.** Unless otherwise provided in writing, all payments are due 30 days from receipt of OutSolve's invoice. In case of a question over the amount of any invoice, Client shall pay timely that portion of the invoice that is not in question and submit any objections to OutSolve within 10 days of receipt of the invoice. OutSolve and Client shall make every effort to settle the matter within twenty (20) days. If any amount is not paid within the time period set forth in this Contract, the unpaid amount shall bear interest at a rate of five percent (5%) above the prime rate published from time to time in The Wall Street Journal.
2. **Taxes.** Client agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, Client shall provide OutSolve with a certificate acceptable to the taxing authorities exempting Client from payment of these taxes. In no event shall Client be responsible for taxes based on the net income or gross receipts of OutSolve.
3. **Proprietary Information**
 - 3.1. **Ownership.** Each party retains ownership of its intellectual property, including its background intellectual property and intellectual property developed in the performance of the Contract, whether patented or unpatented, including know-how and trade secrets. No right or license under intellectual property is granted by either party to the other except as necessary to achieve the purposes expressly stated in this Section 3.
 - 3.2. **Confidentiality.** All information disclosed by one party to the other in the performance of the Contract shall be considered confidential. The receiving party shall not, without the prior written consent of the disclosing party, use

such information or disclose same to any third party, except as reasonably required in the performance of the Contract and conditioned on each such third party receiving information being bound by obligations of confidentiality and limited use coextensive with those of the receiving party herein. The foregoing obligations shall not apply to that portion of such information: 1) which is now in or hereafter enters the public domain through no fault of the receiving party, its officers, agents, or employees; 2) known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party and there is adequate documentation to demonstrate either condition; 3) inadvertently or accidentally used or disclosed despite the exercise of necessary and commercially reasonable standards to preserve or safeguard proprietary information and all reasonable actions are taken to retrieve disclosed information and halt any further disclosure; and 4) disclosed without restriction to the receiving party from a source other than the disclosing party which source has the right to disclose such information to the receiving party. Any deliverables or filings by OutSolve to or on behalf of Client in the provision of these Services shall become the property of Client.

- 3.3. **Anonymised and Aggregated Data.** Notwithstanding the foregoing, insofar as any information is held, processed, disclosed, or published in a form which cannot be linked to Client, Client's wages, Client's employees, and Client's applicants, OutSolve may generate or extract such "Anonymised and Aggregated Data" out of any databases containing Client information, and OutSolve may make use of any such Anonymised and Aggregated Data for purposes of statistical analysis and for research and development.
4. **Pricing.** Unless otherwise specified, all prices stated herein are in U.S. Dollars. After the first year of service, OutSolve will increase the fees for such services stated herein by 3% for each subsequent year in the term of service.
5. **Renewal.** After the final year of the Service Term of any annual service, the parties agree that this agreement shall automatically renew, on the anniversary of the Service Start Date. However, either party may elect not to renew by providing written notice to the other party at least 30 days prior to the closing date for the applicable reporting cycle.

6. **Third-party Invoice Fees.** If Client requires OutSolve to submit invoices through 3rd party procurement systems, then any associated fees incurred by OutSolve will be reimbursed by Client, plus a \$100 processing fee per occurrence.
7. **Warranty and Liability.**
 - 7.1. **Warranty.** OutSolve shall perform the Services in accordance with generally accepted professional practices of the industry in the U.S.A. If errors or deficiencies occur, OutSolve shall, at its option, either (i) re-perform the Services in accordance with this Contract as required for correction of such errors or deficiencies or (ii), if re-performance is impractical, refund to Client the portion of the compensation paid by Client with respect to the erroneous or deficient portion of the Services, provided that for either (i) or (ii) Client has given OutSolve prompt written notice of such errors or deficiencies in reasonable detail within twelve (12) months following completion and acceptance of the applicable Services. This Section 7.1 STATES THE LIMIT OF OUTSOLVE'S LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ERRORS AND DEFICIENCIES IN THE SERVICES, INCLUDING ERRORS OR DEFICIENCIES ALLEGED TO BE DUE TO NEGLIGENCE.
 - 7.2. **Limitation on Damages.** Under no circumstances shall either party be liable to the other for loss of profit, downtime, loss of use, loss of revenue or for indirect, special, incidental, exemplary, punitive or consequential damages of any sort (collectively and severally "Consequential Damages"), and each of Client and OutSolve hereby release each other from and against any and all claims for Consequential Damages incurred, asserted, or claimed to arise out of this Contract. IN NO EVENT SHALL OUTSOLVE'S CUMULATIVE LIABILITY TO CLIENT FOR ANY OCCURRENCE OR CLAIM MADE EXCEED THE AMOUNT OF INSURANCE COVERAGE AVAILABLE TO OUTSOLVE FOR SUCH CLAIM OR OCCURRENCE SET FORTH IN SECTION 8 HEREOF.
 - 7.3. **Mutual Indemnification.** OutSolve and Client agree to release, indemnify, defend, and hold each other harmless from and against any and all claims, losses, or proceedings for misappropriation or intellectual property infringement to the extent attributable to each such respective party's information, data, processes, software, or materials provided hereunder.
 - 7.4. **Application.** The provisions of this Section 7 shall apply irrespective of the basis of the claim, whether in equity or at law, in contract or in tort (including negligence or other fault), whether arising directly or indirectly from the performance or non-performance of this Contract, whether or not the loss or

damage was foreseeable and shall survive the performance or earlier termination of this contract.

8. **Insurance.** OutSolve shall maintain, at all times during the term of this Contract, the following insurance coverages with limits not less than those specified below.
 - 8.1. Worker's Compensation coverage satisfactory of statutorily required amounts for the applicable jurisdiction.
 - 8.2. Employer's Liability: \$1,000,000 per occurrence, \$1,000,000 aggregate.
 - 8.3. Commercial General Liability: \$2,000,000 per occurrence, \$4,000,000 aggregate.
 - 8.4. Auto Liability Coverage: \$1,000,000 per occurrence, \$1,000,000 aggregate.
 - 8.5. Network / Cyber Security: \$5,000,000 per occurrence, \$5,000,000 aggregate.
 - 8.6. Professional Errors and Omissions Coverage: \$2,000,000 per occurrence, \$4,000,000 aggregate

9. **Miscellaneous**

- 9.1. **Professional Services.** OutSolve is not engaged in the practice of law, engineering, or accounting and will not render any such licensed professional service pursuant to this Contract. Should such professional services be required, OutSolve will work with Client, and, if requested, refer Client to professionals whom OutSolve reasonably believes to be knowledgeable in the subject area.
- 9.2. **Amendment.** No alteration or modification of any provision of this Contract will be valid unless it is in writing, it expressly refers to this Contract, and it is duly executed by authorized representatives of the parties.
- 9.3. **Governing Law and Forum Selection.** All questions relating to the validity, interpretation, or performance of this Contract shall be determined in accordance with the laws of the State of Delaware, disregarding any conflict of laws rules which may dictate the application of the laws of another jurisdiction. All suits hereunder will be brought solely in Federal Court for the District of Delaware, or if that court lacks subject matter jurisdiction, in any Delaware State Court in Wilmington, Delaware. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 9.4. **No Waiver.** The failure of either party to insist upon the other party's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve such other party from its duty to comply with such obligations in all other instances.

- 9.5. **Assignment.** Neither party shall assign its interest in this Contract without the prior written consent of the other party hereto, except that either may assign its interest without such consent to its successor by merger or consolidation or to a person, firm, or corporation acquiring all or substantially all of its business and assets. No assignment or transfer of its interest shall release a party from its obligations and liabilities under this Contract, and this Contract shall be binding upon and inure to the benefit of Client's and OutSolve's respective successors and assigns.
- 9.6. **Severability.** If any provision of this Contract, or the application thereof to either party hereto, is held illegal, unenforceable, or otherwise invalid by government promulgation or court decree (an "Invalid Provision"), such holding shall not affect the other provisions or application of this Contract which can be given effect without the Invalid Provision, and to this end the parties agree that the provisions of this Contract are and shall be severable and such Invalid Provision shall be reformed with a legal, enforceable, and valid provision effecting as close as possible the intent and purpose of the Invalid Provision.
- 9.7. **Termination and Suspension.** Either party may terminate this Contract or suspend all or any portion of the Services upon written notice to the other party in the event that:
- 9.7.1. The other party shall materially breach any of the obligations or provisions of this Contract and shall fail to initiate adequate measures to remedy such breach within ten (10) days after receipt of notice thereof, stating the notifying party's intent to invoke the provisions of this Section 9.7. Client's failure to make payment timely in accordance with Section 1 above shall be deemed a material breach; or
- 9.7.2. The other party shall make a general assignment for the benefit of creditors, or a receiver shall be appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any bankruptcy, insolvency, or similar statute or law for the relief of debtors.
- 9.7.3. Client agrees that OutSolve's pricing and the payments due under agreements with multi-year service terms are based on Clients' agreement to receive and pay for the services over the full multi-year service term. If Client cancels service or otherwise terminates any agreement with a multi-year service term early, for any reason other than for just cause, Client agrees to pay OutSolve as liquidated damages 75%

of the agreed price for all services that OutSolve was to have performed during the 12-months immediately following the termination and 50% of the agreed price for any services that OutSolve was to have performed more than 12-months after the termination as an alternative to Client having to pay the full remaining charges. The amount is payable immediately in full. OutSolve and Client agree that damages would be difficult to calculate, that this amount constitutes reasonable liquidated damages RATHER THAN A PENALTY, and that this amount constitutes a fair and reasonable estimate of the value of OutSolve's services, lost opportunity, lost profit, and other damages. Notwithstanding the foregoing, no contract termination charges are due if the contract is terminated during the thirty (30) day renewal period at the end of the initial multi-year service term.

9.7.4. Should Client terminate any agreement after OutSolve commences work but before completion, Client agrees that its action terminates all warranties by OutSolve and relieves OutSolve of any and all contractual and other obligations.

9.8. **Notices.** Any notice provided for herein shall be in writing and shall be deemed to have been properly given by either party to the other if such notice shall have been delivered by hand or mailed, postage prepaid, or by email with receipt confirmed by either active response or delivery receipt.

9.9. **Counterparts.** Facsimile and Electronic Signatures. This Contract, including the Service Order and any attachments may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and a facsimile, electronic signature, or computer-printed attachment shall be deemed an original signature and document of each party.

9.10. **Entire Contract.** This Contract, including the applicable Service Order and attached Schedules, constitutes the entire agreement between the parties pertaining to the subject matter hereof and may not be modified orally or otherwise than by written instrument executed on behalf of each party by the duly authorized representative of such party. In the event of conflict between the Service Order and these Master Terms & Conditions of Service, then the Service Order shall take precedence.