

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between Enforme Interactive, Inc DBA Celerate., a Maryland corporation, located at 228 North Market Street, Suite 200, Frederick, Maryland 21701 (“Celerate”) and you (the “Client”) (Client and Celerate may be referred to herein, collectively, as the “Parties” or each as a “Party”).

### RECITALS

WHEREAS, Celerate is a well-established, professional software and design company, which creates and designs software and digital technologies and wishes to work with Client, pursuant to and subject to the terms and conditions set forth herein; and

WHEREAS, Client wishes to engage Celerate and to utilize Celerate’s software and digital technologies to aid in its business, pursuant to and subject to the terms and conditions as set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

**1. Consulting Services.** Celerate shall perform those services for the Client as set forth and detailed in Client’s Statement of Work (“SOW”) and/or Service Level Agreement (SLA), as applicable, provided to the Client in connection herewith (“Services”).

1.1. The terms of this Agreement apply to any SOW and/or SLA, entered into by the Parties and supersede any conflicting terms of any pre-existing MSA, SOW and/or SLA; provided, however, that in the event of a conflict in terms set forth herein and any term(s) set forth in a current SOW and/or SLA, as applicable, the terms and conditions set forth in the current SOW and/or SLA, as applicable, shall govern and control; and

1.2. Celerate shall perform all Services in a timely, professional and workmanlike manner. If Celerate engages a subcontractor to perform any of the Services on its behalf, Celerate will manage the performance of such subcontractor(s) and ensure such subcontractor(s)’ compliance with the terms of this Agreement and the relevant SOW and/or SLA, as applicable.

**2. Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years from the Effective Date unless sooner terminated pursuant to the early termination provisions set forth below. Unless sooner terminated, this Agreement shall automatically renew for successive three (3)-year terms (each a “Renewal Term”) until terminated pursuant to the terms set forth herein.

2.1. Either Party may terminate the SOW or SLA, which termination shall also serve to terminate this Agreement immediately thereafter, other than the surviving obligations, as set forth herein, for any reason by giving the non-terminating Party at least 30 days' prior written notice; provided, however, if Celerate is providing Client services under SLA at such time which is also terminated pursuant to the terms set forth herein as a result, Client hereby covenants and agrees to pay Celerate a sum equal to six (6)-months' fees under any and all such active agreements as liquidated damages, with such payment being due within thirty (30) days of such termination date. Additionally, the Parties may immediately terminate this Agreement or any SOW and/or SLA, as applicable, with Cause, for the reasons set forth in Section 2.4., below.

2.2. Upon termination of this Agreement, any outstanding SOWs and/or SLAs will also terminate at the same time.

2.3. To terminate this Agreement or any SOW and/or SLA, as applicable,, the terminating Party must send its notice of termination to the non-terminating Party at the address set forth in the Notice section below.

2.4. Either Party may terminate this Agreement immediately, with Cause, for the following reasons:

a. Non-terminating Party becomes insolvent or ceases to do business;

b. Non-terminating Party commits a crime against the terminating Party, or if the Parties become involved in a civil lawsuit against one another;

c. Non-terminating Party attempts to assign the SOW and/or SLA, as applicable, without prior consent of the terminating Party;

d. Non-terminating Party materially breaches a provision or provisions of this Agreement and/or the SOW and/or, SLA, as applicable, and fails to resolve said breach within ten (10) days following receipt of notice of such breach from the terminating Party.

This Agreement shall remain in full force and effect at least as long as there remain any outstanding SOWs and/or SLAs between the Parties.

**3. Liaison.** Each Party may assign a lead point of contact (each a "Liaison") for each project, as set forth in a SOW and/or SLA, as applicable,; provided, however, that Celerate reserves the right to replace any Celerate personnel on the project at any time during the performance of any such project, provided that such replacement employee shall possess substantially equivalent training, skills and level of competence required to perform assigned duties as defined in such SOW and/or SLA, as applicable,.

**4. Payment.** The Client shall pay Celerate as specified in each SOW and/or, SLA, as applicable, for Services performed by Celerate within thirty (30) days of the issued date of each issued invoice. To receive payment, Celerate must provide invoices via email to the Liaison or other designated contact, organized by SOW and/or SLA and detailing the Services performed during the invoice period and the amount owed for Celerate's Services. In the event either Party terminates this Agreement or any SOW or SLA, the Client's obligation to pay Celerate for any and all Services performed and any and all costs incurred by Celerate in connection with its performance of the Services, as set forth in the SOW, prior to such termination or expiration, as applicable, of the SOW shall survive such termination or expiration and such obligation shall not be mitigated or waived or forgiven by Celerate unless otherwise agreed to in writing by Celerate. Late

Payments will be assessed with a simple interest rate of 1.5 percent (1.5%) after 30 days and 3 percent (3%) after 60 days. Celerate's right to interest payments under this provision is in addition to any other remedy that Celerate may have for failure of Client to make timely payments, including, without limitation, termination of this Agreement. Payment must be received within thirty (30) days of the date of any termination or expiration of this Agreement.

**5. Deposit.** The Client shall deliver, prior to the commencement of Celerate's performance of the Services ("Project") a deposit in an amount, more fully set forth in the SOW ("Deposit") unless such Deposit requirement is otherwise waived in such SOW. The Client shall deliver such Deposit in immediately available funds (U.S. currency) to Celerate. In the event that Client terminates the SOW and by virtue of such termination, this Agreement, prior to the conclusion of the Project without Cause, as more fully set forth herein, then Celerate may, in its sole discretion, retain the Deposit, in addition to any and all other remedies available to Celerate at law or in equity, with the Parties hereby acknowledging and agreeing that such Deposit shall be retained as liquidated damages, hereunder, and such provision does not amount to a penalty or forfeiture provision. The Parties acknowledge and agree that if Client terminates this Agreement without Cause prior to the conclusion of the Project or defaults under this Agreement in any other manner, that Celerate will suffer damages in an amount which cannot be ascertained with reasonable certainty and that the Deposit to be retained by Celerate most closely approximates the amount necessary to compensate Celerate in the event of such early termination or default.

**6. Expenses and Travel.**

**6.1. Expenses.** Reimbursement of expenses is contingent upon the Client's prior written authorization for the expense and Celerate providing the Client with a written request for reimbursement supported by receipts.

**6.2. Travel.** In the event that it is necessary for Celerate personnel to travel to perform services under any SOW or other agreement with Client and such travel is approved by Client as evidenced on any such SOW, all necessary and reasonable travel expenses incurred by Celerate personnel directly relating to any such Client project will be billed to and paid by the Client. Any expenses for which Celerate seeks reimbursement shall be pre-approved and supported by receipts or other documentation, but expenses as a class may be specified and pre-approved by Client in a SOW.

**7. Celerate-Client Communication.** The Parties hereby mutually acknowledge and agree that ongoing, consistent and responsive communication during Celerate's execution of the Project is crucial to the successful completion of the Project. The Parties further acknowledge and agree that any lag in communication, especially those communications from Celerate to Client requesting information and/or approval of Work Product, during the performance of the Project, can result in increased expense and burden on the part of Celerate, attributable to Celerate often having to devote additional resources and time to the Project to accelerate its work thereon, thereafter to ensure timely completion of the Project. Accordingly, Client hereby covenants and agrees that in the event that Celerate has made at least three (3) consecutive attempts to communicate with Client, using commercially reasonable means (i.e., telephone, mail, electronic mail or messaging, or digital video service, such as Skype), and Client fails to respond to all of Celerate's consecutive attempts to communicate, which causes an undue delay in Celerate's prompt completion of the Services, as reasonably determined by Celerate, Client shall reimburse Celerate for any and all fees, costs and/or expenses, which Celerate actually incurs as a result of the recommencement of the Project and the Services ("Recommencement Fees"). If Recommencement Fees are incurred by Client, Celerate shall submit an itemized invoice to the Client for the Recommencement Fees in a timely fashion, after each such Recommencement Fee(s) is incurred. The Client shall pay Celerate for such Recommencement Fees within thirty (30) days after receiving the invoice for such Recommencement Fees.

**8. Confidentiality.** All Confidential Information of a Party disclosed to the other Party prior to or under this Agreement remains the exclusive property of the disclosing Party. Each Party agrees: (i) to take all reasonable measures necessary to protect the confidential nature of Confidential Information disclosed to it, including notifying the Party's licensees, distributors, or anyone else with whom a Party works to complete the purposes of this Agreement, of the confidential nature of such Confidential Information; (ii) not to copy or disclose to third parties any Confidential Information or allow any third party access to such Confidential Information without first obtaining the disclosing Party's written consent, except as provided in this Agreement, by law, or by court order; and (iii) not to use or disclose, or permit others to use or disclose, any Confidential Information disclosed to it except for the purposes expressly set forth herein. All of a Party's Confidential Information and all copies thereof in the other Party's possession or control shall be returned to the Party or destroyed by the other Party at the Party's instruction within fifteen (15) days after the other Party's receipt of the Party's written request for the return or destruction of the Confidential Information. The other Party shall then certify the same in writing and that no copies have been retained by the other Party, its employees, or agents.

"Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, internet site designs and functionality, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing Party, which Confidential Information is disclosed before or after the date of this Agreement and (a) designated in writing to be confidential or proprietary, (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure or (c) provided in such a nature and circumstances as a reasonable person would understand it to be secret or confidential.

A Party's Confidential Information shall not include information which: [a] is or becomes a part of the public domain through no act or omission of the receiving Party; [b] was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; [c] is lawfully disclosed to the other Party by a third party without restriction on disclosure; or [d] is independently developed by the receiving Party. In the event that the receiving Party receives a binding request from a governmental agency or court requiring disclosure of Confidential Information, the receiving Party will notify the disclosing Party in sufficient time to permit the disclosing Party to object to and defend against the disclosure.

Unless authorized in writing by the Client, Celerate shall not disclose to a third party, through any medium or in any form, any information or parts thereof provided by the Client in connection with any SOW entered into under this Agreement. Celerate shall take all reasonable steps to ensure that its directors, officers, employees, consultants, contractors and/or vendors with access to such material are aware of this confidentiality obligation. Celerate shall not use any material provided by the Client for any purpose other than to perform the Services specified in the applicable SOW, unless otherwise requested by Client and agreed to by Celerate. This obligation of confidentiality shall survive any expiration or termination of this Agreement for a period of two (2) years from such date.

**9. Work Product.** All works and materials produced by Celerate under this Agreement and SOW, whether written or otherwise ("Work Product"), constitutes a "work-made-for-hire," as defined in 17 U.S.C. § 101. All rights in and to the Work Product are the sole property of the Client, subject to the terms and conditions set forth herein. Upon request by the Client, Celerate will execute any documents and

instruments necessary (within reason and not with an undue burden on Celerate) to grant full title and ownership in the Work Product to the Client at no additional expense to the Client.

9.1. Celerate will retain any and all rights in and to any and all of its previously-developed proprietary material and/or information, including, but not limited to its trademarks, copyrights, and patentable subject matter that Celerate may incorporate into the Work Product.

9.2. To the extent of Celerate's proprietary material and/or information are integrated into the Work Product, Celerate hereby grants to the Client a perpetual, worldwide, non-exclusive, transferable, sublicensable license to use, reproduce, make derivative works of, publicly display and distribute, market, sell, export and import any such previously-developed material and/or information in connection with the Work Product, but only to the extent that such proprietary material and/or information is integrated (not stand alone) into the Work Product and only in the form in which it has been integrated into the Work Product. This license shall not include any trade secret and/or confidential material of Celerate's which Celerate has informed Client, in writing, is protected as a trade secret and/or confidential information.

9.3. Celerate shall not use: (i) any copyrighted, trademarked, patented or proprietary rights, or (ii) any likeness, name, speech or other identifiable personal characteristics of any other person or entity in its preparation of the Work Product, without the prior written approval of Client.

9.4. Within five (5) business days after termination or expiration, as applicable, of this Agreement or any SOW, Celerate shall deliver to the Client any and all of Client's materials in its custody or control relating to the preparation of the Work Product.

9.5. To the extent that any Work Product is not deemed to be or does not qualify as a "work-made-for-hire", any and all rights in and to such Work Product shall be automatically and immediately assigned to Client by Celerate, subject to the terms and conditions of this Agreement, without any further action required. However, Celerate hereby covenants and agrees to fully cooperate with Client, in such event, to formalize and memorialize such assignment through written document if Client so desires.

9.6. Client hereby grants to Celerate a perpetual, non-revocable, world-wide, non-exclusive, non-transferable, non-sublicensable license, to become effective immediately and automatically upon the creation of the Work Product, without any further action required, to use, publicly display, publicly distribute and reproduce Client's Work Product, but only for Celerate's internal and marketing purposes. It is the intent of the Parties that Celerate shall have the ability to display and distribute copies of the projects that it has successfully completed to other potential persons or entities for marketing, business development and public relations purposes.

9.7. Celerate shall have no obligation to deliver the completed Project or any Work Product to Client until and unless Client has paid Celerate in full for all agreed upon amounts invoiced to Client. In the event of a dispute, Celerate shall maintain possession of any and all Work Product and the Project, until such dispute is resolved pursuant to Section 23, below. Possession of the Work Product and Project shall then be determined by the adjudicator as applicable.

**10. Client-Supplied Materials.** The Parties hereby acknowledge and agree that from time to time Celerate may require Client, or Client may desire to contribute materials to the Project for Celerate's use, including, but not limited to, already-purchased stock photography, digital images of its logo, digital videos, source code generated in-house, marketing and/or technical materials to be included in a project ("Client Materials"). To the extent that any such Client Materials are provided to Celerate, Client hereby authorizes Celerate to use, reproduce and create derivative works from such Client Materials for purposes of including and integrating such Client Materials into the Project. Moreover, Client hereby represents and

warrants to Celerate that any and all such Client Materials shall have been independently created or that Client has the full legal and unencumbered right in and to such Client Materials. Client further represents and warrants to Celerate that none of the Client Materials are the product of infringement of any third party's rights or otherwise. Client hereby covenants and agrees to indemnify and hold Celerate, its employees, officers, members, consultants, contractors and vendors harmless in the event that Celerate incurs damage, injury, harm, cost and/or expense (including, but not limited to court costs and reasonable attorneys' fees) as a result of Celerate's use of such Client Materials or which directly or indirectly result from Client's delivery of same to Celerate.

Furthermore, the Parties hereby acknowledge and agree that it is solely Client's responsibility when creating its own intellectual property-protected works or having Celerate create such works on its behalf, including, but not limited to, trademark-protected works and copyrightable materials, to perform its own due diligence and to take any and all measures necessary to ensure that such any such work(s) do not or will not knowingly infringe upon another's intellectual property rights. Although Client may request that Celerate create a certain design, image or other work on behalf of the Client, the Parties hereby acknowledge and agree that Celerate takes no responsibility nor does it accept or assume any liability resulting from the creation of such design, image or other work, which it was directed to create by Client. Celerate fully relies upon Client's representation and warranty, set forth above, that any and all such Work Product will not knowingly infringe on another's rights.

**11. Work Product Approval.** As the Project progresses, Celerate will provide Client with regular and ongoing updates on the Project. It may be necessary for Celerate to seek and obtain Client approval as the Project progresses per the SOW. If such approval is required, as the Parties mutually agree, Client hereby covenants and agrees to respond to Celerate's request for such approval in a timely fashion, in compliance with the terms and conditions of this Agreement, and shall not unreasonably withhold, condition or delay its approval. The Parties shall agree at the time of their execution of the SOW, whether any such approval is necessary. All such communication shall comply with the terms and conditions of Section 7, above.

**12. Change Orders.** In the event that any changes need to be made in the project, which deviates from those specifications set forth in the SOW, the Parties shall mutually execute a written change order to initiate such change. No change to the project shall become effective until a change order is fully executed by the Parties.

**13. Website Hosting and Maintenance.** The Parties hereby mutually acknowledge and agree that, unless otherwise agreed and set forth in the SOW and/or SLA, as applicable, Client is solely responsible for the hosting, maintenance and support of its website. Celerate shall have no responsibility for providing such hosting, maintenance or support, updated versions, patches, plug-ins, Internet access, hardware, software (excluding the Work Product) and/or any security updates, unless otherwise mutually agreed to by the Parties and set forth in the SOW.

**14. Indemnification.**

**14.1. Celerate's Obligations.** Celerate shall indemnify and hold the Client, its directors, officers, employees and agents harmless against all claims, losses, and liabilities, including reasonable attorney's fees and court costs, resulting from or in any way connected with the Services performed under this Agreement or the SOW and/or SLA, as applicable, the Client's use of the Work Product, or Celerate's breach of this Agreement or the SOW and/or SLA, as applicable, unless such claim, loss or liability is due to Client's own negligence or willful misconduct. In addition, Celerate agrees to indemnify the Client, its directors, officers, employees and agents against any claims of infringement related to Celerate's creation and/or Client's use of the Work Product. Celerate's obligation to indemnify Client as set forth above is conditioned on Client giving Celerate prompt written notice of all claims, providing reasonable cooperation in their investigation and

defense, and permitting Celerate to defend Client at Celerate's expense with legal counsel of Celerate's choice. In the event of claims combining indemnifying and non-indemnifying allegations, Celerate shall provide costs of defense, but remains obligated to pay only those damages assessed as a result of acts or omissions of Celerate.

**14.2. Client's Obligations.** Client hereby agrees that it will defend, at its own expense, any claim or suit brought against Celerate by third parties arising from or related to any act or omission of Client. Client further agrees to indemnify Celerate against any award of damages and costs (including reasonable attorney's fees) made against Celerate by a court of last resort arising from or related to any act or omission of Client. Indemnification of costs shall extend only to actual costs assessed. Client's obligation to indemnify Celerate as set forth above is conditioned on Celerate giving Client prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting Client to defend Celerate at Client's expense with legal counsel of the Client's choice. Notwithstanding the above, the Client will not be required to defend or indemnify Celerate with respect to losses or expenses caused by Celerate's own negligence or willful misconduct. In the event of claims combining indemnifying and non-indemnifying allegations, Client shall provide costs of defense, but remains obligated to pay only those damages assessed as a result of acts or omissions of Client.

**15. Insurance.** At all times during the term of this Agreement, both Parties shall maintain insurance policies in such amounts as may be necessary to satisfy their indemnification obligations hereunder. At all times during the term of this Agreement, Celerate shall secure and maintain a general commercial liability insurance policy and may also maintain an errors and omissions policy. To the extent either Party or both Parties employ personnel, then such Party(ies) shall maintain worker's compensation insurance as required by the laws of the State in which such Party is organized.

**16. Limitation of Liability.** THE CUMULATIVE LIABILITY OF Celerate FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, THE SOW, THE WORK PRODUCT, THE SERVICES, A SLA, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CLIENT TO Celerate IN CONNECTION WITH SAME, PRIOR TO THE DATE UPON WHICH ANY SUCH LIABILITY ARISES. CLIENT MAY NOT BRING AN ACTION OR SUIT AGAINST Celerate AFTER THE FIRST ANNIVERSARY DATE FOLLOWING THE DATE UPON WHICH LIABILITY ARISES HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OR SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE.

**17. Celerate's Representations and Warranties.** Celerate hereby represents and warrants to Client that:

17.1. All Work Product is independently authored and rightfully owned by Celerate and is not the subject of infringement of another's intellectual property rights;

17.2. It has full authority to enter into this Agreement; and

173. Celerate will use commercially reasonable efforts to ensure virus-free software and to prevent the spread of viruses and similar software within Client systems and software. Celerate uses best practices to prevent and detect viruses and other software intrusions by monitoring applications, email and other network traffic with antivirus and intrusion prevention tools, spam filters and firewalls.

17.4. Celerate warrants that it owns the software and user documentation created and/or provided to Client or that it has the rights in the software and user documentation granted thereby. Celerate will use commercially reasonable efforts to ensure that the software and the user documentation delivered under this Agreement shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property rights. In case the software or user documentation, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Software is enjoined, then Celerate shall, at its reasonable expense and option, either procure for Client the right to continue using the same, or replace same with a non-infringing product, or modify the same so it becomes non-infringing.

**18. Independent Contractor.** Celerate is performing its Services under this Agreement and the SOW and/or SLA, as applicable, as an independent contractor, and as an independent contractor, Celerate and its employees shall not be treated as employees of the Client for any reason, including for compensation, benefits, or tax purposes. Celerate is free to engage in other business activities so long as those activities do not interfere with Celerate's performance under this Agreement or the SOW and/or SLA, as applicable. Nothing in this Agreement shall create a partnership, joint venture, or an employer-employee relationship between the Parties and neither Party has the authority to bind the other to any other contract, obligation or agreement.

**19. Assignment.** Except as provided herein, this Agreement may not be assigned except upon the written Agreement of the Parties. Any such approval shall not relieve Celerate or Client of its obligations under this Agreement. Moreover, neither Party hereto may assign, delegate or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, which consent may not be unreasonably withheld; provided that, without such consent either Party may assign this Agreement in connection with the transfer or sale of all or substantially all of its assets or business to which this Agreement relates or its merger or consolidation with another company; provided further that Client may assign this Agreement in whole or in part to any subsidiary of Client without consent of Celerate. No assignment shall relieve either Party of the performance of any accrued obligation which such Party may then have under this Agreement.

**20. Compliance with Applicable Law.** Celerate shall comply with all federal, state and local laws, rules and regulations in the performance of this Agreement and any SOW and/or, SLA, as applicable.

20.1. The Client and Celerate shall not engage in any communication: (i) that could be considered "coordination" between the Client, its affiliates, and any candidate, campaign or political party within the meaning of any applicable federal, state or local election law or regulation, or (ii) regarding any candidates, elections, or political parties whom Celerate represents as an Celerate, employee or advisor, whether paid or unpaid.

20.2. Celerate shall not provide gifts, including meals, tickets and travel, to any such persons without prior approval from the Client's legal counsel. Any violation of this policy will cause this Agreement and any SOW and/or SLA, as applicable, to terminate immediately.

**21. Modification/Waiver.** No amendment of this Agreement or any SOW and/or SLA, as applicable, will be effective unless it is in writing and signed by both Parties. Any waiver by the Client of a condition or



obligation of Celerate under this Agreement or any SOW and/or SLA, as applicable, will not constitute a waiver of the same or any other future condition or obligation of Celerate.

**22. Dispute Resolution.** The Parties agree to follow the procedures set forth in this section if and when a dispute arises under this Agreement.

a. Either Party shall, by written notice to the other, have any such disputes referred first to their respective executive officers or Liaisons for attempted resolution by negotiation within thirty (30) days after such notice is received.

b. In the event such designated officers or Liaisons are unable to resolve such dispute, the following procedures shall apply: any Party may, upon written request to any other Party, have the dispute or uncertainty submitted to a mediator for mediation. Within five (5) business days of receiving the written request, the Parties to the dispute or uncertainty shall agree upon a mediator who is mutually agreeable to both Parties. The Parties shall then work with the mediator to resolve the dispute or uncertainty. If, after fifteen (15) business days after receipt of such written request, the Parties are unable to resolve the dispute or uncertainty, or if the Parties are unable to agree upon a mediator within the timeframe specified above, then either Party shall have the right to invoke the provisions of 23.c. below, upon written demand to the other Party.

c. In the event the Parties are unable to resolve the dispute or uncertainty after following the Mediation provisions of 23.b., above, then the Parties shall, within five (5) days of written demand by either Party, attempt to agree on an arbitrator (the "Arbitrator") to hear the dispute or uncertainty. In the event the Parties are unable to unanimously agree upon an arbitrator to hear the dispute or uncertainty then within ten (10) days of failing to select the Arbitrator each Party shall select an attorney and/or certified public accountant to act as an arbitrator. The two persons so selected shall within ten (10) days following selection of both, together select a third arbitrator to form a three-person "Arbitration Panel". Following an opportunity on the part of all Parties involved to be heard orally (in the presence of all Parties) on the issues and to each submit a written memorandum on the issues involved, any and all such disputes or uncertainties shall be finally settled by binding arbitration concluded by the written decision of the Arbitrator or Arbitration Panel. The written decision of the Arbitrator or Arbitration Panel shall be delivered to all Parties within thirty (30) days following final submission by all Parties, and such decision shall be fully and finally binding on all Parties. The Arbitrator or Arbitration Panel shall have the power to determine the rules of evidence and the procedures and time limits that shall be applicable with respect to any issues to be decided. The procedures, time limits and rules of evidence may likewise specify the consequences for failing to comply with the given procedures or time limits. In the case of any dispute regarding the manner in which to conduct the proceedings, the arbitrators will follow the rules, then in effect, of the American Arbitration Association. In any event, all procedures, time limits, rules of evidence, consequences for failure to comply and written decisions shall be fully binding on all persons involved and shall be specifically enforceable, if required, in a court of law or equity in the same manner as an award resulting from mandatory arbitration. The decision of the Arbitrator or Arbitration Panel shall be final, and an order or decree of a court of competent jurisdiction (which shall include Circuit Court for Frederick County, Maryland) may be rendered to enforce the award or decision as rendered.

In the event the Arbitrator or Arbitration Panel member shall be providing services for one or more of the parties to this Agreement, all Parties are herewith directed to waive any and all conflicts of interest dictated by rules of ethics or independence that may affect the ability of such person to act as an arbitrator, as long as such person does not undertake to actively represent any of the above in such arbitration matters. Unless the Arbitrator or the Arbitration Panel shall determine that one or the other of the Parties involved in arbitration should be required to pay part and/or all of the costs thereof, including attorneys' fees of the prevailing party, the fees and expenses of such arbitration matters shall be paid equally by the Parties.

**23. Notice.** Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail addressed as follows:

**Celerate, Inc.**  
Attn: Contracts Department  
228 North Market Street, Suite #200, Frederick, Maryland 20701

**24. Severability.** If any provision of this Agreement or any SOW and/or SLA, as applicable,, is unenforceable to any extent, the remainder of this Agreement or that SOW and/or SLA, as applicable, will not be affected by that unenforceability and that provision will remain enforceable to the fullest extent permitted by law.

**25. Force Majeure.** If by reason of any occurrence beyond the control of the Parties, either Party is prevented from performing, in whole or in part, any obligation under this Agreement or any SOW and/or SLA, as applicable, that Party shall be excused from performance of that obligation. The non-acting Party may terminate this Agreement, in its discretion, if the Party declaring force majeure fails to perform on account of the force majeure for a period of at least sixty (60) consecutive days.

**26. Merger.** This Agreement, including, but not limited to, any active SOWs and/or SLAs constitutes the entire agreement of the Parties and supersedes all other oral or written agreements relating to the subject matter of this Agreement.

**27. Governing Law/Jurisdiction.** The laws of Maryland govern all matters, including, but not limited to any and all disputes arising under this Agreement. By signing the SOW and/or, SLA, as applicable, the Client consents to the exclusive jurisdiction of the federal and local courts of Maryland, with venue to be located in Frederick County, Maryland to the extent possible.