

# Master Services Agreement

This MASTER SERVICES AGREEMENT (“**MSA**” or “**Agreement**”) is entered into between you as client (“**Client**”) and fusionSpan LLC, whose principal office is 401 N Washington St, Suite 400, Rockville, MD, 20850-1783. This MSA, as it may be amended from time to time, governs fusionSpan’s provision of services to Client.

## SERVICES AND PRECEDENCE

fusionSpan shall furnish to Client the Services (the “**Services**”) described in separately executed agreements between the parties, including Statements of Work (each an “**SOW**”), as may be modified by Change Orders (as defined below), and licenses (such as a Software License Agreement) (collectively the “**Related Agreements**”) during the Term (as defined below).

Each such Related Agreement shall be deemed to incorporate the terms and conditions of this MSA and shall be governed by the terms of the MSA. References herein to the MSA shall be deemed to apply to each such Related Agreement.

In the event of a conflict among the MSA, an SOW, a Change Order, a license, or Order Form, the following order of precedence shall apply: (1) MSA, (2) license, (3) Change Order, (4) SOW; (5) Order Form; however, in the event that an SOW, Change Order, or Order Form explicitly amends a provision of the MSA for the purposes of such SOW or Change Order or Order Form, respectively, such amendment must explicitly identify the section of the MSA being amended and shall apply as to such amended provision only.

## STATEMENTS OF WORK

Each SOW shall specify, as applicable: (1) the specific Services and any deliverables (the “**Deliverables**”) to be furnished by fusionSpan; (2) a description of features and specifications of the Deliverables resulting from such Services; and (3) the performance schedule relating to such Services and Deliverables. Each SOW also shall specify the fees and payment terms, including whether the Services are to be performed on a “**Fixed Fee**” basis (i.e. the Services shall be performed for a specific dollar amount specified in the SOW), a “**Time & Materials**” (“**T&M**”) basis (i.e. Client shall pay for the Services based on the number of hours worked by fusionSpan at the agreed-upon hourly rates in the SOW), and/or on a “**Fixed Budget**” basis (i.e. the Services shall be performed on a T&M basis as described above, however the total fees shall not exceed an agreed-upon cap as stated in the SOW unless a change to this amount is mutually agreed upon by the parties in a Change Order (as defined below)). fusionSpan shall have no obligation to perform Services until the applicable SOW (or any other Related Agreement, if applicable) is fully executed by Client and fusionSpan.

## CHANGE ORDER PROCESS

If either party believes that a change in a SOW (whether in time frames, costs, Services or Deliverables) is necessary or desirable, they shall submit a written change order request to the other party describing the requested change. Should a party propose such a change order request, fusionSpan shall provide Client with a

written quote describing in detail: (1) the modifications to the Services and Deliverables that would be required to effectuate the change; (2) the effect, if any, of the change on any applicable performance milestones; and (3) the effect, if any, that implementing the change shall have on the agreed-upon Fees under the applicable SOW. The parties shall thereafter discuss fusionSpan's quote in good faith with a goal of executing a mutually acceptable change order (the "**Change Order**"). Notwithstanding the foregoing, a requested change order shall not become effective, and the parties shall not proceed under a change order, unless and until it is executed by an authorized representative of each party. If Client requests that fusionSpan begin work prior to the execution of a Change Order, Client will be responsible for Fees and expenses incurred on a T&M basis at the then-applicable rates, and the parties will use good faith efforts to document promptly the change in a Change Order.

## **CLIENT OBLIGATIONS**

Client acknowledges that the provision of the Services, the completion of one or more of the Deliverables, and the User Acceptance Testing may depend on and require Client's commitment of certain resources, including but not limited to personnel, data, and Third-Party Services (as defined below). Client agrees to provide such resources as are necessary to fulfill its obligations under this MSA and to timely complete and fulfill its required actions in order for fusionSpan to be able to fully comply with its obligations under this MSA. Client's failure to provide such resources and to timely fulfill such obligations shall not constitute a basis for the retention of payments and/or allegations of breach of contract by Client.

## **THIRD-PARTY SERVICES**

The Services do not provide licenses to Salesforce or certain other third-party services or applications that may be required or recommended in connection with the provision of the Services or that may be selected by Client or otherwise provided by Client in connection with the Services (the "**Third-Party Services**"). Client shall enter into relevant agreements and pay for its own Third-Party Services independent of this MSA.

Client recognizes and agrees that Third-Party Services run independently of fusionSpan, and that fusionSpan will have no responsibility or liability for failures of Third-Party Services. Without limiting the foregoing, fusionSpan is not responsible for outages, security issues, changes, or other performance failures of Salesforce or other Third-Party Services, or for Client's configuration choices, and fusionSpan will be excused from performance delays to the extent caused by Third-Party Services.

## **ACCEPTANCE OF SERVICES**

Client has thirty (30) days following the initial delivery of any Services or any Deliverables ("Acceptance Period") to test and evaluate to determine whether it conforms in all material respects to this MSA and any applicable SOW. If Client believes that the Services or any Deliverable fails to conform in any material respect to this MSA or applicable SOW, Client must provide written notice to fusionSpan detailing the non-compliance within the Acceptance Period, along with reasonably detailed written documentation identifying the specific non-conformity, the affected Deliverable, and steps to reproduce the issue. fusionSpan shall have sole reasonable discretion to determine whether a reported non-conformity constitutes a material failure to conform to the MSA or applicable SOW. Upon receipt of a valid notice, fusionSpan shall either correct the non-conformities or provide an acceptable workaround within a commercially reasonable timeframe as determined by fusionSpan, taking into account the complexity of the non-conformity and Salesforce platform constraints. fusionSpan's

obligation to correct shall be limited to non-conformities that are reproducible in fusionSpan's own environment and directly and solely attributable to fusionSpan's work product. Corrections may be delivered through fusionSpan's standard release and deployment procedures, and Client shall provide all necessary sandbox access and approvals to facilitate such corrections. If Client fails to accept or reject during the Acceptance Period, the Services and/or applicable Deliverable(s) shall be deemed to be accepted. Notwithstanding the foregoing, Client's use of any Deliverable in a production environment prior to the expiration of the Acceptance Period shall constitute deemed acceptance of such Deliverable.

## COMPENSATION

The fees for the Services and Deliverables (the "Fees") shall be set forth in each applicable SOW. In addition to the Fees, Client shall reimburse fusionSpan in accordance with the terms of the applicable SOW for reasonable, documented expenses that are either (1) expressly stated as reimbursable in the applicable SOW or (2) otherwise approved in advance in writing (email sufficient) by Client and are necessary for fusionSpan's performance of the Services.

fusionSpan shall present an invoice to the Client for Services performed in accordance with the payment schedule in the applicable SOW. If a payment schedule is not stated in an SOW, Fees will be invoiced according to milestone completion for Fixed Fee Services and monthly in arrears for T&M Services, and all invoices will be due net thirty (30) days from invoice date.

Client must notify fusionSpan in writing of any disputed invoice amount within fifteen (15) days of receipt. *Amounts not disputed within such period are deemed accepted and payable.* Client will pay all undisputed amounts when due. The parties will work in good faith to promptly resolve any disputed amounts. Overdue amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Client will reimburse fusionSpan for reasonable costs of collection (Including reasonable attorney's fees).

fusionSpan may suspend provisions of some or all of its Services and Deliverables if Client fails to pay one or more invoices that is due and payable, upon thirty (30) days written notice to Client.

All Fees are exclusive of taxes, levies, or duties imposed by taxing authorities (excluding taxes based on fusionSpan's net income).

## INSURANCE

fusionSpan agrees during the Term of this MSA that it will maintain the following types and limits of insurance: (1) Comprehensive general liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in aggregate; (2) Professional Liability/Errors and Omissions insurance, covering negligent acts, errors, and omissions in the performance of this MSA with limits of not less than \$1,000,000 per claim and \$2,000,000 in aggregate; and (3) Cyber liability insurance, including first-party and third-party coverage, with limits of not less than \$1,000,000 per claim and \$3,000,000 in aggregate. If requested by Client, fusionSpan will provide proof of such insurance to Client. Coverage may be satisfied through a combination of primary and umbrella/excess policies.

## TERM

This MSA, as it may be amended from time to time, shall be effective (the “**Effective Date**”) as of the earlier of (1) the first date on which Client has entered into one or more Related Agreements, or (2) the first date on which Client has accepted services offered by fusionSpan. Unless terminated early as set forth herein, the MSA shall terminate the day following the termination of each and every Related Agreement (the “**Term**”). For clarity, the foregoing sentence means that this MSA shall remain valid and enforceable during the active term of any Related Agreement signed by the parties.

## **TERMINATION**

### **Termination for Breach**

Either party may terminate any applicable SOW(s) in the event of: (1) a material breach by the other party that remains uncured for a period of thirty (30) days following the breaching party’s receipt of written notice of the breach from the non-breaching party; or (2) if the other party ceases operation or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party and not dismissed within sixty (60) days.

Unless otherwise specified in a party’s written notice of termination, termination of an SOW in accordance with this Section shall not terminate this MSA or any other SOW.

### **Effects of Termination**

In the event of any termination of this MSA and/or any SOW(s), Client shall pay fusionSpan for all Services and Deliverables provided and any expenses incurred through the effective date of termination. If Client terminates this MSA or any SOW for cause, fusionSpan will promptly refund to Client any amounts pre-paid by Client for Services not provided, and Client shall pay fusionSpan for all as-yet-unpaid amounts owed for through the effective date of termination. fusionSpan may set off any amounts owed to it by Client in connection with termination.

## **NON-SOLICITATION**

During the Term of this MSA and for a period of 12 months following the termination of this MSA, Client agrees to not (1) solicit, induce or attempt to induce or cause any employee of fusionSpan to leave the employ of fusionSpan, or (2) accept the services of any employee of fusionSpan, whether or not solicited by Client. This restriction does not apply to (a) general solicitations not targeted at fusionSpan, or (b) any individual who responds to such general solicitation without direct encouragement by Client. Client agrees that any damages arising from a breach and/or violation of this provision shall be in the amount of 1.5 times the annual salary of the former fusionSpan employee at the time the employment with fusionSpan terminated. The parties agree that this amount is a reasonable pre-estimate of fusionSpan’s damages, including recruitment costs, training time, loss of project continuity, and other damages, and is not a penalty.

## **CLIENT DATA**

Client may request that fusionSpan have access to client data in connection with providing the Services. “**Client Data**” is electronic data or information (including without limitation personally identifiable information), submitted to fusionSpan or to Salesforce by or for Client.

Client is solely responsible for Client Data, including without limitation the accuracy, quality, integrity, legality, reliability, security and appropriateness of Client Data, and for securing any rights from third parties necessary to use the Client Data. fusionSpan is not responsible for the deletion, alteration, or loss of, or failure to store any Client Data. Client shall encrypt and otherwise protect Client Data in accordance with local, state and federal laws and reasonable industry standards. Client is responsible for configuring and securing its Salesforce and other Third-Party Services environments, including access controls and user permissions, except to the extent expressly included within the Services.

fusionSpan shall not use any Client Materials or personal information for any purpose other than as explicitly stated in this MSA. fusionSpan shall implement and maintain physical, technical, and administrative security measures and policies that are materially compliant with applicable data protection, data security, and privacy laws.

## **INTELLECTUAL PROPERTY**

As between Client and fusionSpan, Client shall retain all rights, title and interest and all proprietary rights in and to the Client’s pre-existing tangible proprietary materials, information and/or data that is delivered by Client to fusionSpan hereunder and incorporated with or contained in the Deliverables (the “**Client Materials**”).

fusionSpan retains all rights, title, and interest in and to (1) its pre-existing materials, software, templates, tools, methodologies, know-how, processes, utilities, frameworks, accelerators, scripts, reusable tooling, and documentation; and (2) any improvements, enhancements, or derivatives of the foregoing; and (3) any materials developed or obtained by fusionSpan outside the scope of the Services; and (4) any provider tools, templates, accelerators, libraries, or generic components, even if embedded (collectively, “**fusionSpan Materials**”).

Except as otherwise provided in the applicable SOW or in this MSA, upon Client rendering the full and final Fee for the applicable Deliverable(s) and Services, all documentation, written or electronic work product, computer programs, source code, software products or system design specifications reduced to writing or other tangible form created by fusionSpan for the sole use of Client pursuant to this MSA, other than fusionSpan Materials (collectively, the “**Work Product**”) shall become the intellectual property of Client, subject to the following exceptions: (1) ownership rights in any duly licensed Third party content; and (2) fusionSpan Materials. Prior to Client rendering the full and final Fee for the applicable Deliverables and Services, and following delivery, fusionSpan hereby grants an interim license to the Work Product for internal business purposes only, which license shall terminate if payment is not made within the required period.

Client hereby grants to fusionSpan a non-exclusive, perpetual, worldwide, royalty-free license to use and incorporate general ideas, concepts, know-how, and techniques retained in the unaided memory of its personnel (“**Residuals**”), to the extent that such Residuals do not contain any Client Materials or Confidential Information. Client acknowledges that, as between the parties, fusionSpan shall own and have the right to own, use or transfer all derivative works based on the Work Product, to the extent such derivative works consist of fusionSpan Materials and do not include Client Materials or Client Confidential Information.

To the extent that the fusionSpan Materials incorporate intellectual property previously or independently created or owned by fusionSpan, then fusionSpan shall retain complete ownership over such previously or independently

created or owned intellectual property. Client is hereby granted a limited, non-exclusive, non-transferable, and non-sublicensable, license to use such pre-existing intellectual property as part of fusionSpan's Deliverables or Work Product provided hereunder, solely for Client's internal business purposes in connection with its use of the Deliverables.

This MSA does not give fusionSpan any intellectual property right to assets Client creates in its Salesforce account, except to the extent that such assets include fusionSpan Materials, other than such limited rights as are necessary for fusionSpan to provide the Services to Client.

## **INDEMNIFICATION**

### **Mutual Indemnification**

Each party shall indemnify the other party against each and every claim brought by third parties against a party for which process has been served ("**Claim**") to the extent arising from the indemnifying party's gross negligence or willful misconduct in the performance of this MSA.

### **Indemnification by fusionSpan**

fusionSpan agrees to indemnify Client against any Claim that the Services or Deliverables infringe the intellectual property rights of a third party (the "**IP Indemnity**"); however, fusionSpan will have no obligation to the extent a Claim arises from: (1) Client Materials or specifications; (2) modification of the Deliverables or Work Product not made by fusionSpan; (3) combination or use with products, services, software, systems, or data not provided by fusionSpan (including Salesforce or other Third-Party Services), if the Claim would not have arisen but for such combination or use; (4) use not in accordance with this MSA, applicable documentation, or the SOW; or (5) beta, trial, or no-charge deliverables.

If a Deliverable becomes (or in fusionSpan's reasonable opinion is likely to become) the subject of an infringement Claim, fusionSpan may, at its option: (1) procure the right for Client to continue using it; (2) replace or modify it so it becomes non-infringing while providing materially equivalent functionality; or (3) if (1) and (2) are not commercially reasonable, terminate the affected SOW as to the impacted Deliverable and refund the Fees actually paid for the portion of the infringing Deliverable not yet provided. This section states Client's exclusive remedy for IP infringement Claims, regardless of the theory of liability.

### **Indemnification by Client**

Client agrees to indemnify fusionSpan against any Claims that the Client Materials infringe the intellectual property rights of a third party.

### **Process of Indemnification Claims**

The indemnified party shall give the indemnifying party prompt written notice of any Claims for which indemnification is required and the indemnified party agrees to relinquish control of defending any such Claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such Claim without the indemnified party's prior written consent if such settlement would be adverse to the indemnified party's interests. Consent will not be unreasonably withheld or delayed. The indemnified party may participate in the defense at its own expense. The indemnified party will reasonably cooperate (at the

indemnifying party's expense for out-of-pocket costs) in the defense.

## **Exclusive Remedy**

The foregoing indemnifications state in full the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any Claims, except in cases of gross negligence or willful misconduct.

## **LIMITATION OF LIABILITY**

EXCEPT FOR (1) THE CLIENT'S PAYMENT OBLIGATIONS UNDER THIS MSA AND THE RELATED AGREEMENTS, (2) THE PARTIES' NON-SOLICITATION OBLIGATIONS UNDER THIS MSA, AND (3) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY AMOUNTS GREATER THAN THE AMOUNTS ACTUALLY PAID (OR PAYABLE) BY CLIENT TO fusionSpan IN THE IMMEDIATELY PRIOR 12 MONTHS UNDER THE APPLICABLE SOW. THE FOREGOING CAP APPLIES IN THE AGGREGATE TO ALL CLAIMS ARISING OUT OF OR RELATING TO THE SPECIFIC SOW (OR RELATED AGREEMENT) TO WHICH THE CLAIM APPLIES.

## **CONFIDENTIALITY; PUBLICITY**

In the course of performing and providing services called for within the MSA or other agreement or license between the parties, it may be necessary for the parties to provide one another information that is deemed confidential by the disclosing party. As used herein, the term "**Confidential Information**" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "**Receiving Party**") from the other party (the "**Disclosing Party**") whether before or after the Effective Date of this MSA or at the request or direction of the Disclosing Party in the course of performing the Services: (1) that have been marked as confidential; (2) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (3) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

Confidential Information shall not include information which: (1) is or becomes a part of the public domain through no act or omission of the Receiving Party; (2) 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; (3) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (4) is independently developed by the Receiving Party; or (5) is disclosed by operation of law. If the Receiving Party is compelled by law to disclose Confidential Information, it will (to the extent legally permitted) provide prompt written notice to the Disclosing Party and reasonably cooperate (at the Disclosing Party's expense) in seeking protective treatment. The parties agree not to use information that is exchanged and deemed as Confidential Information at any other time or for any other purpose outside of this MSA.

The Receiving Party shall maintain in strict confidence all the Disclosing Party's Confidential Information, regardless of whether the Confidential Information is marked confidential or proprietary. The Receiving Party

shall safeguard and protect the Disclosing Party's Confidential Information using the same degree of care it uses to safeguard and protect its own Confidential Information. Further, the Receiving Party shall only disclose the Disclosing Party's Confidential Information to third parties who are under an obligation of confidentiality no less stringent than the Receiving Party's obligation of confidentiality hereunder (which may include, as applicable, the Receiving Party's outside legal counsel, accountants, and consultants).

In the event the Receiving Party is compelled by law, rule, regulation, court order, or other governmental mandate to disclose any of the Disclosing Party's Confidential Information (a "Compelled Disclosure"), the Receiving Party shall promptly notify the Disclosing Party of the Compelled Disclosure in writing and shall reasonably cooperate with the Disclosing Party, at the Disclosing Party's sole expense, in the Disclosing Party's efforts to protect its Confidential Information. No Party will be deemed in breach of this MSA for disclosing any Confidential Information pursuant to a Compelled Disclosure, provided that the Party so compelled discloses only the minimum amount of the Disclosing Party's Confidential Information required to lawfully comply with the Compelled Disclosure.

Confidential Information shall remain the sole property of the Disclosing Party. Each party acknowledges that a breach of the provisions of this Section may result in injury to the Disclosing Party, or its customer, for which monetary damages cannot adequately compensate; therefore, the aggrieved party shall be entitled to seek injunctive and equitable relief (but not monetary relief) to prevent, cease or otherwise redress such an actual or impending breach of this MSA.

Upon termination or expiration of this MSA, all Confidential Information shall be returned to the respective owner thereof, or upon request of the owner, destroyed, with written confirmation of destruction to the owner. Notwithstanding the termination of this MSA, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination and continue for a period of five (5) years after such termination, except with respect to trade secrets, for which the rights and obligations hereunder shall continue indefinitely. Each party may retain archival copies maintained automatically in accordance with its standard backup policies for a period of six (6) months from the effective termination date, provided that such copies remain subject to confidentiality obligations and are not readily accessible in the ordinary course.

Client authorizes fusionSpan to transmit information to Salesforce that is required to be submitted by fusionSpan as a Salesforce partner, including but not limited to project implementation metrics.

With Client's prior written consent (email sufficient), not to be unreasonably withheld or delayed, fusionSpan may identify Client by name and logo as a customer and may describe the Services at a high level in fusionSpan's marketing materials. fusionSpan may use anonymized and aggregated learnings that do not identify Client and do not include Client Confidential Information without Client consent.

## **REPRESENTATIONS AND WARRANTIES**

### **General Representations and Warranties**

Each party represents and warrants that: (1) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (2) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (3) it shall comply with all federal, state and local laws and regulations applicable to it in the performance of its obligations

hereunder and it has or shall obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (4) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder; and (5) its performance of its obligations under this MSA shall not violate any other agreement between such party and any third party.

## **Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING ANY SOW OR OTHER RELATED AGREEMENT), THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT (EXCEPT AS EXPRESSLY PROVIDED IN THE IP INDEMNITY).

## **RELATIONSHIP OF THE PARTIES**

This MSA is not intended to create, and does not create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor shall either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.

## **WAIVER; CUMULATIVE REMEDIES**

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. Except as are otherwise specifically limited in this MSA, the rights and remedies of the parties set forth in this MSA are in addition to any rights or remedies the parties may otherwise have at law or equity.

## **SEVERABILITY**

If any provision of this MSA is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the MSA shall remain in full force and effect.

## **SURVIVAL**

All Sections of this MSA, which by their nature are intended to survive expiration or termination of this MSA shall so survive, including without limitation, Non-Solicitation; Intellectual Property; Indemnification; Limitation of Liability; Confidentiality; Publicity; Client Data; and Representations and Warranties.

## **ENTIRE AGREEMENT; AMENDMENT**

This MSA, together with any SOWs or other licenses or agreements concerning the Services hereunder, constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. This MSA may not be modified or altered except by a written instrument duly executed by both parties.

## **NON-EXCLUSIVITY**

Nothing in this MSA limits the ability of either party (1) to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under this MSA, or (2) to provide goods or services that compete with the goods or services of the other party.

## **FORCE MAJEURE**

Except for payment obligations, and except with respect to delays or failures caused by the negligent act or omission of either party, any delay in or failure of performance by either party under this MSA shall not be considered a breach of this MSA and shall be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, failures of the Internet, epidemics/pandemics, labor disputes (not limited to a party's workforce), acts of government, war, terrorism, and supply chain disruptions; provided that the party affected by such event shall use its reasonable efforts to mitigate or avoid such failure or delay, and shall immediately begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents that party from performing any of its obligations under this MSA continues for sixty (60) days or more, then the other party may terminate this MSA immediately upon written notice to the non-performing party.

## **CONTRACT INTERPRETATION**

Ambiguities, inconsistencies or conflicts in this MSA shall not be strictly construed against either party but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this MSA is entered into and common practice in the industry.

## **COUNTERPARTS**

This MSA may be executed in counterparts, including electronically, each of which shall constitute an original, and all of which shall constitute one agreement.

## **GOVERNING LAW**

This MSA shall be construed in accordance with and governed by the laws of the State of Maryland. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Montgomery County, Maryland, and waive any objection to such venue. If any party to this MSA takes legal action for the purpose of enforcing this MSA or pursuing a breach thereof, the losing party shall pay to the prevailing party a reasonable

sum for attorneys' fees, costs and expenses incurred in bringing such action and/or enforcing any judgment granted therein.

## **ASSIGNMENT**

Neither party shall assign their rights or delegate their duties under this MSA, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign or delegate performance of this MSA and any applicable SOW to any entity that is wholly-owned, directly or indirectly, by such party or to any entity which acquires all or substantially all of the business or assets of such party, without the prior written consent of the other party; in such instance, the assigning party shall endeavor to notify the other party in writing of such assignment. This MSA shall be binding upon and shall ensure to the benefit of the parties, their successors and permitted assigns.

## **NOTICES**

All notices under this MSA must be in writing and will be deemed given: (1) when delivered personally; (2) on receipt after being sent by a nationally recognized overnight courier (tracking required); or (3) when sent by email with confirmation of transmission, provided that notices of breach, indemnity claims, and termination must be sent by overnight courier. Notices will be sent to the address set forth in the preamble above (as to fusionSpan) or to the address provided in the applicable SOW or Related Agreement (as to Client).

## **VERSIONING**

fusionSpan will maintain dated versions of this MSA at the posted URL, and the current version of an MSA shall apply to SOWs in effect on such date. Clients will be notified of material changes to this MSA by email or posting to this or a successor URL.

This Agreement was created on March 1, 2026. There are no prior versions of this document.