

INNOVATIVE INTERFACES INCORPORATED
MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Services Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation, having an address at 1900 Powell St Suite 400, Emeryville, CA 94608 ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	NorthNet Library System
Address	2471 Flores St San Mateo CA 94403-2273
Client Technical Contact:	Name: Carol Frost Phone: (650) 349-5538
Customer No.	CU9894
Effective Date	February 1, 2019

1. **Definitions.**

- a. "GTCs" means the Innovative Interfaces Incorporated Master Professional Services Agreement General Terms and Conditions in Exhibit C.
- b. "SOW" means one or more Statements of Work attached as an exhibit hereto and executed by the parties hereto from time to time on or after the Effective Date.

2. **General.** Innovative and Client agree that this Services Agreement is a binding agreement between the parties and is governed by the GTCs, which are made a part hereof. This Services Agreement, the GTCs and all other exhibits, schedules and terms and conditions referenced by or in this Services Agreement or the GTCs together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, prior to the execution of this Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this Services Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of California, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SERVICES AGREEMENT

A	Statement(s) of Work
B	Pricing Exhibit
C	General Terms and Conditions

[Signature page follows]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
NorthNet Library System	Innovative Interfaces Incorporated
By: <i>Carol Frost</i>	By: <i>[Signature]</i>
Name: <i>Carol Frost</i>	Name: Akin Adekeye
Title: <i>CEO, Pacific Library Partnership NorthNet Administrator</i>	Title: VP & General Counsel
Date: <i>January 28, 2019</i>	Date: Jan 29, 2019

Exhibit A
Statement of Work

[Statement of Work follows]

Statement of Work

This Statement of Work (the "SOW") dated February 1, 2019 is entered into pursuant to the Master Professional Services Agreement between NorthNet Library System ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of February 1, 2019 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the INN-Reach Link+ Member Library Adds purchased under the Subscription License Agreement for NorthNet Library System. The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *INN-Reach Resource Sharing Broker (RSB) Implementation*

Innovative will add El Dorado County and Sonoma County to the Link+ INN-Reach system by providing the following services:

- a) Analyzing and profiling the Bibliographic, Item and Patron data for loading.
- b) Setting up a new dedicated RSB server.
- c) Working with the library to load bibliographic, item and patron data into the RSB system and then to the INN-Reach Link+ catalog.
- d) Configuring Scheduler to automate the ongoing update load processes for bibliographic, item and patron records.
- e) Conducting online training.

2. *INN-Reach Add Services for a Sierra Local Server*

Innovative will add Woodland Public to the Link+ INN-Reach system by providing the following services:

- a) Pre-configuration checks on the Sierra local server
- b) Pre-configuration checks on the INN-Reach Link+ central server.
- c) Modify the primary INN-Reach configuration file on the INN-Reach Link+ central system to add Woodland Public.

All specified work includes, where necessary:

- Project management
- Requirements consultation between client and Innovative
- Implementation of changes to production environment
- Post-implementation testing
- Remediation of post-implementation issues, found during our own testing or found by the client

No work will be performed, on the client's production environment, without prior notification to, and approval from, the client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance by the client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the client before work can proceed.

C. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC8755 attached herewith. Payment terms for this SOW are as set forth in the Professional Services Agreement. This Statement of Work estimate is valid for 30 days. Work is deemed to be accepted as delivered. Any delays in deliverables that are attributable to the customer may result in additional Services fees.

D. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: An experienced INN-Reach Product Specialist who will assist with the configurations and coordinate the work required for the library adds.
2. INN-Reach Data/Configuration Specialist: An experienced INN-Reach expert who will handle the data configuration necessary.

E. Client Implementation Team

1. Librarian Lead – Works closely with Project Manager to ensure requirements are clear and complete for the library. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead - Responsible for assisting with Client responsibilities related to data loading and any other system level duties required by Client.

F. Implementation Assumptions

1. The library will be responsible for exporting the data from their ILS for loading into the RSB server.
2. The library must supply bibliographic, item, and patron data from the library ILS that meet Innovative specifications:
 - a. Bibliographic record data must be in MARC 21 format. The bibliographic data provided should contain the fullest cataloging and MARC tagging possible in order to provide a quality record for the INN-Reach catalog.
 - b. In the RSB system, item records contain the physical description of a particular item, including volume or part designation, copy number, location, barcode, and item status. Item data provided must contain sufficient information for display in the catalog and to support the resource sharing policies and practices of the INN-Reach Link+ consortium.
 - c. Patron data resides in the RSB system to provide tracking of current requests and loans to patrons. Patron records may be loaded into the RSB system from one of two formats:

- i. MARC-like format (unblocked and variable length)
 - ii. Comma-delimited file
 - iii. Regardless of the file format, the data must be in ASCII (8 bit) plain text format.
3. The library supplied data must use the delivery method provided by the Innovative implementation team.
 4. The library will be responsible for loading the data, which should include only records intended for the INN-Reach central catalog.
 5. Software will need to be downloaded so the necessary ports will need to be open.
 6. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.
 7. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

Client	Innovative
NorthNet Library System	Innovative Interfaces Incorporated
By: <i>Carol Frost</i>	By: <i>[Signature]</i>
Name: <i>Carol Frost</i>	Name: Akin Adekeye
Title: <i>CEO, Pacific Library Partnership</i>	Title: VP & General Counsel
Date: <i>NorthNet Administrator</i>	Date: Jan 29, 2019

January 28, 2019

Exhibit B
Pricing Exhibit

Additional Terms:

1. **Fees.** All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.

[Approved Quote follows]



Pricing Exhibit

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Date 12/19/2018
Quote # EST-INC8755
Payment Terms Net 30
Sales Rep Tom Jacobson
Technical Contact CU9894 NorthNet Library System : ...
Site Code
Expires 12/31/2018

Bill To
 NorthNet Library System Staff
 NorthNet Library System
 2471 Flores St
 San Mateo CA 94403-2273
 United States

Ship To
 NorthNet Library System Staff
 NorthNet Library System
 2471 Flores St
 San Mateo CA 94403-2273
 United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
INN-Reach DCB Implementation	Services	1	INN-Reach DCB Implementation - El Dorado		18,750.00	18,750.00
INN-Reach DCB Implementation	Services	1	INN-Reach DCB Implementation - Sonoma County		28,200.00	28,200.00
INN-Reach Add Member Library	Services	1	INN-Reach Add Member Library - Woodland Public		2,500.00	2,500.00

Total Fees US\$49,450.00

Exhibit C
Innovative Interfaces Incorporated
Master Professional Services Agreement
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Services will be governed by the terms and conditions of (1) this Master Professional Services Agreement General Terms and Conditions (“GTCs”), (2) the applicable Innovative Interfaces Incorporated Master Professional Services Agreement(s) (each, a “Services Agreement”), and (3) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs and Services Agreement(s). Each Services Agreement, together with the terms and conditions of these GTCs and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the Services Agreement.

1. Scope and Performance of Services.

- a. Each SOW will detail (i) the requirements for implementation of the Software (as defined below) or such other professional consulting services as the parties may mutually agree (the “Services”), and (ii) any tangible work product or other deliverables to be provided to Client by Innovative in conjunction with the Services (“Work Product”), each of which is subject to the terms and conditions set forth in this Agreement. Any such SOW, when executed by the parties, will be deemed incorporated into this Agreement and made a part hereof for all purposes. Innovative will provide the Services on the terms contained in this Agreement. The term “Software” has the meaning assigned in that separate License Agreement between the parties dated as of the License Agreement Date identified in the Services Agreement.
- b. Client will be deemed to have accepted the Services as billed on a time and material basis unless otherwise specified in the applicable SOW.
- c. Innovative is permitted to, at its sole cost and expense, subcontract the performance of some or all of the Services provided that (i) Innovative’s subcontractor agrees in writing to abide by the terms of this Agreement, and (ii) Innovative remains fully responsible for the performance of such subcontractor in accordance with the terms hereof. In performing any Services at Client’s site, Innovative’s and its subcontractors’ personnel (collectively, the “Consulting Personnel”) must adhere to all reasonable personal conduct and security policies of Client provided in writing to Innovative in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe the working hours and holiday schedules of Client while working on Client’s premises.
- d. Although Innovative will perform much of the Services at its offices with its equipment, in order to facilitate the performance of the Services, Client will make available in a timely manner, at no charge to Innovative, all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by Innovative for the performance of the Services (“Client Resources”). Innovative and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Client Resources during the term of this Agreement for the sole purpose of performing the Services. Innovative will not be liable for any damages related to delays caused by Client’s failure to fulfill the foregoing obligations.

- 2. Change Orders.** The parties may make changes to the Services specified in an SOW by executing a mutually agreeable “Change Order” that sets forth (i) a description of the change(s), and (ii) the price and payment terms (if any) for the change(s). Once so approved, the Change Order will constitute a formal amendment to the applicable SOW, and will be deemed incorporated into this Agreement and made a part hereof for all purposes.

3. Proprietary Rights and Ownership.

- a. All Intellectual Property Rights (as defined below) in the Services and Work Product provided or made available to Client by Innovative hereunder (including all improvements, enhancements, modifications or updates) (“Innovative Products”) will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. “Intellectual Property Rights” means any and all intellectual property rights existing from time to

time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. During the term of this Agreement, subject to the terms and conditions set forth herein, Client will have a personal, non-transferable, non-exclusive, right and license to use the Work Product solely for the Software and internal business purposes of Client. Client will at all times retain all intellectual property rights in all Client Data (as defined in the License Agreement) and any proprietary information and materials provided by Client in connection with the Services provided hereunder.

- b. For purposes of this Agreement, as between Innovative and Client, any intellectual property in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party.
- c. Client acknowledges that Innovative is engaged in the process of continuously improving its products which provide software solutions to manage libraries for a wide variety of clients and that Innovative will continue these activities. Nothing in this Agreement will be deemed to preclude or limit Innovative from using intellectual property developed in the provision of the Services hereunder and/or developing any products, end-user services, or other deliverable materials for itself or other clients, so long as such services and/or products do not incorporate Client's Confidential Information or Client Data.
- d. If, in the course of receiving the Services, Client Data is provided by Client or its vendors to Innovative, such Client Data will be managed in accordance with the License Agreement.

4. Fees; Expenses; Payment Terms.

- a. In consideration for the Services, Client agrees to pay the fees set forth in each applicable SOW or Pricing Exhibit (the "Fees"). Additionally, Client will be responsible for all reasonable out-of-pocket costs and expenses (e.g. travel, copying and courier services) incurred by Innovative in its performance of this Agreement.
- b. All Fees and expenses will be billed up to twice monthly in arrears or as may otherwise be specified in the applicable SOW or Pricing Exhibit. All Fees, expenses and any other amounts owing under this Agreement are due and payable on the terms set forth in the Pricing Exhibit. All amounts stated herein and all Fees determined hereunder are in U.S. dollars.
- c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery of the Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative, will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.
- d. Any invoices not paid when due will accrue interest at a rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. Limited Warranty.

- a. Innovative warrants, solely for the benefit of Client, that all Services rendered pursuant to this Agreement will be performed in professional manner consistent with industry practices. Innovative agrees to re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed.
- b. Innovative warrants, solely for the benefit of Client that for a period of 30 (thirty) days after delivery, the Work Product delivered will perform in accordance with the specifications contained in the applicable SOW.

Innovative agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.

- c. The exclusive remedy of Client under the limited warranties set forth in Sections 5(a) and 5(b) are set forth in Sections 5(a) and 5(b), respectively.
- d. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 5(a) AND 5(b), THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.
6. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THE APPLICABLE SOW UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY INNOVATIVE UNDER THIS AGREEMENT. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.
7. **Indemnification.** Innovative will defend Client in any legal action filed by a third party against Client claiming the Services or Work Product as delivered to Client by Innovative pursuant to Section 1 infringes a U.S. copyright or U.S. patent; provided in each case that Client promptly notifies Innovative in writing of such claim and fully cooperates with Innovative in the defense of such claim. Innovative will also indemnify and hold Client harmless from any and all damages and costs (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction in connection with any such claim, or agreed by Innovative in a settlement of such claim. Innovative will conduct the defense and any settlement negotiations in any such third-party action arising as described herein. This indemnification is limited to the Services and Work Product in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Services and Work Product in combination with other software or items not provided by Innovative; or (z) third-party source code included in the Services and Work Product. If the use of the Services or Work Product by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Services or Work Product, (ii) modify the Services and Work Product to remove the cause of the claim, action or suit, (iii) replace the Services and Work Product at no additional charge to Client with an equally suitable, non-infringing service or work product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Services and Work Product, prorated for the period Client's use of the Services and Work Product is enjoined. None of the above warranties or remedies will apply with respect to any element of the Services and Work Product that has been modified by any party other than Innovative, or used in a manner for which the Services and Work Product are not designed or intended. This section states

Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. Confidentiality.

- a. Innovative acknowledges that any Client Resources or information, data, or documents disclosed by Client to Innovative in its performance hereunder are confidential and proprietary information of Client. Client acknowledges that all documentation, technical information, Software and other information pertaining to the Services, and/or Innovative's business interests or activities, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. The information and materials described in the two preceding sentences are referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if such information (i) is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) was rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.
- b. All Confidential Information will be held in confidence and will not be copied, used or disclosed other than as set forth in this Agreement. Each party will take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to said Confidential Information for the purposes of performing this Agreement or using the Work Product, provided that such parties have entered into a non-disclosure agreement offering similar protection as is provided under this Agreement; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body, in which event, the disclosing party will use reasonable efforts to provide the other party with prior notice of such required disclosure.
- c. Recognizing that any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

9. Term; Termination.

- a. This Agreement will be effective as of the Effective Date and will remain in effect until terminated as permitted under this section. Client may terminate this Agreement or an SOW at any time without cause upon 30 (thirty) days prior notice. Client may terminate this Agreement at any time if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative. Innovative may terminate this Agreement or an SOW for cause (i) if Client breaches any material term or condition of this Agreement or an SOW and such breach continues unremedied for 30 (thirty) days after delivery of written notice of such breach to Client, or (ii) if Client is declared bankrupt, admits its inability to satisfy its debts, or enters into any negotiation with its creditors for the settlement of its debts. Any notice of termination expressly purporting to terminate this Agreement in its entirety will also effectively terminate any and all SOWs then outstanding. Contrarily, any notice of termination purporting only to terminate one or more SOWs (but not purporting to terminate this Agreement or otherwise remaining silent as to the termination of this Agreement) will effectively terminate only such identified SOW(s), in which event this Agreement and all other outstanding SOWs will survive.
- b. Upon any termination of this Agreement, all paid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for all Work Product provided or Services performed up to, and including, the date of termination. Otherwise, the rights and duties of the parties will terminate other than the obligation of the Client to pay Fees and expenses in accordance herewith, and the obligations of the parties pursuant to Section 3 (Ownership), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), and the governing law and venue provisions of this Agreement. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Within 30 (thirty) days of a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested by the other party.

10. **Consulting Personnel.** Innovative agrees to keep accurate and complete records of tasks and hours of the Consulting Personnel in performing the Services. Innovative will be solely responsible for, at its own cost, verifying the employment history, educational and professional credentials and licenses, and criminal history of each of the Consulting Personnel. In providing the Services, Innovative will not knowingly utilize Consulting Personnel who have been convicted of fraud, theft, larceny, embezzlement or any other felony or other crime of moral turpitude. Innovative is solely responsible to ensure that all Consulting Personnel are in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"). Specifically, Innovative will comply fully with the record keeping and other requirements of IRCA, including without limitation all I-9 requirements. Client is not responsible for sponsorship of any workers who perform Services for it at the request of Innovative. For Innovative employees working in the United States pursuant to this Agreement, Innovative will provide to Client only workers for whom Innovative has confirmed legal liability to perform services as employees in the United States, and for whom all required record keeping under IRCA has been performed and maintained. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client. Innovative will be solely responsible for the payment of wages and any employee benefits to or on behalf of the Consulting Personnel for work performed under this Agreement and for withholding of any and all federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by federal, state, or local law.
11. **Back-Up Activities.** Client has the sole responsibility for the maintenance and protection of all data provided by Client to Innovative for performance of the Services, including, without limitation, the making, storing and security of back-up and archive copies of such data (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.
12. **General.**
- a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
 - b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client.
 - c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control.
 - d. **Notice.** Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Service Agreement. Notice will be deemed given on the date of receipt or first refusal by the recipient. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
 - e. **Invalidity.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
 - f. **Counterparts.** This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be an original, but all such counterparts together constitute but one and the same instrument.
 - g. **Publicity.** Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which

consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial: Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate confidentiality agreement, license agreement or other document issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including without limitation requests for proposals ("RFPs") and responses to such RFPs, questionnaires and responses to same) do not constitute a part of this Agreement. Purchase orders, work orders or other documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a Services Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. Service Agreement, 2. GTCs and 3. Any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.