
MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

This Master Services Agreement (“Agreement”) is entered into as of the day the Proposal, herein defined, is executed by the parties (the “Effective Date”) and is by and between White Rock Technologies, Inc. (“WhiteRock”), an Arkansas corporation with its principal place of business at 417 Main St., Little Rock, AR 72201, and “Customer”. WhiteRock and Customer are also referred to as “party” and collectively as the “parties”.

Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Proposal and Change Orders.** WhiteRock shall provide consulting services (“Services”) and project deliverables (“Deliverables”) to Customer as specified in the Proposal attached hereto (“Proposal”) and any change order (“Change Order”). The names and titles of the representatives from each party who are authorized to sign Proposals and Change Orders appear on the last page of this Agreement. Neither party shall have any obligation under a Proposal or Change Order until it is signed by the designated representatives of both parties.
 - 1.1. Changes in Proposal.** Any changes made to the Proposal must be submitted in writing by Customer and agreed to by both parties. WhiteRock will create a Change Order incorporating the requested changes. The effect of a Change Order on Deliverables and price can be substantial. Change Orders will not be effective until signed by both Parties.
 - 1.2. Failure to Attach a Change Order.** All work requested of WhiteRock and performed outside the scope of the Proposal will be considered Additional Services as described in the Section 2.2 unless otherwise documented in writing by the parties. In the absence of a Change Order, all Additional Services shall be billed in one hour increments with a one hour minimum for any Additional Services requested; provided, however, no Additional Services shall be billable to Customer unless the Additional Services have been agreed to in writing by one of the authorized representatives of Customer identified on the signature page, which writing may not necessarily be a Change Order, and may consist of a combination of various documents, including e-mails, as well as telephonic requests from Customer’s authorized representatives which have been confirmed by WhiteRock’s authorized representatives in writing.
 - 1.3. Service Level.** WhiteRock services are delivered to the specifications and timelines set forth in the Proposal. Specifications and timeline changes are subject to Section 1.1. Support services using any of the service support offerings that may be listed in the Proposal will be subject to a response time of 24 hours and a resolution time of 72 hours.
 - 1.4. Incorporation of Exhibits.** All Proposals and Change Orders shall be attached as separate exhibits to this Agreement and incorporated by reference herein.

2. **Payments to WhiteRock.** Payments will be made to WhiteRock according to the payment schedule set forth in the Proposal and any Change Order. WhiteRock reserves the right to cease services on the Project if undisputed payment is not received as scheduled.
 - 2.1. **Due Dates.** WhiteRock will make every effort to meet agreed upon due dates. Customer's failure to submit required information or materials may cause delays in the Project and the estimated completion date of the Project. If the Project is delayed for any reason caused by Customer, payments are still due as detailed in the payment schedule of the Proposal and any Change Order. Billing is delivered each month for the prior month's work on or near the first day of the following month. Terms are Net 30 from the Invoice Date.
 - 2.2. **Fees and Additional Services.** Subject to Section 1.3, WhiteRock will charge Additional Services at the rate per hour set forth in the pricing section of the Proposal. Additional Services, as used in this paragraph, will include any work Customer wishes WhiteRock to perform, which is not specified in section 1 above or incorporated into the Proposal or any Change Order, as amended.
 - 2.3. **Overdue Payments.** Any payment not made within fifteen (15) days of the invoice due date, will be subject to a penalty of 10% APR from the due date.
 - 2.4. **Remedy for Nonpayment.** WhiteRock reserves the right to cease providing any Services or Deliverables until all undisputed invoices have been paid in full. Withholding of services, in such an instance, shall not be considered a breach or default by WhiteRock.
 - 2.5. **Disputing Invoices.** If Customer requests verification, in writing, of any disputed amounts billed by WhiteRock within seven (7) days of such invoice, Customer may withhold the disputed amount from the payment of such invoice until verification is provided by WhiteRock. Withholding a disputed amount when such written notice has been given will not be considered a breach of this agreement by Customer.
 - 2.6. **Payment of Uncontested Amount Required.** If Customer disputes any amount due to WhiteRock, Customer must pay any amount that is undisputed when such payment is due.
 - 2.7. **Disputed Amount Due on Verification.** If WhiteRock can supply reasonable documentation to verify that any disputed amount is due within thirty (30) days of any written request for verifications, the invoice will no longer be considered to be disputed. Customer must pay the verified amount within seven (7) days of receipt of such documentation.
3. **Customer Responsibilities.** The customer agrees to continually provide access to the Salesforce environment. In addition, the Customer agrees to provide the necessary feedback for work sessions.
4. **Acceptance.** Upon completion, WhiteRock will deliver the Project or a Deliverable described in the Proposal or Change Order to Customer. Customer will have fourteen (14) business days to perform any tests it chooses to determine if the Project or Deliverable is acceptable.

- 4.1. Correction of Deficiencies.** If the Project or Deliverable is not acceptable, Customer shall give WhiteRock written notice stating the deficiencies. WhiteRock and Customer will meet within seven (7) days of the Customer's written notice to determine a mutually agreeable time for WhiteRock to correct the deficiencies. Once the deficiencies are corrected, WhiteRock will again submit the Project or Deliverable to Customer.
 - 4.2. Failure to Notify.** If Customer fails to notify WhiteRock of any deficiencies in the Project or Deliverable within fourteen (14) business days of delivery any correction of a deficiency will be billed as an Additional Service.
 - 4.3. Satisfactory Completion.** Once Customer is satisfied with the Project or Deliverable and begins using the Project or Deliverable, Customer accepts the Project or Deliverable.
 - 4.4. Warranty Disclaimer.** Once accepted according to this section, Customer accepts the completed Project or Deliverable as-is. There are no warranties, express or implied, associated with the Project.
- 5. Relationship of Parties.** This Agreement creates no agency relationship between the parties. WhiteRock does not, and will not, represent itself as an agent of Customer beyond the duties described in this Agreement. WhiteRock is not an agent or an employee of Customer for any purpose and WhiteRock is not entitled to any of the benefits that Customer provides its employees, (including but not limited to, the withholding of FICA, FUTA, federal or state personal income taxes, and state unemployment insurance taxes) employee benefit purposes, or for any other purpose.
- 6. Term.** Unless terminated earlier pursuant to Section 7 of this Agreement or extended in writing, this Agreement shall continue from the Effective Date to completion of the Services or Deliverables described in the Proposal or until mutually agreed to expire by the parties.
- 7. Termination.** Either party may terminate this Agreement at any time for any reason with 15 days' written notice.
 - 7.1. Fees on Termination.** If this Agreement is terminated by the Customer without cause, Customer must pay WhiteRock the full value of the Project that has been accepted by the Customer as set forth in Section 4 together with the full value of the remaining term as outlined in the Proposal and any Change Orders immediately upon termination of this Agreement. Any payments made to WhiteRock prior to termination shall not be refunded. If this Agreement is terminated by the Customer for cause, Customer must pay WhiteRock the full value of the Project that has been accepted by the Customer to the date of termination as set forth in Section 4.
 - 7.2. Costs of Collection.** Customer agrees to pay WhiteRock any cost of collection for unpaid invoices, including but not limited to, court costs, and attorneys' fees.
 - 7.3. Remedy for Nonpayment.** WhiteRock reserves the right to cease providing any services until all undisputed invoices have been paid in full. Withholding of services, in such an instance, shall not be considered a breach or default by WhiteRock.

8. **Amendment.** This Agreement may be altered or amended, but only if in writing and signed by all parties.
9. **Confidentiality and Non-disclosure.** In the course of performing the services hereunder, either WhiteRock or the Customer may have access to trade secrets and technical information, as well as information about product plans and strategies, promotions, customers, financial information, and related technical and non-technical business information relating to the business affairs of each party. WhiteRock and Customer acknowledge and agree that all such information makes up confidential information and trade secrets (hereinafter “Confidential Information and Trade Secrets”) and are the exclusive intellectual property of the respective parties. WhiteRock and Customer will support the confidentiality of all Confidential Information and Trade Secrets that may be disclosed during this Agreement. WhiteRock and Customer’s obligation of confidentiality as set forth here will survive the expiration, termination, or cancellation of this Agreement.
10. **Intellectual Property.** Deliverables shall not be treated as a “work made for hire” as defined in 17 U.S.C. §101, and WhiteRock shall own the Deliverable. Upon full payment to WhiteRock, all intellectual property rights in any final Deliverable as created or developed by WhiteRock in the performance of this agreement, shall be assigned to Customer (that property, the “Intellectual Property”). To the extent WhiteRock has any interest in work created under this agreement whatsoever, upon full payment WhiteRock irrevocably transfers, sells, conveys, grants, and assigns to Customer, its successors, and assigns, all right, title, and interest in and to the moral rights, and domestic and foreign copyrights and patents (and any renewals of such interest) in such work. WhiteRock agrees to execute any documentation necessary to make effective this assignment and to assist Customer in any registration of copyrights or patent rights in such work in the United States and any foreign country. This assignment is a worldwide assignment in perpetuity and in all media whatsoever, whether now existing or created in the future. The Deliverable, as a whole, makes up the Intellectual Property. The individual parts of any Deliverable are considered Background Technology as described below.
 - 10.1. **License of Background Technology.** WhiteRock warrants that it owns or has a license to use and sublicense certain proprietary and third-party development tools, code and data used or included in any work performed under this agreement and the development of such work (collectively, the “Background Technology”). WhiteRock extends to Customer an irrevocable, perpetual, non-exclusive, paid-up license to use the Background Technology as integrated into any work created under this agreement. WhiteRock, however, retains all ownership of the individual parts that make up the Background Technology. Any publicly available Background Technology used by WhiteRock is licensed subject to the licenses associated with that intellectual property.
 - 10.2. **Subscription Services.** If WhiteRock builds a custom solution utilizing a subscription based service or third-party application that requires a license (such as Salesforce.com), all work will be performed in Customer’s account of the service, which must be purchased and maintained at the expense of Customer.

- 10.3. Failure to Maintain Subscription Service.** If Customer fails to keep an active subscription service that is necessary for the Project or any Deliverable, such failure may result in delays in Deliverables and fees. Customer's decision to terminate any subscription service necessary for a Project or a Deliverable will not terminate Customer's obligation to pay for the Project or the full term of this Agreement.
- 10.4. Use of Copyrighted Materials.** Customer and WhiteRock each warrant that it has the appropriate license to use any copyrighted or trademarked material provided to the other party under this Agreement. Customer and WhiteRock each agree to indemnify and hold harmless the other party against any and all claims, costs, and expenses, including reasonable attorney's fees, arising from or related to any claim that any material provided to WhiteRock by Customer or to Customer by WhiteRock, whichever is applicable, infringes any third party right, including, without limitation, any patent, trademark, copyright or trade secret rights.
- 10.5. Ownership of Customer Data.** Other than the rights and interests expressly set forth in this agreement, Customer reserves all right, title and interest (including all intellectual property and proprietary rights) in and to Customer's content. (such data, the "Customer Data").
- 10.6. Customer Responsible for Data.** Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any Customer Data.
- 10.7. Limited Liability.** WhiteRock is not liable for protection deletion, correction, destruction, damage, loss, or failure by Customer to properly store any Customer Data.
- 11. Indemnification.** To the extent permitted by law, each party to this Agreement shall indemnify, defend, protect, hold harmless, and release the other, its officers, directors, agents, employees, and contractors, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense, including attorneys' fees and witness fees, arising from, or in connection with, or caused by, any act, failure to act, or negligence of such indemnifying party. This indemnification shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to, or for, the indemnifying party under workers' compensation, disability benefits, or other employee benefit acts. As a condition precedent to indemnification, the party seeking indemnification will inform the other party as soon as practical after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
- 12. Insurance.** During the Term of this Agreement, WhiteRock will provide and keep insurance, at its own expense, of the following types of coverage and limits of liability: Comprehensive General Liability, with a combined single limit of liability of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.

13. Miscellaneous.

- 13.1. Notices.** Any notice, election, or other communication provided for or required by this Agreement shall be in writing and shall be deemed received when hand-delivered, delivered electronically or delivered by mail to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.
- 13.2. Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, their legal representatives, transferees, heirs, successors, and assignees.
- 13.3. Choice of Law; Exclusive Jurisdiction; Arbitration.** This Agreement shall be interpreted and construed according to the laws of the state of Arkansas, exclusive of its choice of law provisions, and jurisdiction for any dispute arising hereunder shall be in the state and federal courts located in Pulaski County, Arkansas. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, other than a claim by WhiteRock against Customer for non-payment of any amount owed to WhiteRock pursuant to this Agreement, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, try to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with the provisions of its Commercial Arbitration Rules. Prior to filing a claim for arbitration, a party must request mediation through the AAA’s Dispute Resolution Service. Any mediation shall be held in Little Rock, Arkansas at a mutually agreeable location. No earlier than 60 days after notifying the opposing party that the request for mediation was asked, if, for any reason, the matter has not been fully resolved in mediation, a party may initiate arbitration. Except for a claim by WhiteRock against Customer related to Customer’s failure to pay any amount due pursuant to this Agreement, all other disputes, controversies, or claims arising out of or related to this Agreement or the subject matter hereof, or the breach of this Agreement, shall be resolved through binding arbitration in Little Rock, Arkansas by a single arbitrator selected by the parties. Discovery shall be limited to the production of documents to be used at the arbitration hearing. The arbitrator may award damages and/or injunctive or declaratory relief, as proper. The prevailing party in the arbitration shall be entitled to the award of reasonable attorney’s fees and expenses related to the arbitration, regardless of whether such expenses could be taxed as costs in a court of law. Any award, order or judgment of the arbitrator is final and may be entered in any court of competent jurisdiction.
- 13.4. Force Majeure.** Either party's performance of any part of this Agreement will be excused to the extent that it is hindered, delayed, or otherwise made impractical by flood, fire, explosion, lightning, power surges, pest damages, strikes, or labor disputes, war, civil disturbances, pandemics, acts of civil or military authorities or the

public enemy, inability to secure raw materials, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, acts of God, or other causes beyond reasonable control. If any such event occurs, the non-performing party will: 1. make reasonable efforts to notify the other party of the nature of any such condition and the extent of the delay; and 2. make reasonable, good-faith efforts to resume performance as soon as possible.

- 13.5. Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.
- 13.6. Entire Agreement.** This Agreement, including all current or future exhibits, sets forth all the understandings and agreements of whatever kind and nature existing between the parties hereto concerning this Agreement.
- 13.7. Severability.** Each provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal. The titles of the sections in this Agreement have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.