

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement” or “MSA”) is entered into as of 29 April 2021 (the “Effective Date”) between Promet Solutions Corporation an Illinois corporation (“Promet Solutions”) and XXXXX (“CLIENT”), (collectively referred to herein as the “Parties”).

WHEREAS, Promet Solutions is in the business of providing software consulting, design, development, hosting, integration, maintenance, marketing, support, accessibility compliance and other services; and

WHEREAS, Client has requested that Promet Solutions provide Client with services that will involve software application development, configuration, support, and other related activities.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Agreement, Promet Solutions and Client agree as follows:

1. Scope of Services.

2. This Agreement is a master agreement which shall govern all services (the “Services”) provided by Promet Solutions to Client. The Services shall be provided pursuant to individual statements of work, task orders, or other services descriptions that shall include the specifications for the set of services or project contemplated by that statement of work or task order, and which shall be approved and signed by the Parties from time to time for each set of services or project (a “Statement of Work” or “Task Order”). Each Statement of Work or Task Order will be attached as a schedule to this Agreement. Each Statement of Work or Task Order shall be numbered and shall include, at a minimum, the scope of the particular Services, the compensation for the Services and any special terms or conditions applicable to that Statement of Work or Task Order. Should the terms or conditions of any Statement of Work or Task Order conflict with the terms and conditions of this Agreement, the terms of the Statement of Work or Task Order will control. Promet Solutions shall not be obligated to perform any Services unless it has approved and signed a Statement of Work or Task Order for that project.

3. Any changes in the nature, timing or scope of any Services or in the specific terms of any Statement of Work or Task Order must be mutually approved in writing by Client and Promet Solutions. Promet Solutions shall not be obligated to modify any Services or expand the scope of any Statement of Work or Task Order unless Promet Solutions and Client have mutually agreed on the terms of any such modified or expanded Services, including any modifications to the completion schedule and to the compensation to be paid to Promet Solutions.

4. Services shall be performed in accordance with reasonable standards of care applicable to similar services in similar circumstances. Promet Solutions will make reasonable efforts to honor Client’s request regarding specific individuals and other staffing matters; however, Promet Solutions reserves the exclusive right to determine personnel assignments and may replace or reassign personnel at any time during the Term.

5. Compensation.

6. Client shall pay Promet Solutions in the amounts and at the rates described in each Statement of Work or Task Order for Services. Services may be performed on a fixed-fee, time and materials, royalty percentage or any other basis stated in a Statement of Work or Task Order. Payment for Services

performed by Promet Solutions shall be due within five days (Net 5) after the date of invoice for such Services unless otherwise specified in Statement of Work, Task Order, or invoice. All invoiced amounts shall be paid without offset or deduction of any kind at Promet Solutions' offices in United States dollars (USD).

7. Client shall reimburse Promet Solutions within thirty days (Net 30) after the date of invoice unless otherwise specified in Statement of Work, Task Order, or invoice for all reasonable expenses incurred by Promet Solutions in performance of Services, including, without limitation, expenses for travel, lodging, meals, communications, computer time usage, supplies and parts used in configuration/installation and consumables (e.g., diskettes, media, paper, etc.) ("Expenses").

8. All payment amounts specified in a Statement of Work or Task Order are exclusive of all taxes, duties, shipping, freight, insurance or other similar charges. Client agrees to pay such charges as specified on invoices submitted by Promet Solutions. Client shall pay any excise, property, use, sales or other taxes, including without limitation those based upon Client's property interest or income.

9. **Acceptance.**

Upon completion of the Services in a Statement of Work or Task Order, Promet Solutions shall provide Client with a notice of completion and any final invoices which Client shall pay in accordance with Section 2 above. Client shall have ten (10) calendar days after delivery of the notice of completion, and final invoice when applicable, to provide Promet Solutions with a written objection ("Objection") if Client believes that the Services for that Statement of Work or Task Order have not been completed in accordance with the specifications in the Statement of Work or Task Order. Any Objection must include a detailed identification of each element within the Statement of Work or Task Order that has not been completed. Objections as to matters outside the specific Services set forth in the Statement of Work or Task Order or as to deficiencies related to proprietary software or third-party equipment ("Software or Equipment") shall not constitute a proper basis for an Objection. Client acknowledges and agrees that this Agreement applies only to Services, and that a separate agreement with Promet Solutions shall be required if Client desires Promet Solutions to license or provide any Software or Equipment other than the open source software identified in Section 8 below. Upon receipt of an Objection, Promet Solutions' sole obligation shall be to perform the Services in a manner that is consistent with the Statement of Work or Task Order. Acceptance by Client of all Services performed by Promet Solutions shall be deemed to have occurred (i) if no Objection is delivered to Promet Solutions within ten (10) calendar days after the final invoice date, or (ii) when the deficiencies noted in an Objection have been cured by Promet Solutions.

10. **Time of Performance.**

Promet Solutions will make reasonable efforts to perform the Services according to the completion schedule included in the Statement of Work or Task Order, provided that Client acknowledges that the completion schedule is an estimate only and is provided solely for guidance purposes based upon discussions between the Parties. Promet Solutions' ability to comply with the schedule will depend upon (i) the reasonable cooperation of Client, (ii) prompt review and approval by Client of Services provided by Promet Solutions, and (iii) timely acquisition and installation by Client of any Software or Equipment. Promet Solutions shall not be liable for non-performance, delay, loss or damage from any cause or matter that is beyond Promet Solutions' reasonable control, including without limitation, earthquake, fire, flood, communication disruptions, environmental conditions, war or other

conflict, public disturbance, strikes, labor difficulties, unavailability of material or supplies or any delay by or impediment created by Client.

11. Term and Termination.

12. This Agreement shall commence on the Effective Date and shall continue until terminated. This Agreement or any individual Statement of Work or Task Order may be terminated by either Party without cause at any time upon at least ninety (90) day's prior written notice to the other Party. If only an individual Statement of Work or Task Order is terminated, this Agreement and any other Statement of Works or Task Orders in effect shall continue until completed or terminated.

13. Either Party may terminate this Agreement, or any individual Statement of Work or Task Order with cause at any time upon: (i) a breach or default of any material obligation under this Agreement (including without limitation a breach of any payment or reimbursement obligation by Client) which is not cured within thirty (30) days after written notice of such breach or default; provided, however, that if the obligation is of a nature that is not capable of being cured within thirty (30) days, then the defaulting Party must have commenced efforts to cure the default within thirty (30) days after written notice and must diligently pursue completion of the cure; or (ii) the filing of any bankruptcy or similar petition (whether voluntary or involuntary) by or against the other Party which is not dismissed or removed within thirty (30) days after written notice.

14. The obligations of the Parties under Sections 7, 8, 9, 10, 11 and 12 shall survive termination of this Agreement for any reason.

15. Upon termination of this Agreement or any Statement of Work or Task Order, all amounts previously invoiced or scheduled for payment for Services and Expenses shall immediately become due and payable and Client shall pay all such amounts to Promet Solutions within three (3) business days after the effective date of termination of the Agreement or Statement of Work or Task Order. Further, in the event this Agreement or any Statement of Work or Task Order is terminated prior to completion, Promet Solutions shall prepare an invoice for all Services performed through the effective date of termination and for any expenses or obligations incurred by Promet Solutions for that Statement of Work or Task Order through the effective date of termination which cannot be canceled or returned. Client's obligation to pay all amounts due shall be without right of offset or deduction. In the event Client disputes any amounts claimed by Promet Solutions to be owed, Client shall have the right to recover interest at the same rate as provided in Section 2.a on any amounts challenged by Client which are subsequently determined (by arbitration, judgment, settlement or otherwise) not to be owed by Client.

16. Obligations of Client.

17. Client will, at its own expense, separately procure all Software or Equipment which are required or otherwise determined from time to time by Promet Solutions as necessary or desirable to complete the Services. Client shall be responsible for determining that all Software or Equipment is fully compatible with the specifications for the Services in the Statement of Work or Task Order and any other requirements provided to Client by Promet Solutions.

18. In the event Promet Solutions performs any Services at the Client offices, Client shall provide Promet Solutions and its personnel with: (i) safe and clean work spaces and work environments that comply with all applicable laws and regulations, (ii) direct access to all computer equipment and other

facilities of Client, including remote computer access, as reasonably required by Promet Solutions to perform the Services, (iii) direct access to employees, agents and other contractors employed or retained by Client in connection with operation of Client's computer system and the work-flow procedures at Client's facilities, and (iv) direct access to Client's managerial personnel to present status reports and address issues relating to the Services, including without limitation any proposed changes in a Statement of Work.

19. Intellectual Property Rights.

Client acknowledges and agrees that all "Work Product" conceived, created, developed or reduced to practice in connection with the performance of the Services, and all copyrights, patents and other intellectual property rights therein, are and shall at all times remain the sole and exclusive property of Promet Solutions; provided, however, that Client shall own all of its Existing Technology (defined below) and any improvements or derivative works thereof. Promet Solutions grants Client a perpetual, irrevocable, non-exclusive license to use the Work Product, subject to the terms and conditions stated in Section 8 below and the applicable Statement of Work or Task Order. Nothing in this Agreement or in any Statement of Work or Task Order shall restrict Promet Solutions from reusing or making derivative works based on any Work Product. For purposes of this Agreement, "Work Product" shall mean all inventions, designs, creation, tools, processes, methods, technical developments, improvements, enhancements, ideas, concepts, discoveries, formulas, engines, programs, code and other work of authorship conceived, originated, made, developed, authored or reduced to practice by Promet Solutions, alone or with others, in the course of performing Services; provided, however, that the Work Product shall not include any Existing Technology of Client or Promet Solutions or any improvement or derivative work of such Existing Technology. For purposes of this Agreement, "Existing Technology" shall mean any and all inventions, designs, original works of authorship, software, technology, know-how, information and any intellectual property rights related thereto that shall have existed prior to the Effective Date.

20. Open Source Software Licenses.

Promet Solutions has previously developed and may develop or improve software that is subject to and governed by one or more versions of the GNU General Public License and other open source software licenses (each, an "Open Source License"), which free software may be used or incorporated in the Solution or other Services provided to Client pursuant to Statements of Work or Task Orders to this Agreement. To the extent that Promet Solutions provides software pursuant to a Statement of Work or Task Order that is governed by an Open Source License, Promet Solutions shall comply with the terms and conditions and shall provide Client with a copy of such Open Source License, which may require, among other things, publishing notices that the software is free software, distributing copies of the Open Source License, and making the source code and other parts of the software available to others. To the extent any software provided pursuant to a Statement of Work or Task Order is subject to an Open Source License, Client acknowledges and agrees that its rights and obligations related to such software shall be subject to the terms and conditions of Open Source Licenses, and Client shall comply with the terms and conditions of any applicable Open Source License.

21. Confidentiality.

22. During the term of this Agreement, the Parties will become exposed to information, trade secrets, processes and business practices which the disclosing Party considers confidential or proprietary

("Confidential Information"). The Parties agree to maintain the confidentiality of any Confidential Information received from or given access to by the other Party (whether orally or in writing), to take all necessary precautions against disclosure of such information to third parties and to refrain from using such information for their own use or benefit other than as is strictly necessary to perform its obligations hereunder. Confidential Information does not include information that: (i) is now or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) was known by the receiving Party prior to receiving such information or materials from the disclosing Party; or (iii) is independently developed by the receiving Party without using or incorporating any of the Confidential Information. The foregoing shall not prohibit any Party from disclosing information if compelled to do so by valid subpoena or regulatory process or as otherwise required by law.

23. Client acknowledges that Promet Solutions performs services for other clients (including those whom may be in competition with Client) which are identical or similar to those provided to Client under this Agreement. The Parties agree that the knowledge, skills and experience which may be developed by Promet Solutions in connection with its performance under this Agreement shall not constitute Client's Confidential Information under this Agreement, and that Promet Solutions may freely use such knowledge, skills and experience for other clients, including those whom may be in competition with Client, and for its own purposes. Client acknowledges that Promet Solutions personnel performing Services for Client may simultaneously perform services for others.

24. **Warranty - Limitation of Liability.**

PROMET SOLUTIONS WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND WILL SUBSTANTIALLY CONFORM WITH ANY MATERIAL SPECIFICATIONS IN THE STATEMENT OF WORK OR TASK ORDER. HOWEVER, PROMET SOLUTIONS MAKES NO REPRESENTATION OR WARRANTY THAT ANY SERVICES PERFORMED BY PROMET SOLUTIONS WILL BE FREE FROM ANY DEFECTS OR ERRORS. IF THE SERVICES DO NOT COMPLY IN ANY MATERIAL RESPECT WITH ANY STATEMENT OF WORK OR TASK ORDER, PROMET SOLUTIONS' SOLE OBLIGATION UNDER THIS WARRANTY AND AGREEMENT IS TO REPERFORM THOSE SERVICES NECESSARY TO REMEDY SUCH DEFECT IN THE SERVICES.

THE ABOVE IS A LIMITED AND EXCLUSIVE WARRANTY AND STATES THE SOLE AND EXCLUSIVE REMEDY AGAINST PROMET SOLUTIONS FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER CLAIM AGAINST PROMET SOLUTIONS BASED ON ANY DEFECTS IN OR NONPERFORMANCE OF SERVICES UNDER ANY THEORY. PROMET SOLUTIONS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL PROMET SOLUTIONS OR ITS AGENTS OR REPRESENTATIVES BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF PROMET SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT EXPANDING PROMET SOLUTIONS' LIMITATION OF WARRANTY AS SET FORTH ABOVE, CLIENT AGREES THAT PROMET SOLUTIONS' LIABILITY ARISING OUT OF THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO PROMET SOLUTIONS FOR THE SERVICES THAT ARE THE BASIS OF SUCH CLAIM.

25. **Independent Contractor Status.**

Each Party is an independent contractor and has no authority to bind or commit the other. Nothing herein shall be construed to create a joint venture, partnership, fiduciary, employment or agency relationship between the Parties.

26. **Miscellaneous Provisions.**

27. **Complete Agreement; Amendments; Waiver.** No representation, statement, understanding or agreement has been made except as stated herein. This Agreement and the Statement of Works or Task Orders and other Appendices attached hereto are the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede any prior oral or written agreement between the Parties regarding Services, and may be modified or amended only by a writing signed by an authorized officer of Promet Solutions and Client. Unless otherwise provided herein, failure or delay by a Party in exercising any right, power, or privilege hereunder shall not act as a waiver.

28. **Notice.** Any notice, communication, or consent by any Party to the other Party must be made in writing, addressed to the Party to be notified at its address set forth below, or as may be later designated in writing. Notices shall be effective: (i) 24 hours after facsimile or other similar electronic method, (ii) 72 hours after deposit in the United States mail, certified, return receipt requested and postage prepaid, or (iii) immediately upon personal delivery. Notice in any other manner shall be effective upon receipt.

29. **Governing Law.** This Agreement shall be governed by laws of the state of Illinois, notwithstanding its choice of law provisions, as if this Agreement was executed in the State of Illinois by State of Illinois residents and fully performed in the State of Illinois.

30. **Severability.** In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to apply and, the court shall limit the scope or application of the affected clause by the least extent possible.

31. **Binding Arbitration.** ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH OR WHICH RELATES IN ANY WAY TO THIS AGREEMENT, SHALL BE RESOLVED ONLY BY BINDING ARBITRATION, CONDUCTED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS) (OR THEIR SUCCESSOR AND IF NONE, BY THE AMERICAN ARBITRATION ASSOCIATION), IN CHICAGO, ILLINOIS. WRITTEN NOTICE OF THE DEMAND FOR ARBITRATION SHALL BE SERVED ON THE OTHER PARTY TO THIS AGREEMENT AND FILED WITH JAMS. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE, OR OTHER MATTER IN QUESTION HAS ARISEN (AND IN NO EVENT AFTER THE CLAIM WOULD HAVE BEEN BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS). EACH ARBITRATOR SHALL BE EXPERIENCED IN THE SUBJECT MATTER OF THE ARBITRATION. IN REACHING THEIR AWARD, THE ARBITRATORS SHALL FOLLOW AND BE BOUND BY ILLINOIS LAW TO THE SAME EXTENT AND AS IF THEY WERE JUDGES IN A ILLINOIS COURT OF LAW; PROVIDED THAT THEY SHALL IN NO MANNER AWARD PUNITIVE OR EXEMPLARY DAMAGES (OR DAMAGES CALCULATED BY APPLYING A MULTIPLIER) OR DAMAGES FOR EMOTIONAL DISTRESS. THE AWARD SHALL BE IN WRITING AND SHALL CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW AND SHALL SET FORTH THE NATURE, AMOUNT AND MANNER OF CALCULATION OF DAMAGES. THE AWARD SHALL BE FINAL AND NON-APPEALABLE. ACCORDINGLY, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR CONSTITUTIONAL AND OTHER RIGHTS TO A TRIAL BY JUDGE AND/OR JURY AND THEIR RIGHT(S) TO RECOVER PUNITIVE, MULTIPLE OR EMOTIONAL DISTRESS DAMAGES.

32. **Specific Performance.** It is expressly agreed that the violation of any Party's obligations stated under this Agreement shall result in irreparable harm for which monetary damages would not sufficiently remedy and upon such violation, the aggrieved Party may, as an alternative to binding arbitration, file suit in a state of Illinois court of competent jurisdiction seeking injunctive relief (mandatory or prohibitive) and/or specific performance, all without need to post a bond of any nature; provided that any such action or proceeding shall be limited solely to the granting of injunctive or specific performance relief (and the awarding of attorneys' fees in connection therewith), all such other relief being subject to binding arbitration proceedings. The Parties hereby consent and irrevocably submit to the jurisdiction and venue of any state of Illinois court of competent jurisdiction for purposes of the specific performance provided for in this Section.

33. **Legal Fees.** In the event of any legal or equitable proceeding (or arbitration) arising out of or in connection with the Parties' obligations under this Agreement, the prevailing Party shall recover its reasonable attorneys' fees, costs and reasonable costs of experts. The prevailing Party shall be the Party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement or award.

34. **Successors.** This Agreement shall be binding upon and inure to the benefit of Parties and their permitted heirs, successors, executors, and permitted assigns. This Agreement may not be assigned by Client to any other person without the prior written consent of Promet Solutions.

IN WITNESS WHEREOF the Parties have executed this Master Services Agreement on and as of the date first above written.

PROMET SOLUTIONS

Client

Promet Solutions Corporation
an Illinois corporation

By: _____
Title: _____
Date: _____

Address: 4809 N Ravenswood Ave.
Unit 126
Chicago, IL 60640

Tel: 773.525.8255
Fax: 646.349.1079
Email: andy@prometsolutions.com

Print: _____
Title: _____
Date: _____

Address: _____

Tel: _____
Fax: _____
Email: _____