MASTER SERVICES AGREEMENT

This **Master Services Agreement** (the "**Agreement**") is between RefinedLogix, LLC., a Tennessee Limited Liability corporation, having its principal place of business at 214 Overlook Circle Suite 200, Brentwood, TN 37027 ("***RefinedLogix***"), and the business entity identified as the Client in a fully executed Statement(s) of Work as described herein (hereinafter "***Client***").

WHEREAS, Client wishes to purchase services provided by RefinedLogix;

NOW THEREFORE, RefinedLogix and Client agree as follows:

1. **SERVICES:**
   - **A. Services and Scope.** On the terms and conditions set forth herein, Client hereby engages RefinedLogix to perform those services mutually agreed upon from time to time by RefinedLogix and Client (collectively "***Services***") in written and fully executed statements of work which incorporate the terms of this Agreement by reference (each, a "***Statement of Work***"), and RefinedLogix hereby accepts such engagement. RefinedLogix shall render Services and when applicable, deliver the required deliverables (the "***Deliverables***") in accordance with the timetable and milestones set forth in the respective Statement of Work. Neither RefinedLogix nor Client shall be obligated to enter into any Statement of Work.
   - **B. Statement of Work Authorization and Modification.** Each Statement of Work is to be signed on behalf of the Client exclusively by designated authorized representatives of Client. Any deviation from or modification to a Statement of Work must be agreed to by the parties in writing. In the event of any express conflict or inconsistency between the provisions of a Statement of Work and the provisions of this Agreement, the provisions of the Statement of Work will govern and control with respect to the interpretation of that Statement of Work; provided, however, that the provisions of the Statement of Work will be so construed as to give effect to the applicable provisions of this Agreement to the fullest extent possible, including, without limitation, Sections 3C and 5 of this Agreement.
   - **C. Acceptance of Work.** Within five (5) days after the receipt by Client of any Deliverables, together with a written notice of completion from RefinedLogix, Client agrees to review and/or test the Deliverables. Unless within this five (5) day period Client notifies RefinedLogix, referencing the appropriate Statement of Work in the notification, the Deliverables will be deemed to be accepted. In the event any part of the Deliverables is not acceptable, the case shall set forth with specificity any deficiency. RefinedLogix shall then present a plan to correct the deficiency. Upon the correction of the deficiency, the Deliverables will be deemed to be accepted. It is agreed that a deficiency is defined as a failure of the Deliverable to conform to written design specifications.

2. **FEES AND BILLING:**
   - **A. Charges for Services.** Client will pay to RefinedLogix the charges set forth in each Statement of Work. Unless otherwise provided in the Statement of Work, RefinedLogix agrees not to change its fees during the term of the Statement of Work without the written consent of Client; provided, however, RefinedLogix may adjust its fees prior to entering into a new Statement of Work.

B. **After Hours and Holiday Rates:** Work after 6 PM (Central time) on a normal work day (Monday through Friday, excluding holidays) will be billed at the same rate as normal business hours. Hours billed on weekends or holidays will be billed at a 20% premium rate.

C. **Out-of-Pocket Expenses.** Client will also pay RefinedLogix all reasonable out-of-pocket expenses (including without limitation, travel expenses) incurred by RefinedLogix in the course of providing Services to Client. Out of pocket expenses that exceed $500 will be approved in advance by the Client.

D. **Payment.** Unless otherwise expressly provided in a Statement of Work with respect to the charges to be paid thereunder, RefinedLogix will invoice Client for charges on a periodic basis, with each invoice setting forth the charges related to the previous period. Unless otherwise expressly provided in a Statement of Work, any amount due to RefinedLogix under this Agreement and each Statement of Work shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Client shall be responsible for all taxes (including sales taxes) imposed as a result of the Services, excluding only taxes based on the net income of RefinedLogix. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within ten (10) days of the receipt of an invoice therefore will be deemed approved and accepted by Client. Any collection costs, including legal fees expended by RefinedLogix will be paid by the Client.

E. **Third Party Costs:** RefinedLogix may pass on to Client third-party charges related to software, hardware, or any other related devices and/or services that are necessary for RefinedLogix to provide said services. All third-party costs will be disclosed in advance when possible.

3. **WARRANTIES; WARRANTY DISCLAIMER:**

A. **RefinedLogix's Warranty.** RefinedLogix warrants that its personnel shall perform the Services in a manner consistent with generally accepted industry standards and practices. In the event of a breach of the foregoing warranty, RefinedLogix's sole obligation and Client's exclusive remedy will be to have RefinedLogix perform again the Services in respect of which the warranty has been breached to bring them into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to RefinedLogix within 30 days of completion of the Services in respect of which the claim is made or said claim shall be deemed waived. Client acknowledges that software implementation, development, custom applications, reports, interfaces, and other technical services are not maintained or supported under RefinedLogix's annual software maintenance plans. RefinedLogix does not warrant that a Deliverable will work with future releases, hot fixes or updates to RefinedLogix's products. As Client's exclusive remedy, RefinedLogix will at its expense fix bugs or other errors in a custom Deliverable reported within 30 calendar days after such Deliverable's acceptance. After the 30 day period, Client is solely responsible for the maintenance of the Deliverable unless otherwise expressly provided in a Statement of Work.

B. **Client's Warranties.** For each Statement of Work, Client hereby represents and warrants that (i) with respect to tools, hardware, software and other products provided by Client for use by RefinedLogix under this Agreement and the Statement of Work, Client has obtained all licenses and permits which are required to be obtained to

enable such use by RefinedLogix; (ii) the information furnished by Client to RefinedLogix on which RefinedLogix based the description of the Services and the charges to be paid by Client therefore, as set forth in each Statement of Work, is accurate and complete in all material respects; and (iii) Client has, or will have, the personnel and other resources available, and will provide such personnel and resources, to fulfill Client's obligations set forth in each Statement of Work.

C. **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3A, REFINEDLOGIX DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR THE SERVICES RENDERED BY REFINEDLOGIX OR ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK PURSUANT TO THIS AGREEMENT OR ANY STATEMENT OF WORK. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY REFINEDLOGIX.**

D. **CLIENT ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THESE DISCLAIMERS ARE AN INTEGRAL PART OF REFINEDLOGIX'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PERFORM SERVICES HEREUNDER AND PURSUANT TO THE STATEMENTS OF WORK.**

4. **SUPPORT:**

A. **No Obligation of Support.** Except as expressly provided in Section 3A or a Statement of Work, RefinedLogix shall have no obligation to support or maintain any Deliverable provided pursuant to this Agreement or any Statement of Work.

B. **New Versions of RefinedLogix Products and Maintenance Releases.** Client acknowledges that installation of new versions of RefinedLogix software and Maintenance Releases may cause Deliverables to no longer function as intended. Client is responsible for testing any new versions of RefinedLogix software and Maintenance Releases with Deliverables on a separate test system to insure that the Deliverables work properly with the new versions of RefinedLogix software and Maintenance Releases before installing the new versions and Maintenance Releases on the production server. For purposes of this Agreement, "***Maintenance Releases***" shall mean corrections and enhancements to RefinedLogix software, including hot fixes, patches, workarounds, updates and upgrades.

5. **LIMITATION OF LIABILITY:**

A. **Limitation on Consequential Damages, etc., IN NO EVENT SHALL REFINEDLOGIX BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, OR WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

B. **Limitation on Cumulative Liability. UNDER NO CIRCUMSTANCES SHALL REFINEDLOGIX'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO REFINEDLOGIX UNDER THE STATEMENT OF WORK FROM WHICH THE CLAIM ARISES.**

C. **Allocation of Risk. CLIENT ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT REFINEDLOGIX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.**

6. **CONFIDENTIALITY:**

A. **Confidential Information.** For purposes of this Section 6, "***Confidential Information***" shall mean nonpublic information in tangible or intangible form of the disclosing party that disclosing party designates as confidential or which under the circumstances surrounding the disclosure would reasonably be considered confidential. Confidential Information shall include, without limitation, information contained in design documentation relating to any RefinedLogix or Client programs (including any source code), development-level documentation, all RefinedLogix development tools (except for publicly available tools), data files, databases, marketing plans, supplier and customer information, proprietary and technical information, business and marketing strategies and plans, and information received from others that disclosing party is obligated to treat as confidential. Notwithstanding the foregoing, information disclosed to or acquired by recipient of the information shall not constitute Confidential Information to the extent that the recipient can demonstrate (i) such information was known to the recipient prior to the disclosure thereof by disclosing party; (ii) such information is or thereafter becomes lawfully obtainable from other nonconfidential sources; (iii) the recipient's duty as to confidentiality is waived in writing by disclosing party; (iv) 5 such information was developed by employees or agents of the recipient of the information independently of and without reference to Confidential Information or other information that disclosing party has disclosed in confidence to any third party; or (v) disclosure thereof is required by legal process or applicable law (in which case the recipient of the information shall notify the disclosing party prior to disclosure of such information).

B. **Nondisclosure.** Each party acknowledges that in performance of this Agreement, it may acquire knowledge of the other's Confidential Information. Subject to the provisions of Sections 6A and 6B, each party acknowledges and agrees that all of the Confidential Information disclosed to or acquired from the other party to this Agreement shall be maintained in strict confidence and that it shall not disclose any Confidential Information to any person or entity except as required to perform this Agreement or as expressly permitted by the disclosing party in writing. No party shall use another party's Confidential Information nor circulate it within its own organization except to further the purposes of this Agreement. Each party shall be responsible and liable to the other for any disclosure of Confidential Information by any employee, contractor, agent or other person or entity to whom such party discloses Confidential Information of the other.

C. **Irreparable Harm.** In addition to all other legal or equitable remedies to which a disclosing party may be entitled to enforce this Section 6, both parties acknowledge

that any violation of Section 6 by the non-disclosing party would cause irreparable harm to the disclosing party and agree that the disclosing party shall be entitled to an immediate injunction to prevent violations of Section 6 without the necessity of proving actual harm or posting bond.

7. OWNERSHIP OF DELIVERABLES AND OTHER WORK PRODUCT:

Unless otherwise expressly provided in a Statement of Work, Client shall have a perpetual, paid-up license to use Deliverables, but RefinedLogix shall own all interest, right and title in and to such Deliverables and any other work product developed in the course of providing Services.

8. TERM AND TERMINATION:

A. Term. This Agreement shall be effective when the Statement of Work is signed by both parties and thereafter shall remain in effect until terminated by RefinedLogix or Client as provided in this Agreement or the applicable Statement of Work. The term of any Statement of Work shall be as provided therein. Termination of this Agreement shall have the effect of terminating all Statements of Work.

B. Termination. This Agreement or any Statement of Work (provided such Statement of Work does not contain a provision for a term) may be terminated by Client or RefinedLogix without cause by giving the other party thirty (30) days prior written notice. This Agreement or any Statement of Work may be terminated by RefinedLogix immediately upon written notice in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. This Agreement or any Statement of Work may be terminated by a party if the other party commits a material breach or default of any obligation hereunder or thereunder which breach or default is not cured within 30 days after written notice of such breach or default.

C. Effect of Termination. Upon termination of this Agreement: (a) Client shall promptly pay all amounts payable to RefinedLogix for Services rendered and out-of-pocket expenses incurred up to the date of termination; and (b) each party shall return or destroy, at the direction of the other party, all the other party's Confidential Information in its possession.

D. Survival. Sections 1C, 2, 3, 5, 6, 7, 8B, 8C, 8D and 9 of this Agreement and any provisions specified as surviving in a Statement of Work shall survive any termination of this Agreement and/or termination of any Statement of Work.

9. MISCELLANEOUS:

A. Notices. Any notices or communications required or permitted to be given regarding this Agreement shall be in English and in writing, and shall be sent via U.S. Certified Mail, Return Receipt Requested, or, by prepaid overnight or courier service, to the addresses above, or such other address as shall be designated in writing by either party to this Agreement to the other. Notices are deemed given on receipt or attempted delivery (if receipt is refused).

B. Independent Contractor. Each party, in rendering performance under this Agreement is acting solely as an independent contractor. In no way is either party to be construed as the agent of the other party in any respect, any other provisions of this Agreement hereunder notwithstanding. 7

C. Non-Solicitation. During the term of this Agreement and for twelve (12) months after the termination of this Agreement, each party will not directly or indirectly, for itself or any third party solicit or encourage any employee or contractor of the other party to terminate employment with or cease providing services to the other party.

D. Entire Agreement; Amendments. This Agreement and the Statements of Work together constitute the entire agreement between the parties. RefinedLogix reserves the right from time to

time to modify the terms under which the Services are provided to Client, and as a result, to modify the terms and conditions of this Agreement. If RefinedLogix makes a material change to any of the terms of this Agreement, then RefinedLogix will notify you by either sending an email to the notification email address or by mail to the mailing address which has been provided to RefinedLogix. If the change has a material adverse impact on you and you do not agree to the change, you must so notify RefinedLogix in writing within thirty (30) days after receiving notice of the change. If you notify RefinedLogix as set forth in this Section 9C, then provision of and Client's use of the Services will remain governed by the Agreement as in effect immediately prior to the change until the end of the then current term for the Services.

E. Construction; Headings. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any of its provisions.

F. Severability. If any provision of this Agreement or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

G. Waivers. No action or inaction taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any covenant, condition or agreement contained herein. The waiver by any party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

H. Rights and Remedies Cumulative. Unless otherwise specifically provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute or otherwise.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee without regard to principles of conflict of laws that would require application of the laws of any other jurisdiction.

J. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

K. Assignment. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

L. Force Majeure. RefinedLogix shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, pandemics, strike, labor trouble or work interruption or any cause beyond its reasonable control.