

## RENAISSANCE CHARITABLE FOUNDATION INC.

## MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into by and between RENAISSANCE CHARITABLE FOUNDATION INC. ("RCF") and the organization ("Customer") executing an Order Form or similar form referencing or otherwise incorporating this Agreement ("Order Form"). This Agreement shall be effective as of the "Effective Date" of the first Order Form between Customer and RCF. The parties agree as follows:

**1. SERVICES, WORK ORDERS, AND CHANGE ORDERS**

1.1 Services. Subject to the terms and conditions of this Agreement, RCF will perform for Customer certain services ("**Services**").

1.2 Work Orders. The specific details of the Services to be performed will be described in one or more written work orders, substantially in the form of the work order set forth in **Exhibit A**, that is executed by both parties ("**Work Order**"). Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Work Orders. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

1.3 Change Orders. Unless otherwise specified in a Work Order, Customer may reasonably request in writing that revisions be made with respect to the Services or deliverables set forth in that Work Order ("**Change Order**"). If a Change Order recites revisions that materially increase the scope of the Services or the effort required to deliver deliverables under the applicable Work Order, then within a reasonable time after RCF's receipt of the Change Order, RCF will deliver to Customer a written, revised Work Order reflecting RCF's reasonable determination of the revised Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Customer approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Customer does not approve the revised Work Order within ten business days after its receipt by Customer, the then-existing Work Order will remain in full force and effect, and RCF will have no further obligation with respect to the applicable Change Order.

**2. PERFORMANCE OF SERVICES**

2.1 Project Management. For each Work Order, each party will designate a single point of contact within its organization to manage the responsibilities and duties described in a Work Order ("**Project Leader**"). The Project Leaders will meet as necessary to manage the Services to be performed under a Work Order. Disputes will be escalated to more senior executives, if the Project Leaders are unable to resolve a problem.

2.2 Performance Standard. RCF will perform the Services in accordance with the applicable Work Order, including any specifications in the Work Order. RCF will use reasonable efforts to complete the Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

2.3 Subcontractors. RCF may utilize independent contractors to perform all or part of the Services. RCF will remain solely responsible for the performance of all of the Services that are subcontracted.

**3. COMPENSATION**

3.1 Fees. Customer will pay RCF for Services as specified in a Work Order ("**Service Fees**").

3.2 Payment. Unless otherwise specified in a Work Order: (a) RCF will issue invoices for Service Fees for Services that have been performed; and (b) Customer will pay any undisputed amount set forth in an invoice no later than 30 days after receipt of RCF's invoice. Any amount not paid when due will be subject to finance charges equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will

also reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by RCF to collect any amount that is not paid when due.

3.3 Taxes. Other than federal and state net income taxes imposed on RCF by the United States, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Unless otherwise specified in the applicable Work Orders, the Service Fees payable to RCF under this Agreement do not include any taxes or other amounts assessed or imposed by any governmental authority.

**4. TERM AND TERMINATION**

4.1 Term. Each Work Order will commence on the specified effective date and will continue thereafter until the End Date specified in the Work Order, or the Work Order is terminated as provided in this Section 4 (the "**Initial Term**"). Thereafter, the Work Order will automatically renew for additional periods of one (1) year unless either party provides written notice of its intention not to renew at least sixty (60) days prior to the expiration of the then-current term (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**").

4.2 Notice of Material Breach. If either party commits a material breach in the performance of any of its obligations under any Work Order, then the other party may give the breaching party written notice of the breach (including without limitation a description of the Services with respect to which the breach has occurred, a statement of the facts relating to the breach, the applicable provisions of this Agreement or the applicable Work Order, and the action required to cure the breach) and the non-breaching party's intent to terminate the applicable Work Order pursuant to this Section 4.2 if the breach is not cured within 30 days after the date of the notice (or a later date as may be specified in the notice). Without limitation, any failure by Customer to timely pay to RCF any amounts to be paid under the Work Order will constitute a material breach of this Agreement, and RCF may, without limitation of any of its other rights and remedies available, suspend performance of any Services under any Work Order then in progress during any time that Customer fails to pay any amounts owed to RCF.

4.3 Notice of Termination. If the breaching party fails to cure any material breach specified in any notice under Section 4.2 within 30 days after the date of the notice (or a later date as may be specified in the notice), then the non-breaching party may terminate the Work Order covering the Services with respect to which the breach or default occurred by giving the breaching party written notice of termination.

4.4 Effect of Termination. If any Work Order is terminated in accordance with this Section 4, then, unless otherwise specifically provided for in the applicable Work Order, the following will apply: (a) the parties will cooperate to effect an orderly, efficient, effective, and expeditious termination of the parties' respective activities under the terminated Work Order; (b) RCF will have no obligation to perform any Services under the terminated Work Order after the effective date of the termination; (c) Customer will pay to RCF any Service Fees and other amounts payable for the Services performed under the terminated Work Order through the effective date of the termination; (d) any and all liabilities accrued prior to the effective date of the termination will survive; and (e) the parties' respective rights and obligations under Sections 3, 4.4, 4.5, 5, 6, 7.2, 8, and 10 of this Agreement with respect to any Services covered by the terminated Work Order, will survive. If a Work Order is terminated by RCF pursuant to Section 4.2 or by Customer otherwise than pursuant to Section 4.2 (i.e., other than as a result of a material breach by RCF that is not cured as provided above), Customer will pay to RCF the amount of Service Fees, calculated through the end of the calendar quarter during which the Work Order is terminated, that RCF would have been paid under the Work Order had the Work Order not been terminated

and had the Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by RCF to Customer. The amount of Services Fees specified in the foregoing termination invoice will be final and binding on the parties, absent manifest error.

4.5 Return of Materials. Upon the termination of this Agreement, or upon Customer's earlier request, RCF will deliver to Customer all Customer Materials (as defined in Section 5.1) that are in RCF's possession or control.

## 5. PROPRIETARY RIGHTS

5.1 Customer Materials. Any materials provided by Customer to RCF ("**Customer Materials**") will be used and disclosed solely as required to perform the Services. Customer will own the Customer Materials. RCF will take reasonable steps to maintain the confidentiality of any non-public Customer Materials that are either marked as "Confidential" or which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information itself.

5.2 Inventions. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information (a) conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by RCF, solely or in collaboration with others, in the course of performing the Services; or (b) that form all or part of a deliverable provided as part of the Services, whether developed as part of the Services or separately, but excluding Customer Materials (as defined in Section 5.1) (collectively, "**Inventions**") will be the sole property of RCF. Upon and subject to final payment by Customer of all amounts owing to RCF under the applicable Work Order, RCF hereby grants to Customer a nonexclusive, nontransferable, non-sublicensable, limited, worldwide, license to use the unmodified deliverables in object code only, subject to the restrictions and payment of the fees described in the applicable Work Order.

5.3 Third Party Products. Any third-party products that are provided by RCF in connection with the Services are provided pursuant to the terms of the applicable third party agreement, and RCF assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any third party products.

5.4 Ownership Retained. Except as expressly provided herein, no right or license with respect to any copyrights, patents, trademark rights or other proprietary rights is granted under this Agreement. All rights not expressly granted hereunder by a party are expressly reserved to such party and its licensors. Each party represents and warrants that it owns or has the right to license all trademarks used under this Agreement, and that such trademarks do not infringe or otherwise violate the rights of any third party.

5.5 No Agency or Joint Venture. All decisions regarding effectuation of this Agreement and any action to be taken hereunder will be solely at the discretion of the party making such decision. No party will hold itself out as an agent of the other except as expressly provided in this Agreement. No party will have any authority to bind or obligate the other in any manner except as expressly provided in this Agreement. The parties are acting to promote mutuality of interests but are not forming a partnership or joint venture by this Agreement. All services being provided hereunder are being provided on a nonexclusive basis.

## 6. CONFIDENTIALITY

6.1 Proprietary Non-Public Information. The Parties intend to disclose and exchange proprietary and otherwise confidential information. "**Confidential Information**" means any and all technical and non-technical information, including trade secrets, know-how and proprietary information, firmware, designs, schematics, techniques, plans or any other information relating to any research project, work in process, future development, marketing or business plans or financial or personnel matters relating to either party or its present or future products, sales, suppliers, customers, employees, investors, affiliates, donor information, business volumes or usage, financial information, pricing information, information related to mergers or acquisitions, software/hardware, and any information concerning data,

documentation, procedures, or inventions that is disclosed or otherwise supplied in confidence by the party who disclosed the information ("Disclosing Party") to the other party, its subcontractors or agents ("Receiving Party"), or acquired by a party in the course of carrying out the tasks hereunder, or as a result of access to the premises of a party. This includes information meeting the definition of "Confidential Information" which is furnished to a party or learned in the course of performance under this Agreement. Confidential Information includes: (i) information disclosed in a written or other tangible form which is clearly marked with a "confidential" or "proprietary" legend or other comparable legend; (ii) information disclosed orally or visually which is identified as confidential at the time of disclosure and confirmed in writing within a reasonable time; and (iii) any other information which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information itself. Each Party shall protect and keep confidential any and all confidential, non-public information of the other party, and neither party shall use, disclose or allow any third-party access to any such confidential information, except as permitted by this Section 6.

6.2 Limited Access. Each Party shall use its best efforts to ensure that only employees and third parties whose duties give them a need to know such confidential information of another party shall have access thereto. All such individuals and entities shall be instructed to treat the same as proprietary and confidential and the receiving party shall take such other measures to protect the confidentiality of such confidential information as it deems reasonable under the circumstances. Without limiting the generality of the foregoing, each party shall require any third party to whom it discloses any confidential information to sign a confidentiality agreement, enforceable by the disclosing party, whereby such third party agrees to be bound by the confidentiality provisions that are substantially similar to the provisions set forth in this Section 6.

6.3 Permitted Disclosures. Notwithstanding the foregoing or anything in this Agreement to the contrary, Confidential Information excludes any information which: (a) was known to the receiving party, without restriction, at the time of disclosure, as shown by the files of the receiving party; or (b) becomes public at no fault of the receiving party; or (c) is disclosed with the prior written approval of the disclosing party; or (d) was independently developed by the receiving party, without any use of the confidential information by employees or other agents of (or independent contractors hired by) the receiving party who have not been exposed to such information; or (e) becomes known to the receiving party, without restriction, from a source who the receiving party reasonably believed (i) had obtained such information other than through the breach of this Agreement or an agreement by which the source is bound; and (ii) had not otherwise violated the disclosing party's rights; or (f) is produced by a party with the intent that the information will be released to the public and is delivered to the receiving party for such release. This Section 6 shall not apply to a disclosure made to comply with tax or regulatory requirements, including disclosure to auditing and other professional service firms relating to tax and regulatory advice.

## 7. WARRANTIES AND DISCLAIMER

7.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, RCF MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. RCF EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. RCF DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF ANY DELIVERABLES, OR AGAINST INFRINGEMENT. RCF DOES NOT

WARRANT THAT ANY DELIVERABLES ARE ERROR-FREE OR THAT OPERATION OF THE DELIVERABLES WILL BE SECURE OR UNINTERRUPTED.

## 8. INDEMNIFICATION

8.1 Reciprocal. Each party agrees to indemnify, defend and hold harmless the other party, their respective affiliates, and each other party's and its affiliates' respective directors, officers, employees and agents (any party entitled to be indemnified under this Section an "Indemnified Party," and any party obligated to provide indemnification under this Section, an "Indemnifying Party"), from and against any and all claims, suits, damages, losses, actions, proceedings and liabilities, costs and expenses (including, without limitation, costs of investigation and defense and reasonable attorney's fees and expenses), involving a third party claim (collectively, "Liabilities"), in connection with, relating to, arising out of or resulting from (a) any breach of a representation or warranty of such Indemnifying Party contained in this Agreement, (b) any material breach of any covenant, obligation or other agreement of such Indemnifying Party contained in this Agreement, (c) a claim that the Indemnifying Party or any of its affiliates has infringed the patent, copyright, trademark, trade secret, or other proprietary right of a third party, or (d) any actual or alleged act or omission on the part of such Indemnifying Party's directors, officers, employees or agents (including affiliates) in the marketing or selling of a DAF Program, whether or not such acts or omissions occurred prior to the Effective Date.

8.2 Procedure. The Indemnified Party shall give the Indemnifying Party prompt notice of any claim, and, provided that the Indemnifying Party acknowledges in writing its obligation to indemnify in accordance with the terms of this Agreement, the Indemnifying Party will have the right to control the defense, compromise or settlement of that claim by representatives chosen by it and reasonably satisfactory to the Indemnified Party. Any such notice of a claim shall identify with reasonable specificity the basis for the claim, the facts giving rise to the claim and the amount of the claim (or, if such amount is not yet known, a reasonable estimate of the amount of the Third-Party Claim). The Indemnified Party shall make available to the Indemnifying Party copies of all relevant documents and records in its possession. Failure of an Indemnified Party to give prompt notice shall not relieve the Indemnifying Party of its obligation to indemnify, except to the extent that the Indemnifying Party is materially prejudiced by the delay in giving notice.

## 9. LIMITATIONS OF LIABILITY

9.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NO PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANOTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS, AND CLAIMS FOR INDEMNITY), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO RCF UNDER THE APPLICABLE WORK ORDER DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION), AND EACH PARTY HEREBY WAIVES AND RELEASES THE OTHER PARTY FROM ALL LIABILITY, KNOWN OR UNKNOWN, WITH RESPECT TO SUCH CLAIMS. THE LIMITATIONS IN THIS SECTION 9.2 SHALL NOT APPLY TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR WHERE SUCH LIMITATIONS ARE EXPRESSLY PROHIBITED AT LAW.

9.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT

BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RCF TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## 10. MISCELLANEOUS

10.1 Independent Contractor. It is the express intention of the parties that RCF perform the Services as an independent contractor. Without limiting the generality of the foregoing, RCF is not authorized to bind Customer to any liability or obligation or to represent that RCF has any authority.

10.2 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Indiana. Except as specified in Section 10.3, the parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in Marion County, Indiana, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts. The parties agree to litigate in federal court, if possible.

10.3 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration in Marion County, Indiana, under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with such rules. All other disputes (excluding the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm) will be resolved by a court specified in Section 10.2. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

10.4 Nonassignment; Subcontractors. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

10.5 Mitigation. Each party must mitigate the impact of any damage arising out of or related to this Agreement.

10.6 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person or (b) sent by overnight air courier with some sort of tracking mechanism, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 10.6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

10.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

10.8 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.9 Force Majeure. No Party will be liable for any delay or failure to meet its obligations pursuant to this Agreement due to circumstances beyond its reasonable control, including, but not limited to war, riots, insurrection, civil commotion, fire, flood, storm or inability to obtain necessary labor using commercially reasonable efforts, materials or manufacturing facilities as a direct result of such natural disasters, disruptions of the internet, telecommunications common carriers, or failure of telecommunication service providers or internet service providers.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic

transmission and such execution and delivery will have the same force and effect of an original document with original signatures.

10.11 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

10.12 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

10.13 Non-Exclusivity. RCF offers (and will continue to offer) the same Services performed under this Agreement to other persons.

