



Intelice Solutions

General Services Agreement

BY AND BETWEEN **Intelice Solutions, LLC**, with offices at 5285 Westview Drive, Suite 201, Frederick, MD 21703, hereinafter referred to as "**Intelice**" and Company Name, with a business address of Address _____, hereinafter referred to as ("**Customer**").

WHEREAS, Customer wishes to obtain the services of Intelice as described in the statements of works executed by the parties; and Intelice agrees to provide services to the Customer as described in the statements of works executed by the parties.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties agree as follows:

1) **Services**

Intelice shall provide professional services in the form of information technology consulting, managed services, cloud services or other services in accordance with properly executed statements of work ("Services"). Services provided under this Agreement will be based upon the joint execution of said statements of work as described in Attachment – Sample Statement of Work. Where practical, Services shall be provided upon execution of such a statement of work describing the nature of work, mutual expectations regarding the timing of the work, and the anticipated costs of the work. Upon execution of these statements of work they will be considered part of this Agreement. Any number of statements of work may be independently executed as attachments to this Agreement and together will make up the entire agreement between the parties. In the event of a conflict in the terms and conditions contained herein and the terms and conditions contained within the statement of work, the conflicting terms of the statement of work shall take precedence.

2) **Third Party Products**

Unless otherwise stated in applicable statement of work, all third party hardware, software, services or accessories purchased through Intelice ("Third-Party Products") are nonrefundable once the applicable orders are placed by Intelice. Unless otherwise expressly stated in the applicable Third-Party Product vendor's terms and conditions, all Third-Party Products are provided "as is" and without any warranty whatsoever (including but not limited to implied warranties). If, in Intelice's sole discretion, a hardware or software issue requires vendor or OEM support, Intelice may contact the vendor or OEM (as applicable) on Customer's behalf and pass through to Customer all fees and costs incurred in connection with that process. Notwithstanding the foregoing, Customer acknowledges and agrees that, in order for Intelice to provide uninterrupted services and support under this Agreement, it is the Customer's sole responsibility to maintain valid and current license and/or maintenance agreements with all software vendors providing software covered under these Terms or any statement of work. The Customer must renew and pay for these licenses and/or maintenance agreements to ensure uninterrupted support. Intelice is not liable for service disruptions or delays caused by the Customer's failure to maintain any Third Party Product agreements. Certain third parties may require Intelice to sign a contract with the Third-Party Product vendor for its products ("Third-Party Contract") and the terms of the Third-Party Contract may impose certain conditions and requirements upon Customer. Customer hereby agrees to review all Third-Party terms and conditions, and consent to those Third-Party terms and conditions which Customer has consented Intelice to contract upon its behalf.

3) **Terms and Termination**

This Agreement shall remain in effect from the date of execution until the Agreement is terminated by either party with or without cause upon 30 days written notice to the other party or superseded by a new agreement. The termination of this Agreement shall also be the termination of all outstanding statements of work.

Intelice may terminate this Agreement or any statement of work immediately if: (a) Customer fails to pay any applicable fees as and when due pursuant to this Agreement; (b) Customer commits any other material breach of this Agreement and fails to cure such breach within five (5) days after receipt of written notice from Intelice; or (c) any proceedings in bankruptcy or in reorganization or for the appointment of a receiver or trustee or any other proceedings under any law for the relief of debtors shall be instituted by or against Customer, or if Customer shall make an assignment for the benefit of creditors.

In the event of any termination of this Agreement, Intelice shall be entitled to payment and Customer shall be obligated to pay for any and all Services rendered by Intelice under this Agreement and all statements of work prior to the date of such termination. If Customer elects to terminate this Agreement before fulfilling their minimum term commitment defined within an applicable statement of work ("Term"), Customer shall pay Intelice 100% of the sum of all remaining payments for Services under the original Term of the statement of work. Customer shall also remain responsible for full payment of any and all non-cancellable fees of Intelice and/or other non-cancellable fees required by third-party service provider or Third-Party Product vendor that may extend beyond the termination of this Agreement.

Additionally, notwithstanding any termination of this Agreement, the provisions set forth in Sections 8, 9 and 10b of this Agreement shall survive such termination and remain in full force and effect.

Upon termination of this Agreement and satisfaction of any outstanding indebtedness to Intelice, including payment in full for any non-cancellable service or products and any payment due for the remainder of the Term of any statement of work, Intelice, at Customer's written request, will return all Customer property in its possession and any records, files and/or documentation associated

with projects that may be in process at the time of termination. In addition, Customer will permit Intelice access to Customer's premises to re-claim and take physical possession of all hardware, software, documentation and other items that are the property of Intelice, its affiliates or licensors. If Customer fails to grant Intelice access to remove any hardware, software, documentation or any other property which does not belong to Customer, Intelice shall invoice Customer for the full replacement value of such property and Customer shall make immediate payment thereof. After Intelice has provided Customer with access to all Customer data, Intelice is under no obligation to retain Customer data any longer.

If an applicable statement of work includes equipment to Customer on a rented, service or leased basis then Customer is responsible for 100% of the remaining Lease payments due under the Term of this Agreement and any applicable statement of work. Services may come under the terms HaaS (Hardware as a Service), SaaS (Software as a Service), or may be spelled out under a statement of work with similar terms, and are collectively referred to as "Leased" for the purpose of this section.

4) Responsibilities of the Parties

A. Intelice shall:

- i. Use all reasonable best efforts to perform the Services called for in each statement of work in a timely and professional manner.
- ii. Maintain a customer service help desk allowing the reporting of the Customer's need for Services. The help desk shall be generally available from 7:00 AM through 7:00 PM Eastern Time, Monday through Friday excepting holidays.

B. Customer will assist Intelice in the satisfaction of its responsibilities by :

- i. Using all reasonable efforts to cooperate with Intelice and fulfill its responsibilities as stated elsewhere in this Agreement and in any applicable statement of work in connection with the provision of such Services.
- ii. Designating a person or persons who will act as the principal point(s) of contact (PPOC) for the authorization, management, and reporting of all activities with respect to this Agreement. Such designation shall be based upon the information included in Attachment - Customer Profile. Customer shall notify Intelice immediately in writing of any desired changes to the designated PPOCs. For purposes of this Agreement, notification by email shall be considered as written notification of delegation of authority.

5) Billing and Payments

Contract Invoices generated under this Agreement are due net 10 days from date of invoice, usually the first or last day of each month. Failure to make all payments due to Intelice within 30 days of the invoice date may cause Intelice to suspend some or all of the Services, including contracted and support-related activities until Customer's indebtedness is resolved. If, for any reason, Customer desires to question or dispute any charges included in the Contract Invoice, these questions or disputes must be communicated to Intelice's designated Account Manager and resolved within the above-mentioned 30-day period in order to assure continuation of Services.

Support and Project Invoices generated under this Agreement are due upon receipt of invoice, usually sent within 10 days of the last day of the prior month and dated last day of the prior month. Failure to make all payments due to Intelice within 30 days of the invoice date may cause Intelice to cease some or all Services, including project and support-related activities until Customer's indebtedness is resolved. If, for any reason, Customer desires to question or dispute any charges included in Support and Project Invoices, these questions or disputes must be communicated to Intelice's designated Account Manager and resolved within the above-mentioned 30-day period in order to assure continuation of Services. Unless stipulated otherwise by the terms and conditions set forth in an agreed upon statement of work, all billings for support and project Services rendered by Intelice under this Agreement shall be accumulated and invoiced monthly according to the rates established in the agreed upon statement of work. These invoices shall reflect an itemized summary of billable hours, fees, and expenses associated with Services performed on the Customer's behalf under authorized statements of work during the most recently completed month. Intelice issues monthly statements which reflect any Customer prepayment balances and/or credits issued in the previous month.

All billable hours, fees, and expenses invoiced by Intelice that exceed 20 hours should be associated with an approved statement of work. For the purposes of this Agreement, billable hours, fees, and expenses can include, but are not limited to: all time (in 15-minute or greater increments) incurred at our facilities or Customer's facilities while engaged in Customer activities, up to ½ of travel time incurred traveling to and from Customer's place of business, any monthly pre-arranged or fixed fees agreed upon in a statement of work, and any expenses for parts, peripherals, software, and supplies directly related to providing timely and appropriate services to the Customer. No single expense item with a value in excess of \$250 will be acquired without Customer's prior approval. If Intelice performs services without a statement of work, Intelice shall bill Customer at its then current hourly rates for all services performed by Intelice and Customer shall pay such invoices.

Payment of Invoices can be made via check, ACH or Credit/Debit cards. Unless specified otherwise, a 3% transaction fee applies to all credit/debit charges in addition to the standard invoice amount. Customer acknowledges and accepts this 3% fee for any invoice which they have requested to be processed via their credit/debit cards.

Rate Increases should be expected as Intelice works diligently to provide superior service and maintain top notch talent. As such, Intelice service rates are subject to increases annually, not to exceed 10% in any twelve (12) month period.

A **Late Payment Interest** (finance charge) will be assessed on all invoices overdue by 30 days at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law which shall accrue daily from the date such invoice

was originally due hereunder through and including the date of payment in full. Customer agrees to pay any reasonable costs, including, but not limited to, reasonable attorney's fees of thirty-three percent (33%) of any amount due and owing, expert witness fees and court costs incurred by Intelice to collect any amount unpaid under this Agreement. All returned checks shall be subject to an additional charge of Thirty-five Dollars (\$35.00).

6) Warranties

Intelice warrants that it will use reasonable best efforts in the performance of this Agreement and that the Services will be of professional quality exceeding or conforming to generally acceptable professional practices that are standard within the industry.

Except as otherwise provided in this Agreement, Intelice and its applicable licensors, if any, provide the Services and any products, "AS IS", with no warranties, expressed, implied, statutory or otherwise, including the implied warranties of merchantability and fitness for a particular purpose or use, non-infringement, interoperability, quiet enjoyment, data accuracy and security, system integration and security, or that the Services will be uninterrupted, timely, secure or error-free. Unless otherwise stated and subject to the limitation of liability set forth in this Agreement, Customer's sole right in the event of a breach of an express warranty shall be limited to reimbursement of any fees paid to Intelice for the Services for which the breach of warranty claim arises.

Intelice further makes no other warranties or representations about the adequacy or performance of any Third Party Products or services, even if such Third Party Product or service was suggested by Intelice. All such warranties on Third Party Products or services are limited to any warranty obligations that the third party may have to Customer. Intelice will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product vendor to Customer, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products. Any warranty claim shall be solely between Customer and the third party and Intelice does not warrant that such Third Party Products or services are adequate for Customer's individual security needs. Furthermore, Customer acknowledges it is responsible for verifying such Third Party Products and services meet any and all applicable law which may apply to the information or data provided by Customer.

7) Limitation of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Intelice hereunder, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement or with respect to the Services shall be limited to the value of the amounts paid to Intelice for the immediately preceding three (3) month period under the statement of work under which the liability principally arises. IN NO EVENT WILL INTELICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DAMAGE FROM ANY SECURITY BREACH OR OTHER SECURITY INTRUSION OR VIRUSES, BUGS, OR OTHER MALICIOUS SOFTWARE OR CODE), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF DATA, PRIVACY BREACH, LOSS OF DATA, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

8) Hold Harmless and Indemnification Agreement

The parties shall save and hold harmless and indemnify the other party including such parties affiliates and its and their respective officers, directors, members, stockholders, employees, agents and representatives, against any and all liability, claims, losses, and costs (including attorney's fees and expert witness fees), of whatever kind and nature for injury or death to any person or persons and for any loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of Services under the terms of this Agreement; resulting in whole or in part from a breach of this Agreement, the negligent acts or omissions of the parties, or any employee, agent, or representative of the other.

Intelice may suggest the Customer implement or purchase certain products, protocols or procedures to provide security for Customer's data and systems. Intelice shall not be liable for, and Customer shall indemnify and hold Intelice harmless from, Customer's failure to take such suggestions or the failure of any products or services to adequately protect Customer's data.

9) Confidential Information

Under this Agreement, the parties may have access to and become acquainted with various trade secrets and confidential information of the other consisting of information, records, data, processes, and procedures which are regularly used in the operation of the disclosing party's, or disclosing party's customers business. Such information is commercially valuable to the disclosing party and is not generally known to the public. Unless directed by the disclosing party to make a disclosure or required to be disclosed pursuant to proper governmental or judicial process, the receiving party shall not disclose any of the disclosing party's trade secrets or confidential information, directly or indirectly, or use them in any way, except as expressly required for fulfillment of this Agreement, either during the term of this Agreement or for three years thereafter. Information to be protected under this Agreement must be marked as confidential and proprietary or, if disclosed orally, reduced to writing marked as confidential and proprietary within 30 days of disclosure. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (c) is received from a third-party without breach of any obligation

owed to the disclosing party, or (d) was independently developed by the receiving party without use of any confidential information of the disclosing party.

10) Product Rights

Unless specifically stated to the contrary in an agreed upon statement of work authorizing the Services, the technologies, software, and related documentation used or developed by Intelice; including any software or documentation developed by or on behalf of Intelice at the request or suggestion of Customer and any software and documentation provided to Customer by Intelice, and all copies thereof are proprietary to Intelice and all right, title and interest thereto remains in Intelice. All applicable rights to patents, copyrights, know-how, trademarks, and trade secrets for all such software are and shall remain with Intelice. This Agreement confers upon Customer a non-exclusive, revocable limited license to use the software developed by Intelice pursuant to the terms of this Agreement and any license agreement provided with the software. Customer agrees to execute any documents necessary to ensure and memorialize Intelice's sole right, title to, and interest in the software and documentation developed by Intelice.

All intellectual property rights in any software licenses resold by Intelice remain vested in Intelice or Intelice's licensors. Intelice or its licensors grant the Customer a non-exclusive, non-transferable limited license to use the software. Upon payment for such software, Customer acknowledges that by paying for said licenses Customer agrees to and is bound by any and all End User Licensing agreements which accompany any software licenses.

11) General

- a. Relationship of the Parties. Intelice shall perform all Services under this Agreement as an "independent contractor" and not as an agent of Customer. Nothing herein shall be construed to create any legal partnership, joint venture, agency, or any other relationship between Intelice and Customer. Neither Intelice nor Customer shall at any time have the power to bind the other party.
- b. No Hire. Neither party, during the term of this Agreement and/or any statement of work issued hereunder and for a period of one year after termination thereof, shall directly or indirectly, or through or in concert with any other person or entity, recruit, hire, or otherwise solicit or induce any employee or independent contractor to terminate their employment or engagement with, or otherwise cease their relationship with, the other party, or hire any such employee or independent contractor who has left the other party within one (1) year after termination of such individual or employee's employment or relationship with the other party. Should either party breach this section, such party shall pay the other party a "placement fee" in the amount of \$20,000. The placement fee is intended to represent liquidated damages, and shall not be considered a penalty, as it is a reasonable estimate of the costs and expenses incurred to recruit and train such employee by the non-breaching party.
- c. Force Majeure. Failure of a party to timely perform any obligation under this Agreement caused by governmental restrictions, labor disputes, emergency, or other causes beyond the reasonable control of the party and which could not have been avoided by the party's use of due care shall not be deemed a breach of this Agreement, but rather the other party may thereupon terminate this Agreement without further liability. However, no Force Majeure will be cause for or excuse any delay in performing non-affected obligations (including payment in accordance with this Agreement for Services performed).
- d. Partial Invalidity. The provisions of this Agreement be deemed severable. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- e. Jurisdiction/Venue. This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland, without reference to principles of conflicts of law. If any dispute or controversy arises among the parties to this Agreement concerning any provision of this Agreement or the relationship of the parties, the parties hereby agree to the exclusive jurisdiction of the courts located in Frederick County, Maryland (or if jurisdiction exists, in the United States District Court for the District of Maryland, Northern Division). In the event that legal proceedings are commenced in connection with this Agreement, any statement of work or the Services contemplated hereby, the party which does not prevail in such proceedings shall pay the reasonable attorneys' fees, expert witness fees, collection agency fees and other costs and expenses, including investigation costs, incurred by the prevailing party in such proceedings. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK.
- f. Customer grants Intelice non-exclusive rights to use Customer name, logo, trademarks, quotes, and a description of services provided in Intelice marketing materials.
- g. Notices. All notices provided under this Agreement shall be in writing and shall be sent to the contact which accepted the first Statement of Work until updated via written (electronic okay) request. For Intelice, use our main address listed on our website at <https://www.intelice.com>
- h. Assignment. This Agreement shall be binding upon and inure to the benefit of Intelice, Customer, and their respective successors and assignees. Intelice shall have the right to freely assign all of its rights and obligations under this Agreement by providing customer with written notice of such assignment. Customer may not assign or transfer its rights and obligations hereunder without the written consent of Intelice, which shall not be unreasonably withheld, except in the case of the sale of all or substantially all of the business or assets of Customer, provided all of Customer's rights or obligations to perform under this Agreement are binding on Customer's transferee or assignee.
- i. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

- j. Entire Agreement. This Agreement with its attached statements of work sets forth and constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, whether written or oral, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein.

INTENDING TO BE LEGALLY BOUND, this Agreement has been executed by signing any quote, proposal or Statement of Work which references this General Service Agreement.