THIS CONSULTING MASTER SERVICES AGREEMENT (the “Agreement”) is effective as of **June 5, 2023** (the “Effective Date”) and is by and between **Provisions Group, LLC** (“PG”) with offices at **604 W Main St, Suite 108 Franklin, TN 37064** and **Carahsoft Technology Corp.** (“Client”) with offices at **11493 Sunset Hills Road, Suite 100, Reston, VA 20190.** Now, therefore, in consideration of the mutual promises and covenants contained herein, PG and Client agree as follows:

1. **DEFINITIONS**. Capitalized terms used herein shall have the meanings provided below, unless other definitions are provided in context.
   1. “**Affiliate**” means a party controlling, under common control with, or controlled by a party to this Agreement, where “control” means the ownership of more than fifty percent of the equitable interests in an entity or the power (contractual or otherwise) to control the management and operations of an entity.
   2. “**Confidential Information**” means all proprietary information of a party disclosed to another party in the performance of this Agreement and each Statement of Work, including without limitation: (i) customer information and data, specifications, documentation, programs, know how, pricing information and market information, of every kind or description which may be disclosed by one party to the other party, or to which either party has access, in connection with this Agreement; (ii) information that the recipient knows or should reasonably be expected to know is confidential to the other party; or (iii) information the disclosing party clearly marks in writing as the confidential or proprietary property of the disclosing party. In the event PG is, or may become, exposed to Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996) of Client or any of Client’s managed entities, PG agrees to execute a Business Associate Agreement with Client.
   3. “**Intellectual Property**” means any and all patents, registered trademarks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, logos, know-how, trade secrets, copyrights, rights in designs, inventions or rights to inventions, confidential information, workflow definitions, database structures, document metadata, database rights, rights under licenses and consents in relation to any such rights, and any other intellectual property or rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration).
   4. “**PG’s System IP**” means all and any Intellectual Property of PG in and to any Software, documents, materials, technology, database, schema, or system provided by PG.
   5. “**PG Software**” means any software owned by PG and all derived or produced code, data files or data formats which are derived or produced during the operation and use of the PG Software including any customizations and enhancements developed by or on behalf of PG, save for any open-source code obtained by or on behalf of PG by way of a general public license or otherwise.
   6. “**Services**” means the specific services specified in the Statements(s) of Work to be provided by or on behalf of PG and/or one or more of its Affiliates.
   7. “**Statement of Work**” means one or more document(s) which outline the or Services being provided to the Client subject to the terms of this Agreement. Each Statement of Work will be dated and will include a reference to this Agreement.
   8. “**Third Party Product**” means any Third-Party Software, or any hardware provided by PG.
   9. “**Third Party Software**” means software or data which is supplied to the Client either through PG as a distributor, re-seller, as incorporated/co-packaged open source licensed software or software packages released under one of the OSI Approved Licenses – specifically, Popular/Strong Community licenses (<https://opensource.org/licenses/?categories=popular-strong-community>), or otherwise, for use in conjunction with the PG Software and/or the Services provided or managed by PG (together with any other software which the Client uses or employs in its Systems).
2. **SERVICES; STATEMENT(S) OF WORK.** During the term of this Agreement and the Statements of Work executed under this Agreement,PG shall provide the Services specified in the Statements of Work, subject to the terms and conditions of this Agreement and the terms of each applicable Statement of Work. No Statement of Work is binding against a party until executed by an authorized representative of such party. In the event of a conflict between the terms of this Agreement and the terms of a Statement of Work, the terms of this Agreement shall govern unless the terms of the Statement of Work indicate an express intent to supersede this Agreement, including specific section references to the superseded provisions of this Agreement.
   1. **Labor Costs**. PG agrees to invoice Client for all labor performed on behalf of Client. Labor will be billed to Client on a portal-to-portal basis and invoiced based on the prevailing labor rates. PG reserves the right to adjust the prevailing labor rates from time to time, but not more frequently than annually. Higher hourly rates will be used for advanced and solutions architect services, emergency services, and after-hours services. The minimum on-site service charge will be one hour with fifteen-minute increments thereafter. The minimum charge for phone or remote support is one hour with fifteen-minute increments thereafter. Additionally, Client understands that labor estimates provided by PG are non-binding best estimates based on past experience of PG; and that Client’s existing hardware, software or specific computing needs may cause the actual invoice to be higher or lower than prior estimates. The ultimate cost of any given project may be more or less than the amount estimated. In the event the Client accepts a “fixed price” project fee for the work to be performed, PG will bill Client a ‘fixed price’ at mutually agreed upon intervals. Client understands that Client will pay PG the agreed ‘fixed price’ for all work set forth in any Statement of Work, which shall describe each set of services or project agreed to by the parties. Client also agrees that for all work performed by PG for Client outside that described in a Statement of Work, all services will be billed at our prevailing rates as described above.
3. **AFFILIATES; SUBCONTRACTING.** The Services may be performed by or on behalf of one or more of the Affiliates of PG. PG may subcontract or use third parties to perform any of its obligations under this Agreement, but no such subcontract shall relieve PG of primary responsibility for performance of its obligations**.**
4. **INFORMATION AND DOCUMENTATION.** Client shall provide any information and/or documentation that PG reasonably requests from Client and that is necessary for PG to properly perform any of its obligations hereunder. Such information shall be provided in a form reasonably specified by mutually agreed dates.
5. **ACCESS TO FACILITIES AND SYSTEMS.** To the extent necessary, Client shall provide PG or its subcontractors with access (which may be either virtual access or physical access, as necessary) to its computer hardware, software, networks, systems, and personnel, or to other Client facilities reasonably requested by PG and as is reasonably necessary for PG to perform its obligations hereunder. Client shall provide PG with all applicable software, network, and system credentials, at the appropriate administrative levels, as reasonably necessary for PG to perform its obligations hereunder. All times during which PG personnel are on stand- by at the service site awaiting access to equipment or software shall be considered chargeable time.
6. **Product Returns**. Client understands and agrees that Client will not be able to return product that has been opened and/or used in any way. In addition, the Client understands that it will be charged a fee of 25% of the products purchased price for any product the Client returns that is not defective. Client further understands that defective products will be handled according to the manufacturer’s warranty.
7. **PARTNER OF RECORD**. Client shall, upon request by PG, take all reasonable steps, including executing necessary documents, providing PG with necessary credentials and contact information, and facilitating communications with third parties, to identify PG as Client’s “Partner of Record” with respect to applicable vendor service, maintenance, and support engagements with third-party providers (for example and without limitation, Microsoft), to the extent set forth in an applicable Statement of Work.
8. **PAYMENT**
   1. **Pricing.** Client shall pay for the Services that Client ordered as Client is invoiced for them, without set-off for any reason at the prices set forth on Exhibit A attached hereto and incorporated herein by reference, or as otherwise set forth in an applicable Statement of Work. PG shall charge Client for Services in accordance with the prices set forth in a Statement of Work, or as specified elsewhere in this Agreement or as otherwise mutually agreed in writing. The prices shown in the Statements of Work or otherwise attached to this Agreement do not include any applicable taxes. The Client shall also pay reasonable travel and accommodation expenses, media expenses, and other incidental expenses related to the provision of the Services.
   2. **Invoices and Payment.** PG shall invoice Client electronically for the Services for the fees set forth herein, in advance periodically, according to each Statement of Work and PG’s established billing cycle. Each invoice shall be paid by Client in full within thirty (30) days after the receipt of such invoice. PG will also provide a copy of the invoice to the Client via an electronic invoice, unless otherwise specified in writing by Client. Invoices received by Client will be considered accepted, for purposes of payment, unless written objection is received by PG within fifteen (15) calendar days of the date on the invoice.
   3. **Past Due Balances.** If Client does not pay an invoice in full within the thirty (30) day period specified in Section 8.2, then PG may charge Client interest on the outstanding portion of such invoice, from day thirty-one (31) forwards, at the rate of one and one half percent (1.5%) simple compound interest per month, or such lesser amount as may be the maximum permissible rate under applicable law, until such time as the outstanding invoice is paid. The compounded interest rate may not exceed the annual interest rate permissible by law (8% at time of signing). This Agreement and/or each associated Statement of Work, in addition to the provision of any Services thereunder, may be suspended or terminated at any time by PG without liability if Client fails to pay any such invoice no later than fifteen (15) days after receipt of written notice from PG that such invoice is delinquent. In the event PG provides Client with such written notice of work stoppage, the Client can terminate or pause access to Client systems.
   4. **Taxes.** The Client shall be responsible for all applicable taxes and charges arising hereunder, including, without limitation, penalties, and interest.
   5. **Client Accounting Contacts.** Client contact(s) for invoices and payment questions:

Name:

Title:

Email Address:

Phone:

1. **INDEMNIFICATION** 
   1. **Indemnity**. Each party (as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (as the “Indemnified Party”), and their directors, officers, members, managers, employees, and agents, from any and all third-party liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for claims brought by third parties against the alleged offending party’s alleged action for infringement or misappropriation of any license, copyright, patent infringement, or trade secret right of any third party, personal injury or damage to tangible property to the extent resulting from the performance of Services, misuse of any documents, data, software, or other materials provided by or on behalf of Client, including negligence or willful misconduct of the alleged offending party in the performance of this Agreement.
   2. **Procedure**. Each party seeking indemnification hereunder shall: (a) promptly notify the Indemnifying Party in writing of any such claim or action and in any event no later than 30 days after becoming aware of the circumstances of the claim; (b) make no admission or settlements without the Indemnifying Party’s prior written consent; (c) at the Indemnifying party’s request and expense, allow the Indemnifying party complete control over any negotiations or litigation and/or the defense or settlement of such claim or action (provided, that the Indemnifying Party may not agree to any settlement that requires any admission, act, or forbearance on the part of the Indemnified Party other than the payment of money damages, in full satisfaction of the claim or action, without prior written consent of the Indemnified Party); and (d) give the Indemnifying Party all information and assistance as Indemnifying Party may reasonably request.
   3. **Limitations**. If any claim is made, or in PG’s reasonable opinion is likely to be made, against PG under Section 9.1, PG may at its sole option and expense: (a) procure for the applicable Indemnitee the right to continue using, developing, modifying or maintaining the allegedly infringing Service (or any part thereof) in accordance with the terms of this Agreement ; (b) modify the allegedly infringing Service so that it ceases to be infringing; (c) replace the allegedly infringing Service with a non-infringing Service; or (d) terminate this Agreement or the applicable Statement of Work immediately by notice in writing to the Client and refund any of fees prepaid by the Client as at the date of termination with respect to any portion of time Client was unable to use the allegedly infringing Service as a result of the claim.
   4. **Sole Remedy for Intellectual Property Claims**. This Section 9 (inclusive of all subsections) states the entire obligation and liability of the Indemnifying Party and the sole remedy of the applicable Indemnitee in respect of any infringement or alleged infringement of any Intellectual Property arising from its use of the allegedly infringing item or Service.
2. **CONFIDENTIALITY.** Each party which receives the other party's Confidential Information shall use reasonable care to hold such Confidential Information in confidence and not disclose such Confidential Information to anyone other than to its employees, consultants, regulators, or contractors with a need to know. A party that receives the other party's Confidential Information shall not reproduce such Confidential Information, except to the extent reasonably required for the performance of its obligations pursuant to this Agreement and in connection with any permitted use of such Confidential Information. The obligations of either party pursuant to this Section 10 shall not extend to any Confidential Information which a recipient can demonstrate through written documentation was: (i) already known to the recipient prior to its disclosure to the recipient or was known or generally available to the public at the time of disclosure to the recipient; (ii) becomes known or generally available to the public (other than by act of the recipient) subsequent to its disclosure to the recipient; (iii) is disclosed or made available in writing to the recipient by a third party having a bona fide right to do so and without similar confidentiality obligations; (iv) is independently developed by recipient as shown by the recipient's written records; or is required to be disclosed by subpoena or other process of law, provided that the recipient shall notify the disclosing party promptly of any such subpoena or other process of law requiring disclosure and permits (assisting where reasonably required) the disclosing party to assert its right to protect its Confidential Information.
3. **LIMITED WARRANTY**
   1. **Warranty.** PG warrants that it shall provide the Services and perform our duties hereunder in a good and workmanlike manner by reasonably qualified personnel. PG warrants that the provision of the Services shall be in accordance with federal, state and local laws applicable to PG’s performance of the Services including any law, order or regulatory provision concerning equal employment opportunities by federal contractors.
   2. **Third-Party Products.** Some Services may include or operate in conjunction with Third Party Products. All Third-Party Products are supplied “as is” by PG. If Third-Party Products are supplied with separate warranty and support terms which can be passed through to Client, the third party that supplies such programs and data is responsible for fulfilling such warranty and support terms, and PG makes no warranty and assumes no obligation with respect to such items. PG does not warrant any part beyond such third party’s warranty without the purchase by Client of a separate maintenance agreement for such parts that will be offered by PG if available.
   3. **Warranty Disclaimer**. PG shall have no liability or responsibility regarding failure of hardware, operating system or third party software, client-caused errors, data lost due to client’s back-up techniques or hardware backup failure or client’s failure to maintain a backup copy.
4. **LIMITATION OF LIABILITY.**

The remedies of Client as set forth herein are exclusive. The liability of PG with respect to any service, product, transaction, contract of sale or anything completed in connection therewith, whether such action is premised upon contract, tort, negligence, or under any warranty or otherwise shall not exceed the price of the goods and services supplied and invoiced by PG. Client agrees that Client shall not seek monies or damages beyond the price of goods and services supplied and invoiced by PG. PG shall not be liable for special, indirect, incidental or consequential damages; and Client agrees that Client shall not seek special, indirect, incidental or consequential damages, including without limitation loss of profit, breach of privacy, or other economic damages. Client agrees that PG shall not be responsible for Client’s lost data, breach of privacy, intellectual property violation or network down time due to hardware or software failure of any kind and acknowledges that it is the responsibility of Client to ensure data backups are being performed.

1. **TERM AND TERMINATION**
   1. **Term.** This Agreement shall be in effect from the Effective Date for a period of three (3) years. Thereafter, this Agreement shall automatically extend to accommodate any attached Statement(s) of Work, for the duration of the term of such Statement(s) of Work.
   2. **Termination for Breach.** Should PG breach services be included in a Statement of Work, the breached portion of the Statement of Work may be terminated upon thirty (30) days’ written notice. A breach in service shall constitute an event of default under this Agreement, the non-defaulting party may terminate the breached service associated with this Agreement with no penalties provided at least thirty (30) days (the cure period) prior written notice has been given to the other and parties have not reached a mutually agreed upon cure for such default within the cure period**.** Unless otherwise specified herein, should Client breach the terms of this Master Services Agreement, PG may terminate this Agreement and any related Statements of Work with no penalties provided at least thirty (30) days (the cure period) prior notice has been given and such default has not been cured within the cure period, unless otherwise set forth in this Agreement.
   3. **Termination without Cause.** Except for the Client’s termination of a Statement of Work due to PG’s material breach under the terms of this Agreement, this Agreement may be terminated without cause upon sixty (60) days written notice from Client and full payment for all invoice(s) as well as any early termination fees mutually agreed upon in executed SOW’s, orders, and/or service agreements as other liquidated damages.
   4. **Survivorship.** Any terms of this Agreement, which by their nature are intended to survive, shall survive the expiration or termination of this Agreement.
2. **INTELLECTUAL PROPERTY**
   1. **Ownership of Work Product.** Except for Client’s rights in PG’s Intellectual Property set forth in this Section 14, PG owns all rights, title, and interest in its Intellectual Property. PG hereby grants Client a world-wide, non-exclusive, paid-up, irrevocable, royalty-free right and license to use the materials and Intellectual Property provided by PG only in connection with: (i) the provision of services hereunder, or (ii) for any other purpose, only with the prior express written consent of PG. The Client will not release, publish, use, or share any PG work product with any other party without prior written consent from PG. Notwithstanding anything to the contrary herein, Client owns all its Confidential Information, and any rights not expressly granted by Client hereunder are reserved by Client.
   2. **Work for Hire and Intellectually Property Rights.** All Intellectual Property (“IP”) and resulting work product under this Agreement shall be a Work for Hire under 17 U.S.C. 101, and Client is hereby deemed the sole and exclusive owner thereof for all purposes under 17 U.S.C. 201(b). Any Client software developed by Client prior to performance of the work hereunder is and shall remain the sole and exclusive property of Client. Any modifications or changes to the software and other work product is deemed Work for Hire and subject to the provisions set forth in this Section 14.2. Further, PG hereby agrees that all right and interest in and to the work product shall automatically be assigned to Client upon payment of all undisputed fees properly due and owing to PG. To the extent such work product may not be deemed Work for Hire under applicable law, PG hereby assigns to Client all right, title and interest in all intellectual property rights in the work product. PG shall execute and deliver to Client such instruments of transfer and take such other action that Client may reasonably request, including without limitation applications, assignments, and other documents required for the protection of Client’s rights to such materials. Notwithstanding anything contained herein to the contrary, any background technology, developer tools, source codes, object code, routines, methodologies, processes, libraries, concepts, know-how, technologies, and/or generic components designed, developed, created, adapted, or used by PG in its business generally, free of the Client content, prior to the date of this Agreement and/or outside of the Services, shall be and remain the sole property of PG.
3. **GENERAL PROVISIONS.**
   1. **Effects of Headings.** All headings used herein are for index and reference purposes only and shall not be given any substantive effect. This Agreement has been created jointly by the parties and no rule of construction requiring interpretation against the drafter of this Agreement shall apply in its interpretation.
   2. **Relationship of the Parties.** The provisions of this Agreement shall not be construed to establish any form of partnership, agency, or joint venture of any kind between PG and Client, nor to constitute either party as the agent, employee, or legal representative of the other. To the extent PG provides Services under this Agreement, those Services are provided as an independent contractor. All persons furnished by either party to accomplish the intent of this Agreement shall be considered solely as the furnishing party's employees or agents and the furnishing party shall be solely responsible for compliance with respect to its employees with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, benefit plans and withholding and payment of applicable taxes, including, but not limited to income taxes, unemployment taxes, and social security taxes.
   3. **Entire Agreement/Modification.** This Agreement, including all future Statements of Work which are attached hereto and incorporated herein, comprises all the terms, conditions, and agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, publications and understanding of any nature, whether written or oral. No amendments, addenda, Statements of Work, alterations or modifications to the terms or conditions of this Agreement shall be effective or binding on either of the parties hereto unless reduced to in writing and executed by duly authorized representatives of both parties. Notwithstanding, this Agreement does not supersede any written staffing agreements entered by the parties or their affiliates.
   4. **Force Majeure.** If the performance by a party of any of its obligations under this Agreement are interfered with by reason of any circumstances beyond the reasonable control of that party, including without limitation, fire, explosion, acts of God, war, revolution, civil commotion, sources of energy, power failure or labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, then that party shall be excused from such performance for a period equal to the delay resulting from the applicable circumstances and such additional period as may be reasonably necessary to allow that party to resume its performance. If this suspension period exceeds thirty days then both parties must mutually agree on extension or additional actions up to and including termination w/o cause.
   5. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the permitted designees, administrators, successors and assigns of the parties hereto; if nothing in this Agreement shall confer any benefit upon or any right of action to any persons who are not party to this Agreement.
   6. **Severability of Provisions.** If any provision of this Agreement is declared or judicially determined to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect and the parties shall substitute for the invalid provision a valid provision which most closely approximates the economic effect and intent of the invalid provision.
   7. **Assignment.** Neither party may assign or transfer this Agreement or any of its rights hereunder without the prior written consent of both parties, such consent not to be unreasonably withheld.
   8. **Non-Waiver.** The failure by either party hereto at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require the performance with respect thereto or to claim a breach with respect thereto. Terms in this Agreement can only be waived by a specific release in writing signed by both parties.
   9. **Governing Law.** The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee for its rules regarding the conflict of laws and venue portions thereof.

**15.10 Notices.** Any notices or reports required or permitted by this Agreement shall be made in writing and transmitted to the recipient by: (i) courier or hand delivery; (ii) Federal Express or other reputable courier delivery; (iii) U.S. certified mail, return receipt requested, postage prepaid, at the address shown in the first paragraph of this Agreement (or at any other address that may be designated by either party from time to time, if provided in accordance with this Section 15.10) or (iv) via electronic means where deemed necessary from an Authorized Officer from each Party. Such notice shall be deemed to be given upon the date of: (a) courier or Federal Express delivery, or (b) in the case of transmittal by U.S. certified mail, return receipt requested, the date the return receipt is signed, or delivery is rejected.

**15.11 Non-Solicitation.** Recognizing that each party has made a considerable investment in the hiring, training and retention of its personnel, and other than as expressly permitted under a particular Statement of Work, the Parties shall not directly or indirectly solicit, attempt to employ or retain, or employ or retain any employee or representative of the other party, independent contractor or otherwise, or take any other action to induce any person to leave the employ of the other party or any person, firm or corporation, public or private, to terminate any other relationship with the other party during the term of this Agreement and for a period of one (1) year following termination of this Agreement. This covenant shall also apply to former employees, independent contractors or otherwise, of the other party for a period of one year following the termination of employment or the termination of this Agreement, whichever is shorter. It is agreed that a breach of this Section 15.11 by either party will cause the breaching party to be injured in an amount not easily ascertainable and, therefore, the parties agree that, for each breach, the breaching party shall pay a placement fee equal to the annual base salary of the resource. Nothing herein shall be construed as any attempt by either party to prevent any employee or former employee from any restraint of trade or occupation. The prohibition of solicitation for employment or contracting with shall include, but is not limited to, the establishment of an employer/employee relationship or the establishment of an independent contractor relationship through any entity other than such person’s prior employer.

**15.12 Use of Trademarks and Reference to Client in Marketing Collateral**. PG may make general reference to Client, including use of Client’s logo and the general types of services being provided by PG to Client under this Agreement in PG’s presentations, collateral, and client lists made available to PG’s clients, prospective clients and/or financial analysts for general reference and marketing purposes. All right, title, and interest in and to all trademarks, trade names, service marks, and logos used by Client shall be owned exclusively by the Client.

IN WITNESS WHEREOF, PG and Client acknowledge that they have read this Agreement, understand, and agree to be bound by its terms, and have caused this Agreement to be executed by their duly authorized representatives:

|  |  |
| --- | --- |
| Carahsoft Technlogy Corp. | Provisions Group, LLC |
|  |  |
| Signature | Signature |
| Title | Title |