

## Master Service Agreement

**1 Introduction:** The Agreement (defined below) is entered into by and between Scient Partners, LLC dba HillSouth. ("HillSouth") and Client (defined below).

**1.1** The Client wishes to purchase goods and services described from HillSouth and HillSouth wishes to provide goods and services to Client.

**1.2** Client and HillSouth agree that the terms of the Agreement shall govern the relationship between Client and HillSouth.

**1.3** The Agreement shall be effective as of the latter of the Start Date (defined below) or the Requested Start Date (defined below)

**2 Definitions:** For the purpose of the Agreement, any capitalized terms used herein and not defined elsewhere within the Agreement have the meanings set forth below:

**2.1** "Affiliates" of a party means any person or entity that now or in the future directly or indirectly controls, is controlled with or by, or is under common control with that party.

**2.2** "Agreement" means this Master Service Agreement, all Service Orders, all Product Orders, any applicable Service Schedules, and any Addenda thereto.

**2.3** "Client" means the Client Organization as listed on the Order, its subsidiaries and assignees.

**2.4** "HillSouth" means Scient Partners, LLC dba HillSouth, its subsidiaries, and assignees.

**2.5** "Late Payment" means any payment not received by HillSouth by the due date specified on the Invoice.

**2.6** "Monthly Recurring Charge" or "MRC" means the monthly charges billed to Client by HillSouth for services that are billed monthly. The MRC is set forth in the applicable Order.

**2.7** "Non Recurring Charge" or "NRC" means the one-time charges billed to Client by HillSouth for products or services that are billed on a one-time basis. The NRC is set forth in the applicable Order.

**2.8** "Order" means any signed Service Order, quote, engagement letter, statement of work, or any other request for product or service made by Client to HillSouth pursuant to the Agreement. Each Order shall be deemed a separate agreement unless otherwise specified on the Order and shall be governed by the terms and conditions set forth in this Master Service Agreement.

**2.9** "Party" means Client or HillSouth respectively and Parties means both Client and HillSouth.

**2.10** "Requested Start Date" means the date that Client requests to begin receiving product or services from HillSouth as set forth on the Order. If no Requested Start Date is specified on the Order, the Requested Start Date shall be deemed to be 10 days following HillSouth's receipt of the Order.

**2.11** "Services" means the services provided by HillSouth to Client as set forth on the applicable Order.

**2.12** "Service Order" or "Service Order Agreement" means an agreement signed between the Parties that sets forth certain Services to be provided by HillSouth to Client and which includes specific terms and conditions applicable to the services listed in the Service Order.

**2.13** "Start Date" means the date on which Client first receives or begins receiving the product or service from HillSouth specified on the Order.

**2.14** "Usage Recurring Charge" or "URC" means charged billed to Client by HillSouth on a periodic basis for Services which are billed in whole or in part based on usage. The URC is set forth in the applicable Order.

**3 Products and Services:** The Agreement includes at least one Order. The Order and any applicable schedules and addenda are incorporated here by reference.

**3.1** HillSouth agrees to provide Products or Services or both to Client subject to the terms and conditions set forth in the Agreement. Any applicable warranties and guarantees related to Products or Services are set forth in the Agreement.

**3.2** HillSouth shall make a commercially reasonable effort to provide Products or Services to Client on the Requested Start Date. HillSouth is typically able to begin delivering Products and Services to Client within 10 business days of HillSouth's receipt of the Order.

**4 Use of Services:** Client may use HillSouth services for any lawful and ethical purpose. Use of HillSouth services for any other purpose is strictly Prohibited.

**5 Rates:** The Prices and Rates for Products and Services ("Rates") are listed on the Order.

**5.1** During the Term of the Agreement all Rates shall be subject to adjustment at HillSouth's option by up to 5% annually ("Rate Adjustment"). In the event that HillSouth elects to complete a Rate Adjustment, the Rate Adjustment shall occur on the first day of the first month of each calendar year following the Start Date.

**5.2** After any Rate Adjustment, the new rates following the Rate Adjustment shall be deemed the Rates for the purposes of the Agreement.

**5.3** NRC and URC charges are nonrefundable.

**6 Deposits:** HillSouth may at its sole option require a deposit at the time of the Order as a condition to provide Products or Services to Client. Client deposits shall be applied against the last invoice associated with the Order unless otherwise agreed by the Parties. Unused Client deposits will be refunded following expiration or termination of the Agreement.

**7 Invoices:** Fixed charges including MRC and NRC are generally billed in advance and URC charges are generally billed in arrears. Billing for partial months is prorated.

**7.1** Regular billing for MRCs shall commence on the Start Date. If the Start Date does not fall on the first of the month, the first billing shall be prorated and may appear together with the second month's billing or may come on a separate invoice. Thereafter, invoicing for MRCs will occur monthly on or about the first of the month.

**7.2** Regular billing for usage-based services shall begin on the Start Date. Invoicing for URC related to services will typically occur monthly on or about the last day of the month but may occur more frequently at HillSouth's discretion.

**7.3** Client may request net terms with HillSouth by completing a credit application. HillSouth shall in its sole discretion grant or deny net terms.

**7.4** HillSouth reserves the right to change Client terms at any time following the Start Date if in its discretion Client becomes more or less creditworthy. In the event that Client's net terms are decreased, HillSouth shall provide notice to Client of such decrease in net terms prior to or concurrent with the next billing of Client on the new terms.

**7.5** HillSouth may at its option utilize electronic systems for delivery of Invoices.

**7.6** Client's receipt of Invoice will be presumed five business days following the date that the invoice is sent to Client.

**8 Payments:** Client shall pay HillSouth for Products and Services provided by HillSouth to Client.

**8.1** Client shall make payment to HillSouth in United States Dollars. Client may pay by cash, check or any other legal payment method currently accepted by HillSouth.

**8.2** HillSouth reserves the right at its sole option to accept or not to accept credit cards as a valid method of payment on a case by case basis.

**9 Interest Rate on Late Payments:** Late Payments are subject to interest at a rate of 1.5 percent per month or the highest rate allowable by law, whichever is less. Interest for Late Payments shall be invoiced periodically.

**10 Disputes:** If Client reasonably disputes an Invoice, Client shall pay all undisputed amount by the due date as specified on the Invoice. Client shall provide Notice of such dispute in writing to HillSouth no later than 30 days after the date of Client's receipt of Invoice. Any Notice of dispute not received by HillSouth within 30 days after the date of Client's receipt of invoice is waived. All Notices of invoice disputes shall include at a minimum information detailing the amount of the dispute, the nature of the dispute, the specific charges being disputed and the Invoice being disputed.

**10.1** If Dispute is resolved in favor of HillSouth, Client will pay the disputed amounts plus interest from the Invoice Due Date.

**10.2** If Dispute is resolved in favor of Client, the disputed amount shall be applied to Client account in the form of a credit.

**11 Taxes:** With the exception of taxes based on HillSouth' Income, Client shall be responsible for all taxes and fees arising in any jurisdiction, including by way of example but not limitation consumption, sales, use, value added, gross receipts, foreign withholding, excess, bypass, access, franchise or other taxes, fees, surcharges or duties imposed on or incident to the provision, sale or use of Products or Services. Client may present to HillSouth a valid tax-exemption certificate and HillSouth will give effect thereto prospectively.

**12 Default:** If, after the Start Date, Client fails to pay any amount required under this Agreement and such failure continues for thirty (30) days after notice to Client ("Client Default"), all remaining amounts due under the Agreement shall be accelerated and become immediately due and payable.

**12.1** If either Party fails to observe or perform any material term of this Agreement and such failure continues for thirty (30) days after written notice from the other Party ("Default"), then the nondefaulting Party may at its option terminate the Agreement and pursue any remedies it may have at law or equity.

**12.2** If any change in applicable law, regulation, rule or order materially affects HillSouth ability to delivery any Product or Service, the Parties will negotiate appropriate changes to the Agreement. If Parties are unable to reach agreement within thirty (30) days after such change, the parties agree that the affected Product or Service shall be severed from the agreement on a prospective basis.

**13 Collections:** Client will be liable to HillSouth for all costs and expenses incurred in collecting amounts due to HillSouth.

**14 Term:** The "Initial Term" shall typically be specified on the Order. If no Initial Term is specified on the Order then the Initial Term is 12 months.

**14.1** The "Subsequent Term" of this agreement shall be 12 months, unless otherwise specified in the Service Order or agreed to in writing by Parties prior to the expiration of the Initial Term.

**14.2** The Initial Term and all Subsequent Terms collectively comprise the "Term" of the Agreement.

**14.3** If neither Client nor HillSouth cancels the Agreement prior to the end of the Term, then the Service Agreement shall automatically renew for a Subsequent Term.

**15 Cancellation:** Client may cancel this agreement for convenience upon 30 days written notice to HillSouth. If Client cancels this agreement prior to the end of the Term Client shall be liable for the applicable Termination Liability as set forth herein.

**16 Termination for Cause:** This Agreement may be terminated by either Party by providing written notice to the other Party specifying the date of termination (a) the other Party breaches any material

term of this Agreement and fails either to substantially cure such breach within 30 days after receiving written notice specifying the breach, or for those breaches which cannot reasonably be cured within 30 days, promptly commence curing such breach and thereafter fails to proceed with all due diligence to substantially cure such breach, or (b) if all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other party is adjudged bankrupt.

**17 Termination Liability:** If prior to expiration of Term Client Terminates Service for convenience or if HillSouth Terminates Service for cause, Client will pay HillSouth an early termination charge ("Termination Liability") equal to all unpaid amounts for service provided through the date of termination plus: (a) all previously waived NRCs or waived charges for Services, plus (b) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Term; plus (c) 50% of the remaining monthly recurring charges (if any) for months 13 through the end of the Term; plus (d) any termination liability payable to third parties resulting from the termination. Client acknowledges that the Termination Liability is a reasonable approximation of HillSouth's damages and is not a penalty.

**18 Non-Solicitation:** During the Term of the Agreement and for a period of 12 months thereafter, neither Party shall solicit, interfere with or attempt to entice away any employee, third party contractor or Affiliate of the other Party who has been involved with the performance of the Agreement. If a Party violates the foregoing non-solicitation provision, it shall pay the other party as liquidated damages and not as a penalty any amount equal to one year's salary for the person hired in violation of this nonsolicitation provision.

**19 Indemnification:** Each party hereby agrees to indemnify and hold the other party harmless from, against, and in respect of (and shall on demand reimburse the other party for) any and all loss, liability, or damage suffered or incurred by the other party by reason of any untrue representation, breach of warranty or nonfulfillment of any paragraph or covenant contained herein or in any certificate, document, or instrument by the parties pursuant hereto or in connection herewith.

**19.1** Should any party materially breach this agreement (including representations and warranties made to the other party), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract. This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

**20 Integration:** The Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by the Agreement. This Agreement is an integrated agreement.

**21 Severability:** If any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of the Agreement. All remaining provisions of the Agreement shall continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**22 Modification:** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. The physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

**22.1** HillSouth reserves the right to make changes to the Agreement from time to time to reflect changes in how HillSouth conducts its business ("Periodic Modification"). Periodic Modifications made by HillSouth do not require the written and signed agreement by Client but they do require Client's consent. HillSouth shall provide written notice to Client of any Periodic Notification at least 30 days prior to the effective date of the modification. In the event that Client objects to such modification, Client may provide notice of its objection in writing to HillSouth within 30 days of Client's receipt of the Periodic Notification notice. If Client objects to the modification, the Periodic Notification shall be of no effect and the agreement shall continue without modification. If Client does not object within the prescribed notification period, the Periodic Modification shall become effective upon the date specified in the Periodic Modification notice.

**23 Governing Law:** This Agreement shall be interpreted under, and governed by, the laws of the state of South Carolina.

**24 Exclusive Jurisdiction for Suit in Case of Breach:** The Parties, by entering into this Agreement, submit to jurisdiction in South Carolina for adjudication of any disputes and/or claims between the Parties under this agreement. Furthermore, the Parties hereby agree that the courts of the State of South Carolina shall have exclusive jurisdiction over any disputes between the Parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.

**25 Limitations of Liability:** For purposes of all indemnity obligations, exclusive remedies and limitations of liability set forth in this Agreement, HillSouth shall be defined as HillSouth, its affiliates, its subsidiaries, its assignees, and its and their employees, directors, officers, agents, representatives, subcontractors, service providers and suppliers; Client shall be defined as Client, its affiliates, and its and their employees, directors, officers, agents and representatives; and Damages will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

**25.1** Client and HillSouth will make every commercially reasonable effort to ensure that neither party incurs Damages as a result of actions or inactions of the other party. Nevertheless:

**25.2** EITHER PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

**25.3** FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGE NEGLIGENTLY CAUSED A PARTY, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PARTY OR FROM A BREACH OF THE PROVISIONS OF THIS SERVICE AGREEMENT, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES.

**25.4** FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CLIENT FOR THE AFFECTED SERVICE DURING THE ONE (1) MONTH PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS DOES NOT LIMIT CLIENT'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**25.5** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**25.6** HILLSOUTH ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY HILLSOUTH; SERVICE

INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**25.7** The limitations of liability set forth in this Section shall apply: regardless of the form of action, whether in contract, tort, strict liability, equity or otherwise; and whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedies provided in this Agreement.

**26 Force Majeure:** Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure of Service due to causes beyond such party's reasonable control ("Force Majeure"). Client will not be obligated to pay HillSouth for Service not delivered as the result of Force Majeure. HillSouth will not be obligated to provide Service as the result of Force Majeure.

**27 Assignment:** Client may not assign its rights or obligations under the Agreement without prior written permission from HillSouth. The Agreement will apply to any permitted transferees or assignees. Client may not resell any Services under this Agreement without the express written consent of HillSouth.

**27.1** HillSouth may assign its obligations under the Agreement to any third party it deems necessary in order to ensure fulfillment of its obligations under this agreement, including, by way of example but not limitation, third party contractors or service providers. HillSouth reserves the right to assign its rights under the Agreement to any third party for any reason, including, by way of example but not limitation, third party collection companies for collective action. Assignment by HillSouth to any third party may be made with or without notice to Client.

**28 Notice:** all notices required or permitted to be given under the Agreement ("Notice") shall be given in writing. Any Notice shall be effective upon delivery or refusal to accept delivery.

**28.1** Any notice of Default, Cancellation, Periodic Notification or any Notice related to breach of this Agreement shall be made by either (1) certified mail, postage prepaid, return receipt or (2) by a commercial overnight courier that guarantees next day deliver and provides a signed receipt.

**28.2** If notice is provided to Client, such notice shall be delivered to the address listed on the Order.

**28.3** If notice is provided to HillSouth, such notice shall be delivered to:

HillSouth  
318 W Palmetto St  
Florence, SC 29501

**28.4** Either Party may at any time provide Notice of a new address to the other party where future Notice should be delivered.

**29 Headings:** Headings used in the Agreement are for purpose of reference only and have no meaning.

**30 Confidentiality:** All information of a confidential nature acquired by the Parties while performing this agreement shall be kept confidential. Each party and its agents will keep such information confidential and not disclose such information to third parties except as is necessary in order to perform the Agreement or as such disclosure is previously authorized in writing by the other party or as such disclosure is required by law.

**31 Acknowledgments:** Each party acknowledges that it has received and has had an adequate opportunity to read and study the Agreement, to consider it, to consult with attorneys if so desired.