

## SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**PSA**” or “**Agreement**”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“**Springbrook**”) and the entity identified in the Order Form or Statement of Work, together referred to as “**Parties**” and individually as “**Party**.”

Purchase or use of the Software (defined below) is subject to this PSA. This agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook agrees to provide to Customer.

### 1. SCOPE OF SERVICES.

1.1. Subject to this PSA, Springbrook will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “**Professional Services**”) as set forth in the applicable Statements of Work (each an “**SOW**”), attached hereto as Exhibit A, or Springbrook order forms executed by Springbrook and Customer (each an “**Order**”). Any such SOW or Order must reference this PSA or the master agreement to which this PSA is incorporated. For purposes of this PSA, “**Software**” means the Springbrook software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Springbrook or its authorized resale partner.

1.2. Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a “**Deliverable**”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be deemed part of and subject to this PSA.

1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer’s purchase or Springbrook’s performance of such Professional Service; and/or (ii) performed by Springbrook, its affiliates, partners or subcontractors acting within or outside of the United States.

### 2. ACCEPTANCE.

2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each SOW or Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a Deliverable within the mutually agreed timeframes established in the SOW project plan or schedule. Customer will provide Springbrook with written timely notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Springbrook in writing within twenty (20) business days after Springbrook’s submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Springbrook within twenty (20) days, the Professional Services will be deemed accepted. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria specified in the applicable SOW after its resubmission to Customer, Customer may terminate the relevant SOW immediately upon written notice.

3. **CHANGE MANAGEMENT PROCESS.** If Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW or Order, the party seeking the change will propose the applicable changes by written notice.

3.1. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "**Change Order**").

3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

3.3. In the event Customer requires significant changes to any SOW (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (defined below or as detailed in the SOW), Springbrook may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "**Supported Configuration**" means a configuration of the Software that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

#### 4. OWNERSHIP RIGHTS AND LICENSES

4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable SOW or Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Springbrook to develop the Deliverables.

4.2. Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

4.3. Deliverables are Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.

4.4. Processes & Know-How. Springbrook will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Springbrook in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

4.5. In the event any language conflicting with this Section 4 is added to any SOW, Order or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

## 5. COOPERATION

5.1. Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each SOW or Order Form; (ii) timely delivering any materials and other obligations required under each SOW or Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager for each SOW or a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.

5.2. Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates. If Customer cancels the Services or postpones or reschedules the Services with less than seven (7) days' notice to Springbrook, Springbrook may accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable.

## 6. PAYMENT TERMS.

6.1. Invoicing and Payment. Customer will pay Springbrook fees calculated in accordance with the terms set forth in the applicable SOW or Order Form. Springbrook will invoice Customer for the Professional Services fees as designated in the applicable SOW or Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.

6.2. Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3. Overdue Payments. If any amount owing by Customer under this PSA for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

6.4. Suspension of Professional Services. If any amount owing by Customer under this or any other agreement for Springbrook's Professional Services is thirty (30) days or more overdue, Springbrook may, without imitating its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

6.5. Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

## **7. WARRANTY & DISCLAIMERS.**

7.1. Warranty. Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. **DISCLAIMER**. Section 7 sets forth the sole an exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **9. TERM AND TERMINATION.**

9.1. Term. This PSA commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each SOW or Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable SOW or Order.

9.2. Once signed by both parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

9.3. Termination. This PSA will terminate automatically when any agreement to which this PSA is incorporated and/or all SOWs and Orders referencing this PSA are terminated or expired. Either party may terminate this PSA for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such

breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

## 10. CONFIDENTIALITY.

10.1. Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this PSA or an Order or SOW that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Springbrook regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

10.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

10.4. Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training and other reasonable business purposes not specific to Customer or its End Users.

## 11. Indemnification

11.1. Mutual Indemnification. Each Party (an “Indemnifying Party”) will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding (“Claim”) made or brought against the other party (“the Indemnified Party”) by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party intellectual property rights by the Professional Services as provided by the Indemnifying Party, or Indemnified Party’s use thereof when used as authorized under this Agreement, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party’s breach of this Agreement, SOWs, Order Forms or gross negligent acts or willful misconduct of the Indemnified Party.

11.2. Exclusive Remedy. This “Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this section.

**12. LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW OR ORDER, IN NO EVENT WILL SPRINGBROOK’S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW OR ORDER.

12.1. Exclusion of Damages. NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY SOW, CHANGE ORDR OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT SPRINGBROOK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

### 13. GENERAL

13.1. Notice. Except as otherwise specified in this PSA, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient’s normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer’s account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with

this Section 12.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable SOW or Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the above e-mail address.

13.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this PSA will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

13.4. Relationship of Parties. Springbrook's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

13.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.6. Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect.

13.7. Assignment. Customer may not assign or transfer this PSA or any SOW or Order hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Professional Services and Software to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

13.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

13.10. Dispute Resolution This Agreement is governed by the laws of the State of Oregon. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Multnomah County, Oregon. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

13.11. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Springbrook of Professional Services for Customer and the possible strategies which may be used by Springbrook to implement the Software to achieve the requirements identified by Customer. This PSA, together with mutually agreed-upon attachments that are incorporated by reference herein, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Customer Order or other order documentation, any SOW, or any CO will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW (including finalized Change Orders), the terms of the fully executed SOW will control with regard to the project described.

IN WITNESS WHEREOF, the parties hereto have executed this PSA as of the dates listed below.

**SPRINGBROOK**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)



**EXHIBIT A**

[SOW to be Inserted]