MASTER CONSULTING SERVICES AGREEMENT

THIS MASTER CONSULTING SERVICES AGREEMENT ("**Agreement**") is entered into effective as of _________________, 2019__ (the "**Effective Date**") by ___________________ , a ____________________________, as agent for itself and its Affiliates ("**Company**") and Force 5, Inc ("**Consultant**"), a S Coporation organized under the laws of the State of Florida, with a business address of 4350 SW 72nd Ave, Suite 119, Miami, FL 33155. Company and Consultant are hereafter collectively referred to as the "**Parties**" and individually as a "**Party**."

Each of the of the companies defined above as "Company" is acting individually, and shall have no liability to Consultant unless and until it (or its agent) issues a SOW or PO in accordance with the provisions of Section 1 below. Each SOW or PO is a separate contractual commitment by each Company entity, each of which is a separate legal entity, and only the entity by which the SOW or PO is issued shall have liability in accordance with the Services to be performed as described therein. No entity shall have any liability for any SOW or PO issued or signed by another entity.

1. **SERVICES AND PERFORMANCE SCHEDULE**.

A. During the Term of this Agreement, Consultant agrees to provide certain services to Company on an as-requested basis as set forth in a written statement of work ("**SOW**") agreed to and signed by the Parties in the format attached hereto as Exhibit A, which is incorporated herein by reference. All services to be provided by Consultant pursuant to this Agreement are referred to herein as the "**Services.**" Consultant represents that it is qualified and equipped to undertake the Services set forth in each SOW. Company may also issue a Purchase Order, Contract Order, or Contract (each, a "**PO**") for the Services for its administrative purposes, which PO shall incorporate this Agreement by reference and describe the Services to be performed. The Parties agree that this Agreement does not establish any commitment on the part of Company to purchase any specific amount of Services.

B. Services performed under this Agreement shall be undertaken in accordance with the schedule provided in the SOW, Consultant recognizing that time is of the essence with respect to its Services. Consultant acknowledges that in the electric utility industry it is frequently necessary for outage-related work to be rescheduled. Therefore, in accepting any SOW under this Agreement, Consultant acknowledges and agrees that certain outage-related Services may be rescheduled within a reasonable time of the specified dates and agrees to comply with any reasonably rescheduled Services without additional cost to Company.

2. **FEES AND EXPENSES.**

A. In consideration for the Services performed, Company agrees to pay the fees in the rate schedule attached hereto as Exhibit B (the "**Fees**") and incorporated herein by reference, or as otherwise provided in the SOW. The rates shall remain in effect without revision for a minimum period as set forth in Exhibit B. Further, any rates in effect at the time a SOW is accepted shall remain in effect until all Services to be performed under the SOW are completed. Should either Party desire to revise such rates after that time, such Party shall provide the other Party with a minimum sixty (60) days written notice of such desire.

Revisions may be made only by a written Amendment executed by both parties. Oral modifications to the rate schedule shall have no effect. Consultant shall be responsible for payment of all expenses incurred in the performance of the Services, unless otherwise agreed in the SOW, in which case expenses reasonably incurred in the performance of Services will be reimbursed in accordance with Company's Guidelines for Consultant Expense Reimbursement attached as Exhibit C and incorporated herein by reference, or as otherwise provided in the SOW.

B. Consultant shall submit invoices for all applicable Fees and expenses in accordance with the procedures set forth in the applicable SOW or, if no procedures are specified, at the end of each month. Each invoice shall reference the applicable PO or Contract number prior to such invoice being processing by Company and each PO or Contract must be invoiced separately. If Services are being performed on a time-and-materials basis, the invoice shall include a statement or be accompanied by time sheets showing each employee's name, classification, hours worked, and the applicable rate of compensation to Consultant. If any equipment has been used for which a charge applies, the invoice must also specify the equipment used, hours of usage and rate of reimbursement for use. Any tax paid on material or equipment must be shown separately from the sale or rental price of those items. Consultant's invoices shall also contain any additional supporting information and documentation pertaining to the Services as Company may request.

3. **DELIVERABLES.** The Parties understand and agree that Consultant provides commercially available software that Company has purchased and licensed separately under an End User License Agreement that governs the terms of that software, which is out of scope for this Agreement. For the purposes of this Agreement, "**Deliverables**" shall mean any and all non-licensed work product or materials to be created, written, developed, or delivered by or for Consultant to Company pursuant to any SOW, including without limitation: (i) all reports, writings, abstracts, summaries, drawings, flow charts, images, artwork, and documents; (ii) all non-licensed computer programs (both source code and object code), software, firmware, designs, application programs, operating systems, scripts, animation sequences, interfaces, programming code, applets, executables, objects, formats or page descriptions, data, databases, computer architecture or hierarchies, files, and utilities; (iii) all non-licensed supporting documentation for any of the foregoing, including input and output formats, listings, narrative descriptions, operating instructions and training documentation; and (iv) all tangible media upon which any of the foregoing are recorded, including, without limitation, disks, CDs, tapes, chips, or photographs. Deliverables with respect to each SOW shall be set forth in the applicable SOW. The timetable for delivery of the Deliverables and the acceptance procedures for the Deliverables shall also be set forth in the applicable SOW. Upon delivery of the Deliverables to Company, (a) Consultant shall provide Company with a full and complete copy of any and all applicable non-licensed source code, data, graphics, and files used to create the Deliverables or necessary for proper operation of the Deliverables and (b) Consultant shall indicate whether and to what extent the Deliverables contain any pre-existing third-party software or other works licensed by Consultant from third parties (the "**Pre-Existing Works**"). Consultant may incorporate Pre-Existing Works in Deliverables only under the condition that Consultant causes, at Consultant's sole expense, Company, its successors, and assigns, to have and obtain the perpetual, irrevocable, nonexclusive, worldwide, royalty-free, fully paid-up right and license to (x) use, copy, execute, reproduce, display, perform, distribute internally or externally, and prepare derivative works

based upon all such Pre-Existing Works and (y) authorize or sublicense others from time to time to do any or all of the foregoing.

4. **INSPECTION AND ACCEPTANCE**. Company shall have 30 days from the completion of the Services or delivery of the final Deliverable ("**Review Period**") to review and test as necessary the Services performed or the Deliverables prepared in accordance with the requirements of the applicable SOW. During performance of the Services and during the Review Period, Company shall have access to the Services and the Deliverables for inspection and evaluation purposes. If Company determines that the Services were not performed or the Deliverables were not created in accordance with the requirements of the applicable SOW, Company shall notify Consultant in writing of the discrepancies. The Consultant will review the Company written discrepancies, if agreed that they are discrepancies to the applicable SOW, Company and Consultant agree to work together for a period not to exceed 30 days thereafter to resolve the discrepancies. If Consultant does not agree that they are discrepancies and Company and the consultant cannot come to an agreement those written discrepancies can be resolved via arbitration. This right shall not prejudice any other rights Company may have under this Agreement or at law or in equity. Excluding any latent errors or omissions and subject to the warranty obligations set forth herein, any Services or Deliverables not rejected by Company as part of the final acceptance shall be deemed accepted for final payment. Company's inspection, acceptance, or rejection of the Services or the Deliverables shall not relieve Consultant of its obligation to comply with the terms of this Agreement.

5. **WARRANTY.** Consultant warrants that during the Services and thereafter during any Review Period and warranty period that: (a) it shall exercise the degree of skill and care required by a high level of accepted professional standards and that the Services and Deliverables provided will be performed, created, and supervised in a professional manner by qualified personnel; (b) the Services and Deliverables provided will conform to any applicable specifications set forth in the applicable SOW; (c) if the Services or Deliverables include the implementation of software, the Services and Deliverables provided shall not knowingly introduce or include any trojan horse, virus, disabling code, timer, clock, counter, or other limiting design or routine that causes the software or any other part of the Deliverables to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was intended; and (d) Consultant has the authority to enter into this Agreement and neither execution of this Agreement nor performance of the Services is prohibited, limited, or otherwise restricted in any way by any agreement to which Consultant is a party. The Consultant will use best effort to correct any Services and Deliverables provided that do not conform to any applicable specifications set forth in the applicable SOW on a mutually agreed to time table. If Consultant fails to commence and pursue corrective action in a reasonable period of time Company can pursue other legal remedies.

6. NON- LICENSED **INTELLECTUAL PROPERTY**.

A. All rights, title, and interests in and to the Deliverables and any and all intellectual property rights and other rights therein, including, without limitation, all trademark rights, patent rights, copyrights, and trade secret rights in the Deliverables, shall be owned by Company. Consultant will execute such documents, including agreements with its employees and subcontractors, as are necessary to effectuate Company's ownership of such rights in the Deliverables. All Deliverables shall be deemed "**works made for hire**" unless otherwise expressly stated in an applicable SOW. Consultant hereby assigns, agrees to assign, and upon creation of each Deliverable automatically assigns, to Company, its successors and assigns, all rights, title, and interests in such Deliverable and in all applicable United States and international copyrights, including all renewals, extensions, and continuations thereto, and all other intellectual property rights therein. This assignment is undertaken in part as a contingency against the possibility that the Deliverables, by operation of law, may not be considered works made for hire by Consultant for Company.

B. During the Term of this Agreement, Company may provide Consultant with technical data, information, and other data. All rights, title, and interests in and to the Company data will remain with Company or its suppliers.

C. Consultant shall be responsible for any discrepancies, errors or omissions in any Deliverables prepared by it, without regard to whether such documents have been reviewed or approved by Company. No such approval, review or lack of review shall be deemed an approval or acceptance by Company and shall not create any liability on the part of Company. Company's approval, either with or without comments or modification(s) of any Deliverables furnished by Consultant shall not relieve Consultant of any responsibility or liability imposed upon it by any provisions of this Agreement.

7. **PERSONNEL; WORK CONDITIONS AND COMPLIANCE WITH COMPANY POLICIES AND LAWS.**

A. Consultant shall assign properly licensed, qualified and competent supervision and personnel to perform the Services. Key personnel shall not be removed or replaced without prior consent of Company, which consent shall not be unreasonably withheld. Personnel provided by Consultant under this Agreement shall at all times remain the sole responsibility of said Consultant for purposes of personal and professional liability. Consultant is solely responsible for all aspects of the labor relations of its personnel, including but not limited to, wages, benefits, discipline, hiring, firing, promotions, pay raises, overtime and job and shift assignments. Company shall have no responsibility for or power over these areas. Consultant shall withhold from each employee's pay sufficient funds for federal, state, and local income taxes as required by applicable law, funds required by the Federal Insurance Contributions Act, and as may otherwise be required by applicable law. Consultant further agrees to defend, indemnify, and hold Company harmless from any claims, fines, and penalties based on any allegations that such withholdings were not made, or that such withholdings were inadequate. Consultant shall cooperate with Company to ensure the continuity of Consultant's personnel assigned to perform the Services by: (i) obtaining the prior written consent of Company before reassigning any management or supervisory personnel; (ii) replacing personnel with individuals who have at least substantially equivalent experience and qualifications; and (iii) for such reassigned personnel, providing, at no additional cost to Company, a minimum of a 15 day transition period in which the reassigned personnel will work with the replacement personnel. Consultant shall cooperate and coordinate with Company and others who are performing similar work. Consultant shall promptly report to Company any defects observed in the work of third parties not under the control of Consultant or its subcontractors, and any effects (or potential effects) of such defects on Consultant's Services. Failure to report such defects by third parties constitutes acceptance of the conditions by Consultant. Consultant shall be solely responsible to protect its own materials, tools, equipment, and the Services and Deliverables, including Company provided materials and equipment.

B. Consultant and its personnel (including subcontractors) involved in performance of the Services shall comply with all Company safety and security

C. Should Consultant or any of its employees, subcontractors, representatives, or any other similarly authorized third parties under the control of Consultant who will be providing equipment or services hereunder on behalf of such Consultant require or be permitted cyber access or unescorted physical access to Company's assets, which are classified as "**critical**" under NIST 800-53 and/or ISO 27001-2004 for Cyber Security or the regulatory requirements of the North American Electric Reliability Corporation ("**NERC**"), all such persons shall be required to meet certain pre-requisites prior to access to any such critical assets. In the event that Consultant (i) determines that any of the persons permitted access pursuant to this Section no longer require access or (ii) terminates the employment of any of the persons permitted access pursuant to the Section, Consultant shall notify Company within 24 hours of such determination or termination.

D. Consultant shall not, and shall not permit any subcontractor, employee, or other party to bring any firearm or weapon of any type upon any Site or other property owned or controlled by Company.

E. Consultant shall not permit or tolerate the introduction or use of intoxicating liquor, narcotic drugs, gambling, or gambling paraphernalia at any Company site or during the performance of any Services. Any employee, independent contractor, or agent of Consultant found engaging in such activities shall be removed and permanently barred from Company property, including any and all Company sites.

8. **CHANGES IN SERVICES.** Company or Consultant may request a change to any SOW, including modification of the Services or the Deliverables, by submitting such request in writing to the other Party (a "**Change Order**"). Change Orders shall become effective only when executed by authorized representatives of both Parties. All Change Orders must be executed by both Parties prior to commencement of the Change Order. If Consultant's Fees or schedule will be impacted by such Change Order, Consultant must notify Company of such impact prior to Company's execution of the Change Order. Additionally, in the event the parties cannot agree to the terms of the Change Order, or in the event of an emergency, Company may, at any time, provide Consultant with a written change directive to make changes in, additions to and omissions from the Services or the schedule, and Consultant shall promptly proceed with the performance of Services so changed. Claims for additional compensation or time for

performance must be itemized and supported with adequate documentation. Services performed outside the scope or schedule set forth in this Agreement which are not requested by a Change Order or written change directive may not form the basis of a claim for additional compensation or time. If an omission or a reduction in scope is made from the Services, a decrease in compensation shall be agreed to by both parties.

9. **TERMINATION.**

A. Company may terminate or suspend all or any portion of this Agreement or applicable SOW for cause after giving Consultant notice of any default if such default is not cured within 10 days following receipt of such notice. Upon suspension or termination of a SOW for cause, Company may pursue all rights and remedies available under law. For purposes of this Agreement, "**cause**" shall mean that a default in the performance of, or fails to perform, any of its material obligations under a SOW, including but not limited to commencing of or participation in any voluntary or involuntary case or matter relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or if Consultant is adjudicated a debtor or is declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state Laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a custodian, receiver, trustee or liquidator of Consultant, all or substantially all of the assets or business of Consultant, or of such Consultant's interest in the Agreement is appointed in any proceeding, or if Consultant fails to comply with applicable laws, rules, regulations or ordinances or any of Company's policies, procedures or standards.

B. Upon termination of a SOW, Consultant shall provide to Company all portions of any Deliverable created prior to such termination.

10. **INDEMNIFICATION.**

To the maximum extent permitted by applicable law, Consultant shall indemnify, defend and hold harmless Company (including its parent, subsidiary and affiliate companies), its officers, employees, agents, and any other party with an ownership interest in the premises, from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen in whole or in part:

(a) from acts or omissions of, or as a result of Services performed or omitted from being performed, or as a result of negligence by Consultant, its subcontractors or assignees and their agents or employees, which resulted in:

(1) injury (including mental or emotional) to or death of any person, including employees of Company (including its parent,

subsidiary and affiliate companies), or

(2) damage to or destruction of any property, real or personal, including without limitation property of Company (including its parent, subsidiary and affiliate companies) and its other contractors, Company's (including its parent, subsidiary and affiliate companies') employees, and fellow employees;

(b) out of injuries sustained and/or occupational diseases contracted by Consultant, its employees, Consultant's subcontractors or Consultant's assignee's employees, if any, of such a nature and arising under such circumstances as to create liability by Company (or its parent, subsidiary or affiliate companies) or Consultant under the Workers' Compensation Act, and all amendments thereto, of the state having jurisdiction, including all claims and causes of action of any character against Company (and its parent, subsidiary and affiliate companies) by any employee of Consultant, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or through them resulting from or in any manner growing out of such injuries or occupational diseases;

(c) from any breach of, act or omission related to or failure of Consultant to comply with the terms and obligations set forth under Section 10 (Confidentiality);

(d) from all third party claims due to Consultant's breach of the Agreement; and

(e) from demands, actions or disputes asserted by any subcontractors, employees or suppliers of Consultant.

Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement. Consultant waives all rights of recovery, including for contribution, against Company and its directors, officers, employees, affiliates and subcontractors, and joint owners of any facilities for any matters to which this Section may apply.

11. **COOPERATION**. The Parties shall reasonably cooperate in the performance of the Services, including without limitation, including without limitation, Consultant coordinating with Company and others who are performing work at or near the area of the Services and Company providing Consultant with timely access to relevant and available data and information of Company. Whenever requested by Company, Consultant shall promptly provide, in a format acceptable to Company, status reports containing detailed information related to the Services.

12. **INSURANCE.** Commencing with the performance of the Services hereunder, and continuing until the termination of the Agreement including during the performance of any warranty services, Consultant (and any tier subcontractors) shall maintain or cause to be maintained occurrence

form insurance policies as follows: (a) Workers' Compensation specific to the applicable statutory requirements for the Services to be performed; provided that Consultant (or its subcontractor(s)) must notify Company if it is exempt from the statutory Workers' Compensation requirements; (b) Employer's Liability Insurance of not less than $1,000,000 each accident/employee/disease; (c) Commercial General Liability Insurance having an available limit of at least $1,000,000 per occurrence/$2,000,000 in the aggregate for contractual liability, personal injury, bodily injury to or death of persons, and/or loss of use or damage to property, including but not limited to products and completed operations liability (which shall continue for at least three (3) years after completion), and premises and operations liability coverage (d) Commercial/Business Automobile Liability Insurance (including owned, non-owned or hired autos) having an available limit of at least $1,000,000 each accident for bodily injury, death, property damage, with any fellow employee exclusion removed, and contractual liability; (e) Umbrella/Excess Liability insurance with available limits of at least $1,000,000 per occurrence and follow form of the underlying Employer's Commercial General and Auto Liability insurance, and provide at least the same scope of coverages thereunder; (f) Professional Liability/Errors & Omissions (E&O) Insurance (claims-made form acceptable with reporting requirements of at least three (3) years after completion) with no resulting bodily injury or property damage exclusion with available limits of at least $1,000,000 each claim, and (g) if accessing Company PII, Cyber Risk/Privacy Data protection liability insurance covering claims arising from breaches of security; violation or infringement of any right privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of Company PII, transmission of a computer virus or other type of malicious code information security or data breaches, or misappropriation of data; with available limits of at least $1,000,000 each occurrence and in the aggregate. All insurance policies provided and maintained by Consultant and each subcontractor shall: (i) be underwritten by insurers which are rated A.M. Best "A- VII" or higher; (ii) specifically include Company and its directors, officers, employees, affiliates, subcontractors, and joint owners of any facilities as additional insureds, including for completed operations, with respect to Consultant's or its subcontractors' acts, omissions, services, products or operations, whether in whole or in part, excluding, however, for Worker's Compensation/Employer's Liability, E&O, and, if applicable, Cyber Risk/Privacy Data insurance; (iii) be endorsed to provide, where permitted by law, waiver of any rights of subrogation against Company and its directors, officers, employees, affiliates and subcontractors, and joint owners of any facilities; (iv) provide that such policies and additional insured provisions are primary with respect to the acts, omissions, services, products or operations of Consultant or its subcontractors, whether in whole or in part, and without right of contribution from any other insurance, self-insurance or coverage available to Company and its affiliates; and (v) contain a standard cross liability clause and separation of insured and severability of interest provisions except with respect to the limits of the insurer's liability. Any deductibles or retentions shall be the sole responsibility of Consultant and its subcontractors. Evidence of such coverage shall be provided via Consultant's certificate of insurance furnished to Company prior to the start of Services, upon any policy replacement or renewal and upon Company's request. All insurance policies shall provide that the insurer will provide at least thirty (30) days' written notice to Consultant, who in turn shall provide at least thirty (30) days' written notice to Company prior to cancellation or non-renewal of any policy (or ten (10) days' notice in the case of non-payment of premium). Consultant's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of Consultant's liability or otherwise affect Consultant's indemnification obligations pursuant to this Agreement. Any failure to comply with all of these provisions shall permit Company to suspend all Services until compliance is achieved. The failure by Consultant to provide any or accurate certificates of insurance, or Company to insist upon any or accurate certificates of insurance, shall not be deemed a waiver of any rights of Company under this Agreement or with respect to any insurance coverage required hereunder. If there is a claim related to the Services under this Agreement, Consultant or its applicable subcontractors shall, upon Company's request, provide a copy of any or all of its required insurance policies, including endorsements in which Company is included as an additional insured.

14. **WAIVER OF CONSEQUENTIAL DAMAGES.** Excluding Consultant's indemnity obligations set forth herein and excluding any liability under Section 10, neither Party shall be liable to the other Party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits) ("Consequential Damages") arising in connection with this Agreement unless such Consequential Damages are due in whole or in part to either Party's misrepresentation; fraud; willful, wanton, or reckless act or omission; or any other intentional conduct of either Party. Any statutory damage award under the Copyright Act or any increased damage award under the Lanham Act or Patent Act shall not be considered as "punitive" damages under this Section.

15. **FORCE MAJEURE.** Force Majeure shall mean: (a) war, riots, insurrection, rebellion, floods, hurricanes, tornadoes, earthquakes, extreme and unanticipated weather conditions, and other natural calamities; (b) acts or inaction of any government authority which directly impact the Services; (c) explosions or fires arising from lightning or other natural causes unrelated to acts or omissions of the Party; or (d) delays in obtaining goods or services from any subcontractor caused solely by the occurrence of any of the events described in the immediately preceding subparts (a) through (c). Such acts, events or conditions listed in (a) through (d) above shall only be deemed a Force Majeure to the extent they: (i) directly impact the Services and are beyond the reasonable control of the Party claiming a delay, (ii) are not the result of the willful misconduct or negligent act or omission of such Party claiming a delay (or any person over whom that Party has control), (iii) are not an act, event or condition, the risk or consequence of which such Party has expressly assumed under the Agreement, and (iv) cannot be cured, remedied, avoided, offset, or otherwise overcome by the prompt exercise of reasonable diligence by the Party (or any person over whom that Party has control). Any delays in performance by Company or Consultant shall not constitute a default hereunder if and to the extent such delays of performance are caused by a Force Majeure event. The scheduled completion date shall be adjusted to account for any Force Majeure delay. The affected Party shall exercise all reasonable efforts to overcome and mitigate the effects of any force majeure event at its own cost.

16. **INDEPENDENT CONTRACTOR STATUS.** Consultant and Company acknowledge and agree that the relationship between Consultant and Company hereunder shall be that of independent contractor, and nothing contained herein shall be construed or interpreted as creating any other relationship between the Parties, including without limitation employer/employee, principal/agent, partnership or joint venture. The Fees shall include, and Consultant shall be responsible for the payment to its employees of, all compensation, taxes, assessments for unemployment insurance, social security and disability benefits, and other fees, benefits (including health and retirement) and taxes which are based upon the compensation paid to persons employed by Consultant or its subcontractors for the performance of any Services. Consultant agrees to indemnify, defend, and hold Company harmless from all claims, liabilities, or expenses related to such compensation.

17. **LIENS.** Unless otherwise prohibited by law, Consultant shall not file or permit to be filed any lien with respect to the Services or the Deliverables and hereby expressly waives any right to file or cause to be filed a lien. Consultant, in its subcontracts, shall require all subcontractors to expressly waive the right to file any liens against Company's property and, if requested, provide Company with copies of such waivers. Consultant shall indemnify, defend at its expense, and hold harmless Company from and against any liability or damages, including attorneys' fees, resulting from any liens or any breach of this Section.

18. **LAW**.

A. The laws of the State of Florida shall govern this Agreement, except that the Florida conflict of law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

B. Notice of any claim by Consultant shall be made in writing to Company within five (5) calendar days after the first day of the event giving rise to such claim or Consultant shall be deemed to have waived the claim. Written documentation and supporting data shall be submitted to Company within thirty (30) calendar days after the occurrence of the event giving rise to the claim, unless Company grants additional time in writing. Consultant shall proceed diligently with the performance of the Services, as directed by Company, regardless of any pending claim or dispute. The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "**Disputes**") promptly by negotiation between executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A Party may give the other Party written notice of a Dispute which has not been resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party's initial notice, then either Party may initiate litigation. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation. Venue for any such action shall lie exclusively in the appropriate state or federal courts in and for the State of Florida. Consultant and Company agree to relinquish and waive their rights to a trial by jury in any action brought hereunder.

19. **AFFILIATED COMPANIES.** Company's affiliates and subsidiaries may issue SOWs. Provided, however, each of Company's affiliates and subsidiaries shall be separately liable for the obligations and liabilities of such entity and shall not be jointly or severally liable for the obligations of the other. Any indemnification of Company and any limitation of Company's liability shall apply to the same extent to Company's directors, officers, members, employees, agents, subsidiaries and affiliated companies, and the directors, officers, members, employees, and agents thereof.

20. **ASSIGNMENT AND SUBCONTRACTING.** Consultant shall not subcontract, assign, or otherwise transfer this Agreement or any obligation hereunder without the prior written consent of Company, which shall not be unreasonably withheld. Consultant will remain fully responsible for the performance of any subcontracted or assigned Services. Company may assign this Agreement to an affiliate or to a third party providing administrative or management support services to Company.

21. **NOTICES.** Each Party shall designate a representative for the receipt of notices in the PO or SOW. All notices required to be given under this Agreement shall be in writing and delivered by fax, personal delivery, email, or U.S. mail using the contact information set forth in this Agreement. Notices shall be effective upon receipt or such later date specified in the notice. A Party may change the contact information or the designated representative by notifying the other Party of such change in accordance with the notice procedures in this Section.

23. **AMENDMENTS; ORDER OF PRECEDENCE.** Any modification or amendment of any provision of this Agreement must be made in writing and signed by an authorized representative of each Party The "Agreement" shall mean and shall consist of the following documents, listed in their order of priority in the event of a conflict: (a) any Amendment or Change Order signed by both Parties, (b) either the Purchase Order or SOW issued to Consultant, as applicable; (c) the terms of this document; (d) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement. Additional or different terms contained in Consultant's proposal forms, Consultant's acceptance forms or any order confirmation, quotation, invoice or other documents exchanged between the Parties shall not become a part of this Agreement unless expressly agreed to in writing as an amendment to this Agreement and signed by an authorized purchasing agent of Company.

24. **NONWAIVER.** The failure of either Party in any one or more instances to insist upon performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in full force and effect as if no waiver had occurred.

25. **SEVERABILITY.** Should any provision of this Agreement or part hereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

26. **SURVIVAL.** Those provisions that would require survival in order to give them full force and effect, including without limitation Sections 5, 6, 10, 11, 12, 15, 18, 20, and 27, shall survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination, and shall remain in full force and effect.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations, or agreements by the Parties with respect to the subject matter hereof are

superseded hereby. Each Party to this Agreement and its counsel have participated in the creation of it. As such, the Parties agree that the normal rule of construction to the effect that ambiguities to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

29. **COMPLIANCE WITH REGULATORY CODE OF CONDUCT**. Consultant acknowledges that Consultant may be given access to or otherwise become aware of certain operational information of Company, the disclosure of which to other departments or affiliates of Company is prohibited by federal law. Such operational information includes, but is not limited to (a) planned outage schedules, (b) events of forced outages and generator derating, (c) construction schedules, (d) operational practices at Company's generating stations, and (e) transmission system operation and planning data. Consultant shall, and shall require its subcontractors to (i) maintain the strict confidentiality of such operational information, and (ii) not share such operational and planning information with any third parties, including any other departments or affiliated entities of Company, without the prior written consent of Company, which shall be granted in Company's sole discretion.

30. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by electronic, facsimile signature or photocopy signature, e.g., .pdf executed document, shall be deemed to be, and shall have the same effect as, execution by original signature. Further, Company and Consultant acknowledge that SOWs and POs and any amendments to this Agreement requiring signatures may also be transmitted electronically and that the electronic transmittal of original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"CONSULTANT" ______________________________		**"COMPANY"** ______________________________
By:		By:
Print:		Print:
Title:		Title:

Address:		Address:
Date:		Date:

FORCE5 Inc

EXHIBIT A

STATEMENT OF WORK

This **STATEMENT OF WORK** ("**SOW**" or "**Statement of Work**") No. ____________ is issued pursuant to the Master Services Agreement, effective ________________, _____, between ____ ("**Consultant**") and **COMPANY BUSINESS SERVICES LLC** ("**Company**"). The specific terms which will apply to this request are described below:

I. SERVICES DESCRIPTION AND OBJECTIVES:

II. DELIVERABLES (major, interim, and final)

A. Type of Deliverables (may include written documents or events)
B. Scope of Deliverables
C. Key milestones and related interim Deliverables

III. MAJOR ACTIVITIES AND TIMELINE ("**Term**" of the SOW):
Commencement Date:
Completion Date:

IV. ACCEPTANCE PROCEDURE (if applicable):

V. INFORMATION/FACILITIES/RESPONSIBILITIES TO BE FURNISHED BY COMPANY:

VI. OTHER REQUIREMENTS OR SPECIAL CONDITIONS (if applicable):

VII. TERMS OF PAYMENT. (If milestone payments or other conditions related to payments will be made, they should be listed here,) (Note: Milestone payments can be defined for cost reimbursable work by stating milestone conditions when Consultant will be allowed to invoice for its work. If this method is used, Consultant should be required to submit periodic cost reports for budget tracking).

VIII. PRINCIPAL REPRESENTATIVES

Company Consultant

Name:	______________________	Name:	______________________
Address:	______________________	Address:	______________________
	______________________		______________________
	______________________		______________________
Phone:	______________________	Phone:	______________________
Fax:	______________________	Fax:	______________________
Email:	______________________	Email:	______________________

IX. OTHER CONSULTANT PARTICIPANTS

COMPANY BUSINESS SERVICES LLC

By:______________________________

Title:____________________________

Date:____________________________

CONSULTANT

By:______________________________

Title:____________________________

Date:____________________________

EXHIBIT B

FEES

Professional Services Price List			
Worker Type	Cost Per Hour Business Hours *#	Cost Per Hour After Business Hours **#	Cost Per After Hour Weekends and Force 5 Holidays ***#
Service Tech*	$ 96	$ 144	$ 192
Services Tech Helper*	$ 60	$ 90	$ 120
Gatekeeper Supervisor*	$ 175	$ 263	$ 350
Gatekeeper Install Tech*	$ 150	$ 225	$ 300
Gatekeeper Install Tech Helper*	$ 96	$ 144	$ 192
Gatekeeper Consultant*	$ 250	$ 375	$ 500
Gatekeeper Developer*	$ 200	$ 300	$ 400
Gatekeeper Project Manager*	$ 175	$ 263	$ 350
Onsite Facilitator for PEB*	$ 75	$ 113	$ 150
Onsite Training Class (3 hours, 10 Student Max) *	$ 1,000	N/A	N/A

* Business hours 8am-5pm EST
** Time and Half after business hours
*** Double time on weekends and Force 5 Holidays.

Escalation Clause: Labor rates are tied to the Employment Cost Index and could be increased by the maximum % of that index. The update occurs January 1st of each year.

Does not include Travel Expenses.

Travel Time = to Labor Rate per hour round up to the nearest 1/4 hour, Plus IRS Mileage Allowance, Hotel Actual, $65 PER DAY PER PERSON PER DIEM

If additional materials, services or rentals are needed they will be uplifted plus 20% and will not apply to the Annual Discount on Force 5, Inc. Content Tiers.

EXHIBIT C

Guidelines for Consultant Expense Reimbursement

Travel expenses

Reasonable, actual, and customary travel expenses will be reimbursed by Company upon submission of an itemized list of expenses and associated receipts. Company reserves the right to refuse payment of any expenses deemed unreasonable or inappropriate by the Company approver.

Reasonable expenses include:

- Coach class domestic airfare and business class international airfare

- Consultant employees will be required to utilize non-refundable/penalty airfares for business travel on the project to ensure maximum airfare savings to Company. Therefore, Consultant employees should plan their travel in advance and use caution to avoid changes which could result in penalty fees. The following process for airline ticket issuance will be utilized to ensure compliance with airline ticketing rules and regulations:

  Unless otherwise agreed, for consecutive week engagements on behalf of Company, Consultant employees will purchase a one-way, refundable coach ticket to project location to begin travel process. Subsequent tickets will be roundtrip, non-refundable, 14-day advanced notice, Saturday-night stayover tickets for travel to Consultant employees' home location. At the end of the project work, Consultant employees will purchase a one-way, refundable coach ticket to return from project location to home location**.**

  Any Consultant rebates or commissions received on airline tickets must be netted against the gross ticket price. Only the net ticket price should be billed to Company.

- Per night hotel rates at a business class hotel.

- Meals at reasonable and actual cost within the range of the then current domestic per diem rates set by the U.S. Government.

- Transportation to and from airports. Transportation should be shared if multiple people are traveling together. If a rental car is the most cost-effective alternative to airport transportation (i.e. taxis, shuttles), Company will reimburse the cost of the most economical car consistent with the requirements of the trip. No luxury vehicle costs will be reimbursed.

- Mileage for use of personal vehicle at the effective IRS rate per mile.

- Business meals, will require information on attendees and companies represented.

- Reasonable gratuities.

Expenses which will not be reimbursed include:

- Commuting travel between Consultant employees' home and their company office.
- "Miscellaneous" or "other" charges submitted without proper receipts and explanations.
- Entertainment.

Other Expenses

From time to time, expenses that are not travel-related may be incurred. Significant expenses will require Company's prior written consent or Company will not accept responsibility of the reimbursement of the same. Receipts and descriptions of these expenses are also required. Company reserves the right to refuse payment of any expenses deemed unreasonable or inappropriate by the Company approver.

Examples of this type expense might be:

- Messenger services.
- Copying Services.
- Long distance phone calls on other than Company Business.
- Computerized research.