



# MASTER SERVICES AGREEMENT



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## MASTER SERVICES AGREEMENT

THIS Master Services Agreement ("AGREEMENT") is made as of **19<sup>th</sup> day of May, 2016** ("the Effective Date") by and between **Mindlance Inc.**, a New Jersey corporation, Tax ID# **22-3688948**, with its principal place of business at **80 River Street, Fourth Floor, Hoboken, NJ 07030** (hereinafter sometimes referred to as "ML"), and **Adaequare Inc.** with Tax ID# **54-2047518** with its principal place of business at **4451, Brookfield Corporate Drive, Suite 108, Chantilly, Virginia 20151** (hereinafter sometimes referred to as "CONTRACTOR").

WHEREAS, ML is in the business of software development, consulting, and staff augmentation;

WHEREAS, ML is now and has been in the past engaged in business as a consultant to industry in various fields;

WHEREAS, ML from time to time has had on occasion subcontract some of its assignments;

WHEREAS, CONTRACTOR is now, and has for some time been, engaged in contracting assignments of a similar nature and is capable of performing the services required; and

NOW, THEREFORE, in consideration of the promises of the PARTIES contained herein, the mutual Parties agree as follow:

### **ARTICLE 1. SERVICES TO BE PERFORMED BY CONTRACTOR**

#### **1.01 Services**

- (a) The CONTRACTOR will provide ML with the services of certain CONSULTANT(s) (the "CONSULTANT(s)") specified in the Work Order set forth *Appendix 1* (the "Services") to this Agreement and incorporated by reference herein, subject to the terms and conditions specified in this Agreement. The Work Order will at a minimum state (i) a description/job title of the Services; (ii) the time schedule for such Services; and (iii) the fees to be paid for the Services, (iv) the location such services will be performed and (v) the name of ML's Client, if applicable. ML and CONTRACTOR agree that there may be multiple Work Orders entered into during the term of this Agreement, with the first Work Order being numbered "A-1", and each subsequent Work Order being numbered in the following manner: A-2, A-3.
- (b) CONTRACTOR agrees that this Agreement is integrally related to and provided in connection with ML's Services Agreements that it may enter into from time to time with its clients (the "ML's Clients"), which underlying contracts are referred to herein as the "Master Client Contract". CONTRACTOR agrees that any amendment, modification, termination or abandonment of the Master Client Contract shall result in a corresponding amendment, modification, termination or abandonment of this Agreement or the Work Order, as applicable. ML agrees to provide immediate written notice to CONTRACTOR of any such action related to the Master Client Contract.

#### **1.02 CONSULTANT(s)**

- (a) CONTRACTOR shall provide qualified CONSULTANT(s) who possess the training, skills and expertise necessary to perform the Services required by ML or ML's Client. CONSULTANT(s) shall satisfactorily perform the services in a competent and professional manner.
- (b) CONTRACTOR shall ensure that each CONSULTANT has entered into a Non-compete, Non-solicitation and Confidentiality agreement in the form attached as *Appendix 2* to this Agreement, and incorporated by reference herein. CONTRACTOR shall forward such signed agreements prior to the commencement of services by any CONSULTANT. Nevertheless the Client may require the CONTRACTOR/CONSULTANT to sign additional Agreements.
- (c) CONSULTANT(s) shall not be employees of ML, and, CONTRACTOR shall be completely and solely responsible for compliance with all labor laws and payment and withholding of all taxes related to such CONSULTANT(s).
- (d) CONTRACTOR shall be responsible for providing any necessary insurance and benefits coverage for its CONSULTANT(s).



- (e) CONTRACTOR acknowledges that the CONSULTANT is their employee and proof of the same would be provided through the attached ***Work Authorization Document*** to this Agreement. Further, CONTRACTOR ensures the CONSULTANT agrees to perform his services diligently and to use his/her best efforts to meet the needs and requirements of ML's Client, to promote the image of ML, and to increase the good reputation which ML enjoys.
- (f) CONTRACTOR represents and warrants to ML that in entering into and carrying out the provisions of this agreement, CONSULTANT and CONTRACTOR shall not be violating any contract agreements, or any other obligation which CONTRACTOR & CONSULTANT may have with any other party. In any event, CONTRACTOR shall indemnify, save and hold harmless ML from any liability, costs or expenses (including attorneys' fees), incurred by ML due to claims asserted against it resulting from CONTRACTOR and/or CONSULTANT, violating any contract, agreement, or any other obligation of CONTRACTOR and/or CONSULTANT to or with another party or entity.

## ARTICLE 2. COMPENSATION (TIMESHEET, INVOICE, PAYMENT AND EXPENSES)

**2.01 Timesheets:** CONTRACTOR is required to present to ML a verified weekly time sheet. Verification of the number of hours of consulting services provided shall be accomplished by means of the signature approval of an authorized representative of ML's Client or screen snapshot of approved hours if using a ML's Client electronic system. These weekly timesheets should be emailed to [timesheets@mindlance.com](mailto:timesheets@mindlance.com).

**2.02 Invoices:** CONTRACTOR shall invoice ML for payments outlined in ***Appendix 1*** on a monthly basis. The invoices shall be for remuneration for the number of hours of consulting services rendered by CONSULTANT to ML's Client during the period that was substantiated by verification on the corresponding time sheets pursuant to Section 2.01 herein. CONTRACTOR's invoices shall have attached thereto a copy of the said verified time sheets or snapshot of approved hours if using a ML's Client electronic system. All invoices need to be emailed to [accountspayable@mindlance.com](mailto:accountspayable@mindlance.com).

**2.03 Payment:** ML shall make payment to CONTRACTOR for the amount of the invoice within (Net) 45 days or within 5 business days of receipt of funds from ML's Client, ***whichever is later***, from the date of receipt of its undisputed invoice. CONTRACTOR agrees that payment of services is contingent upon ML receiving a completed and client-approved verification of hours and services rendered to ML's Client.

- (a) **Early Payment Discount:** ML reserves the right to make payments within 10 days of receipt of invoice and take a 2% early payment discount.
- (b) ML shall be relieved from the payment of any invoice received greater than sixty (60) days after the performance of the services. CONTRACTOR's failure to timely invoice as set forth herein shall constitute a waiver of any and all rights CONTRACTOR may have to compensation hereunder or at law for such services, charges, or fees.
- (c) CONTRACTOR agrees to provide guarantee of its CONSULTANT for a period of 10 business days from the date of beginning of work. During this period if the CONSULATNT leaves or their assignment is terminated for any reason, then neither ML nor its Client will be responsible for payments to the CONTRACTOR for the days that the CONSULTANT has worked. In addition, neither ML nor its Client will be responsible for paying additional expenses incurred by the CONTRACTOR to have its CONSULTANT begin work for ML. This includes but is not limited to expenses such as accommodation expenses, travel expenses, board and lodging and also opportunity costs incurred by CONTRACTOR.

**2.04 Expenses:** All reasonable out-of-pocket expenses incurred by CONTRACTOR in connection with the Services, including reasonable transportation, lodging and meals, unless re-billable to ML's Client, are CONTRACTOR's responsibility. Re-billable expenses will adhere to policies established by ML with ML's Client. Each expense CONSULTANT incurs must be approved by ML's Client in advance. Only expenses actually incurred by CONSULTANT and approved by ML's Client shall be reimbursed to CONTRACTOR. All approved expenses will be reimbursed at cost (as actually incurred), without mark-up. In order to be reimbursed, all such expenses will be incurred in accordance with Client's expense policies and CONTRACTOR must provide copies of



receipts for submitted expenses. ML shall pay CONTRACTOR within 10 business days of receipt of funds from Client.

### **ARTICLE 3. PROHIBITED ACTIVITIES**

In consideration of ML entering into this Agreement and the parties each recognizing the unique character and nature of the services to be rendered by CONTRACTOR and the nature of the relationship which must be established with the CLIENT, CONTRACTOR agrees that CONTRACTOR shall not directly, or indirectly through any affiliate, subsidiary or entity owned or controlled by owners, officers or directors of CONTRACTOR, individually or as an employee, partner, officer, director, stockholder or in any other capacity whatsoever of any person, firm, partnership or corporation in any way, without the written consent of ML, perform or engage in the activities or services listed below:

- (a) Solicit or contract with any Client specified on a Work Order issued to the CONTRACTOR to provide professional services similar to the service provided by ML.
- (b) Solicit or contract with any prospective client or any project that ML is seeking in its area of core business or otherwise solicit, interfere with or endeavor to entice away from ML any project awarded to ML for whom CONTRACTOR provided services or was otherwise introduced to by ML.
- (c) Influencing or attempting to influence ML's Client to transfer its business or patronage from ML to any other company or person.
- (d) Disclosing to any individual entity the names, addresses or requirements of, or other confidential or proprietary information, or trade secrets relating to ML's Client, the prices charged to ML's Client or the practices used in servicing ML's Client.
- (e) In any other manner interfering with, disrupting or attempting to disrupt the relationship, contractual or otherwise, between ML and ML's Client.
- (f) The CONSULTANT or CONTRACTOR will not for any reason tender their notice of resignation to ML's Client. If CONSULTANT decides to tender their resignation, then that resignation must be given to the appropriate ML representative.

The prohibited activities clause will remain in effect during the term of this Agreement, and for a period of 12 Months after termination of this Agreement whether voluntarily or involuntarily. ML and CONTRACTOR agree that a breach of this provision would result in substantial monetary damages and irreparable harm to ML. In addition to any other remedies at law or in equity it may have, ML shall be entitled to seek equitable relief, including injunctive relief and specific performance, in connection with a breach of the provisions of this Agreement. This provision may be waived only on a case-by-case basis in writing by an executive officer of ML, in its sole discretion, prior to the CONTRACTOR taking action for which the waiver is sought.

### **ARTICLE 4. NON – SOLICITATION**

During the term of this Agreement and for One (1) year thereafter, Either Party will not directly or indirectly: (i) employ, hire or cause to be employed or hired, any person who is then employed by Other Party or was so employed within twelve (12) months prior thereto; or (ii) cause, invite, solicit, entice or induce any such person to terminate their employment with Other Party.

Without limiting any other rights ML's Client may have, Client may (without any obligation or liability to ML or ML's CONTRACTOR) solicit or hire any CONSULTANT/individual who has been assigned by CONTRACTOR to provide services to Client under a Work Order at any time period commencing as of the date such CONSULTANT/individual was initially assigned. CONTRACTOR agrees to release ML and ML's Client from any obligations or Liabilities arising there from in the event of any such hiring by ML's Client. CONTRACTOR further agrees to include such provisions in its agreements with its CONSULTANTS/individuals as may be necessary to enable ML's Client to exercise the rights provided under this Section without any obligation or liability (under any theory of law) to such CONSULTANTS/Individuals.

For the purposes of this Section, the advertisement of employment opportunities by a Party in any public forum (including magazines, trade journals, publicly accessible internet sites, classified advertisements, or job fairs open



to the public) shall not be considered "solicitation", and the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this Agreement.

## **ARTICLE 5. PROPRIETARY RIGHTS**

### **5.01 Confidentiality**

- (a) During the term of this Agreement and for a period of five (5) years thereafter CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's CONSULTANT shall maintain in strict confidence, and agree not to use or disclose except as expressly authorized in writing by ML, Confidential Business Information that CONTRACTOR or its employees receive from ML, ML's affiliates, or any ML's clients or CONTRACTORs in connection with the services performed hereunder. For this purpose "Confidential Business Information" means all non-public information of a sensitive nature, competitive or otherwise, concerning ML, ML's affiliates and all clients of ML, including any non-public information (whether in writing or retained as mental impressions) concerning technology, systems and methods, research and development; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; and personnel.
- (b) During the term of this Agreement and indefinitely thereafter with respect to Trade Secrets, CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees shall maintain in strict confidence, and agree not to use or disclose except as authorized expressly authorized in writing by ML, Trade Secrets as hereafter defined. For this purpose "Trade Secrets" means information owned or possessed by ML, ML's affiliates, ML's clients or ML's agents or CONTRACTORs, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which:
  - i. derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and
  - ii. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- (c) To the extent ML may determine, the confidentiality provisions in this Article apply to and shall protect the confidentiality of information provided to ML by third parties.
- (d) Confidential Information and Trade Secrets do not include information:
  - i. that is or becomes part of the public domain through no fault of CONTRACTOR or CONTRACTOR's employees; and
  - ii. that was known to CONTRACTOR prior to its receipt from ML as evidenced by its written records.
- (e) Notwithstanding the foregoing restrictions, CONTRACTOR may use and disclose Confidential Business Information or Trade Secrets to the extent required by an order of any court or other governmental authority, but only after ML has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- (f) CONTRACTOR acknowledges that disclosure of any Confidential Information by it or its employees will give rise to irreparable injury to ML or the owner of such information, inadequately compensable in damages. Accordingly, ML or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. CONTRACTOR further acknowledges and agrees that the covenants contained herein are necessary for the protection of ML's legitimate business interests and are reasonable in scope and content.
- (g) CONTRACTOR shall not make or permit to be made any copy of the Confidential Information. Should any copy of the Confidential Information be lost, damaged or destroyed while in the possession of the CONTRACTOR, the CONTRACTOR shall notify ML and provide a written summary of the



circumstances under which the Confidential Information was lost, damaged or destroyed. Promptly upon receipt of written notice of a decision by the other party not to pursue the proposed business relationship and at any other time requested by ML, CONTRACTOR (i) return to ML all documents, magnetic media and other materials embodying Confidential Information, (ii) upon request, permit ML to have access to its premises during normal business hours to remove all such materials which are in its control or possession, or (iii) upon request, destroy all such materials which are in its control or possession. Upon the return or destruction of the Confidential Information, CONTRACTOR shall deliver to ML a certificate of an Executive Officer that all such materials have been returned or destroyed.

#### **5.02 Rights in Work Product**

- (a) ML or ML's Client shall have exclusive, unlimited title Right and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with all productive output created by CONTRACTOR's employees during the course of performing Services for ML or ML's Client including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information, that relates to the past, present or future business of ML or ML's Client, regardless of whether such productive output was created after normal working hours, away from ML's or ML's Client premises, on an unsupervised basis, alone, or with others ("Work Product"). ML or ML's Client shall have the sole right to obtain and to hold in its own name copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Work Product, and any extensions and renewals thereof. All such Work Product made in the course of the services rendered hereunder shall, to the extent possible, be deemed "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). CONTRACTOR hereby expressly disclaims any interest in any and all Work Product. To the extent that any work performed by CONTRACTOR is found as a matter of law not to be a "work made for hire" under the Act, CONTRACTOR hereby assigns to ML or ML's Client the sole right, title and interest in and to all such Work Product, and all copies of them, without further consideration. For purposes of assignment of CONTRACTOR's copyright in such Work Product CONTRACTOR hereby appoints ML or ML's Client as its attorney-in-fact for the purpose of executing any and all documents relating to such assignment.
- (b) Neither CONTRACTOR nor its employees will copyright, patent, trademark, designate as its trade secret, use, sell or distribute any Work Product.
- (c) CONTRACTOR shall give ML or ML's Client and any person designated by ML or ML's Client, at ML's or ML's Client expense, such reasonable assistance as may be required including, but not limited to, execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment in the United States and any foreign country.
- (d) CONTRACTOR shall immediately upon the effective date of termination of each Work Order turn over to ML all material developed pursuant to that Statement including, but not limited to, working papers, narrative descriptions, reports and data including all copies of such materials.

#### **5.03 Advertising:** CONTRACTOR may not use ML's or ML's Client name, or refer to ML or ML's Clients directly or indirectly in any website, advertisement, news release or release to any professional or trade publication without ML's prior written approval.

### **ARTICLE 6. TERM AND TERMINATION**

#### **6.01 Master Services Agreement**

This "Master Services Agreement" shall commence as of the Effective Date designated above, and shall continue in effect unless superseded or otherwise terminated by either party upon 30 days' notice. For the avoidance of doubt, the termination of the Master Agreement shall not result in the termination of any previously-issued Work Order, each such Work Order being terminable only in accordance with its own provisions or pursuant to **Section 6.02 (Work Orders)** hereof.



- (a) **Termination for material breach:** ML shall have the right to terminate this Agreement upon breach of a material provision thereof by CONTRACTOR. Such termination shall become effective upon ML sending written notice to CONTRACTOR specifying the breach, and the failure of CONTRACTOR to demonstrate, to the commercially reasonable satisfaction of ML, that CONTRACTOR has cured such breach within ten (10) calendar days of the sending of notice. The divulgence of any information suitably marked by ML as "Confidential Information" to a third party without ML's prior written consent shall be considered a material breach of this agreement.
- (b) **Other Termination:** ML may terminate this Agreement immediately if CONTRACTOR (i) becomes insolvent, (ii) makes a general assignment for the benefit of creditors, (iii) suffers or permits appointment of a receiver for its business or assets, (iv) become subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or (v) if liquidated, voluntarily or otherwise.
- (c) **Termination upon Convenience:** Either party for convenience may terminate this agreement by providing the other party with no less than 30 days' written notice.

## **6.02 Work Orders**

Each duly executed Work Order shall commence as of the Start Date designated thereon, and shall continue in effect thereafter until the earliest of: (i) the expiration date designated thereon (if any), (ii) the date the Services have been satisfactorily completed or the Deliverables have been accepted by ML or ML's Client (if any), or (iii) the date of termination specified by either Party in accordance with the following conditions.

- (a) **Termination by Client:** ML reserves the right to terminate or abandon any or all Work Orders with or without cause whatsoever, at any time in its sole discretion before the term specified in any or all Work Orders, in the event ML's Client terminates or abandons the Master Client Contract in whole or in part where ML Client's no longer requires such Services from CONSULTANT of CONTRACTOR, at any time and for any reason whatsoever.

If ML terminates any or all Work Orders under this provision, then in that event ML shall be obligated , to pay CONTRACTOR its remuneration hereunder as per Article 2 of this Agreement for all the approved timesheet by ML's client prior to the effective date of the termination. If any or all Work Orders is terminated by ML in response to CONTRACTOR's breach of a material obligation, then ML will be relieved from any obligation to pay CONTRACTOR for Services ML is unable to utilize completely and effectively as a result of CONTRACTOR's breach.

For the avoidance of doubt, notice of termination for any Work Order shall not be construed to be notice of termination for any other Work Order.

- (b) **Termination upon Notice:** Either party may terminate any or all Work Orders at any time, with or without cause, by providing two (2) weeks prior written notice to the other. In case the CONTRACTOR terminates any or all Work Orders without proper notice; ML will NOT be liable to pay CONTRACTOR for last two (2) weeks of CONSULTANT services.
- (c) **Orderly Transfer:** Upon request, or in any event, upon the expiration or termination of a Work Order for any reason whatsoever, CONTRACTOR will provide such information, cooperation and assistance to ML or ML's Client, as ML or ML's Client may reasonably request, to assure an orderly return or transfer to Client or Client's designee of all proprietary data (and related records and files) and materials of ML or ML's Client, and all Work Product (in its then current condition).

## **ARTICLE 7. RELATIONSHIP OF PARTIES**

At all times during the term of this Agreement, CONTRACTOR shall retain its independent status, and CONTRACTOR and its employees are and shall at all times be independent CONTRACTORS to ML and ML's Client. The CONSULTANT assigned to ML's Client under this Agreement shall remain employees of CONTRACTOR and shall not by reason of their assignment have the authority to bind, represent or commit to ML or ML's Client except as may be permitted by the terms of this Agreement. Nothing in this Agreement shall be



deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

Regardless of the nature or duration of any assignment with ML's Client, neither CONTRACTOR nor CONSULTANT will be eligible for or entitled to participate in any of ML's Client employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan.

CONTRACTOR agrees that ML and ML's Client shall not be responsible for withholding income and employment taxes in accordance with Section 1705 and subsequent amendments to the Tax Reform Act of 1986, or similar taxes or Social Security for the CONSULTANT, which may be levied by any governmental authority.

## **ARTICLE 8. WARRANTY AND INDEMNITY**

### **8.01    *Warranties***

(a) CONTRACTOR extends to ML a warranty that, during the term of this Agreement, the Services will be performed in a professional and workmanlike manner and CONTRACTOR shall utilize reasonable care and skill in accordance with customary industry standards. In the event of any such breach of warranty by CONTRACTOR, ML shall notify CONTRACTOR in writing within a reasonable period of time of ML's discovery of such breach. CONTRACTOR agrees to cure such breach promptly from ML's notification and/or CONTRACTOR shall re -perform/repair at no cost to ML or the client(s), any work that is deemed to be malfunctioning or of poor quality.

If the breach cannot be cured and/or the deficiencies in the services cannot be corrected to the satisfaction of ML or the Client, CONTRACTOR shall promptly refund to ML any amount paid for such deficient services and/or ML reserves the right to terminate the Agreement and/or any Statement(s) of work executed pursuant to this Agreement in accordance with the *Section 6.01(b)*

(b) CONTRACTOR represents and warrants that it is a validly constituted and existing business entity with the authority to enter into this Agreement and perform its obligations hereunder. CONTRACTOR represents and warrants that execution and performance will not result in the breach of any other agreement to which CONTRACTOR is a party.

**8.02    *General Indemnity:*** CONTRACTOR agrees to indemnify, defend and hold harmless ML, its affiliates, and their respective directors, officers and representatives, from and against any and all claims, liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including attorney's fees, arising out of or resulting from CONTRACTOR's failure to comply with the obligations set forth herein including, without limitation, compliance with all rules and regulations applicable to CONTRACTOR's use of any computer systems, or any failure on the part of CONTRACTOR to pay against any and all claims made by any Federal, State and or City agency any taxes or pay any type of payroll taxes, unemployment insurance and/or workmen's compensation and similar items ("Tax Items"), whether or not required to be withheld from amounts paid to CONSULTANT, duties or assessments due hereunder, or other amounts as set forth herein.

The CONTRACTOR shall defend, indemnify and hold ML or ML's Client, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of any action brought by the CONSULTANT(s), except for injuries and damages caused by the sole negligence of ML.

### **8.03    *Patent, Copyright and Trade Secret Indemnity***

(a) CONTRACTOR and CONTRACTOR's employee(s) warrants that use, of any material, product, or part of any material or product (such as software, firmware, hardware, service, system design, or equipment), furnished by CONTRACTOR under this Agreement will not infringe any United States patent, copyright, trade secret or other proprietary right.



(b) If CONTRACTOR and CONTRACTOR's employee(s) furnishes any material, product or part of any material or product under this agreement which becomes or in the opinion of ML, may become the subject of any claim, suit or proceeding for infringement of any United States patent, copyright, trade secret or other proprietary right, or if any, material, product or part is held or otherwise determined to infringe any United States patent, copyright, trade secret or other proprietary right, CONTRACTOR will at its own expense use its best efforts to achieve the following results in the listed order of reference: (1) Secure for ML the right to continue using the material, product or part; (2) replace or modify the material, product or part, so as to make it non-infringing while not degrading its performance or utility; (3) If the use of such material, product or part is prevented by injunction, remove it and refund all payments received from ML. (4) ML will notify CONTRACTOR if ML receives notice of any such claim, suit, or any proceeding. CONTRACTOR will pay all costs incurred by and damages including past and future license fees and royalties awarded against ML, its parents, subsidiaries or affiliations in the claim, suit or proceeding. This indemnity will not extend to any claim of infringement resulting solely from ML's unilateral modification of any material, product or part furnished under this Agreement.

#### **8.04 Compliance with Laws**

- (a) CONTRACTOR shall, at all times and at its sole expense: (i) strictly comply with all applicable laws; and (ii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications necessary to perform its obligations under this Agreement;
- (b) CONTRACTOR shall ensure that any CONTRACTOR employees who have access to ML's Network and/or access to any Confidential Information of ML's Client has passed a pre-hire background check with the checkpoints substantially as set forth in ***Exhibit A*** attached hereto,
- (c) CONTRACTOR certifies that it is not on any list of entities with whom any U.S. person or entity is prohibited from conducting business, including the Denied Persons List, the United Nations Security Council Committee List, and the Specially Designated Nationals List of Foreign Assets Control.

Furthermore, it is the policy of ML not to engage in any discrimination practices based on race, religion, sex, color, national origin, ancestry, age, physical or mental disability, sexual orientation, gender identity/expression, veteran status, pregnancy, marital status, creed, status with regard to public assistance or any other status protected by federal, state or local law ("Protected Class"). It is also the practice of ML to do business with only those CONTRACTORS which also prohibit discrimination and to the same extent as enumerated under ML's policy. CONTRACTOR hereby represents that it is an equal opportunity employer and agrees not to discriminate against any member of the Protected Class in its employment practices. CONTRACTOR further agrees not to discriminate against qualified individuals with disabilities in any aspect of employment and shall make reasonable accommodations to disabled individuals who are otherwise qualified, so long as such accommodations do not cause an undue hardship. CONTRACTOR agrees to indemnify, defend and hold harmless ML, its affiliates, and their respective directors, officers and representatives, from and against any and all claims, liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorney's fees, arising out of or resulting from CONTRACTOR's failure to comply with the obligations set forth in this provision.

#### **ARTICLE 9. INSURANCE**

CONTRACTOR shall procure and thereafter maintain full insurance coverage for each of its employees and CONTRACTORS, if any, in connection with performance of the Agreement, and shall insure that any CONSULTANT utilized by CONTRACTOR will have full insurance coverage in connection with the performance of this Agreement, including without limitation the following insurance coverage:

- (a) Unemployment Compensation Insurance;
- (b) Automobile Liability Insurance providing coverage in the amount of \$1,000,000;
- (c) Workmen's Compensation Insurance and Disability Insurance in accordance with applicable statutory requirements containing, where allowable by law, a waiver of subrogation in favor of ML;



- (d) Professional Liability – E&O Insurance providing coverage in the amount of \$1,000,000 for each accident containing, where allowable by law, a waiver of subrogation in favor of ML;
- (e) Commercial General Liability Insurance providing coverage in the amount of \$2,000,000 General Aggregate, \$2,000,000 Products & Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, and \$1,000,000 Each Occurrence Bodily Injury (including death) and property damage. This policy should contain, where allowable by law, a waiver of subrogation in favor of ML and be endorsed to indicate that coverage is primary over any valid and collectible insurance available to ML;

All insurance required by this provision shall be in such form and with such insurers as approved by ML and not thereafter disapproved and shall remain in force throughout the term of this Agreement. The CONTRACTOR shall file with ML Certificates of Insurance showing evidence that the aforementioned insurance has been obtained. The CONTRACTOR shall cause ML to be, to the extent of the liabilities assumed by CONTRACTOR under this Agreement, named an additional insured in the Commercial General Liability policy and named as an Alternate Employer in the Employer's Liability policy.

Policies obtained in compliance with this clause shall provide that ML shall be notified in writing by the insurer thirty (30) days in advance of cancellation, non-renewal or material change of such policy. The certificate of insurance must show a policy expiration date. New certificates of insurance must be provided to ML each time the CONTRACTOR's policy is renewed.

## **ARTICLE 10. GENERAL PROVISIONS**

**10.01 Headings:** The headings or titles of the Paragraphs or sub-paragraphs of this Agreement are for convenience only and not part of this Agreement and shall not be used as an aid in construction of any provision thereof.

**10.02 Notices:** Any notices required to be given under this agreement by either party to the other may be effected (1) by delivery in person (2) by a nationally recognized next day courier service, (3) by first class, registered or certified mail, postage prepaid, (4) by facsimile, or (5) by electronic mail to the address of the party specified in this Agreement below or such other address as either party may specify in writing in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Notices to ML must be sent to:

Mindlance Inc.  
**Address:** 80 River Street Parkway,  
 Fourth Floor, Hoboken, NJ 07030  
**Attention:** Legal Department  
**Telephone:** (201) 386-5400  
**Facsimile:** (201) 386-0553  
**Email:** [legal@mindlance.com](mailto:legal@mindlance.com)  
**Tax ID #:** 22-3688948

Notices to CONTRACTOR must be sent to:

Adaequare Inc.  
**Address:** 4451 Brookfield Corp Dr STE 108 Chantilly VA  
**Attention:** Venkat Palaparthi  
**Telephone:** 7034684849  
**Facsimile:** 7039610802  
**Email:** Contracts@sdaequusre.com  
**Tax ID #:** 54-2047518

**10.03 Entire Agreement of the Parties:** This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by CONTRACTOR for ML and contains all of the representations, covenants, and agreement, between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement and that no other agreement, statement of promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by the party to be changed.



**10.04 Severability:** In the event that any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purpose and intent of the parties.

**10.05 Survival:** The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement (including any licenses granted to ML's Client under this Agreement) shall so survive and continue to bind the Parties. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the following provisions shall survive and continue to bind the Parties: Article 3 (Prohibited Activities); Article 4 (Non-solicitation); Article 5 (Confidentiality); Article 8 Warranty & Indemnity; Section 10.07 (Assignment) and Section 10.08 (Governing Law, Attorney and Consent to Jurisdiction).

**10.06 Assignment:** This Agreement is not assignable by either party, except that this Agreement is assignable by ML to any Company within ML affiliated group.

**10.07 Entire Agreement:** This instrument contains the entire agreement between the parties. It may not be altered or amended except in writing signed by the party against whom such alteration is sought to be enforced.

**10.08 Governing Law, Attorney, and Consent to Jurisdiction:** This Agreement shall be governed and construed in accordance with the law of New Jersey. Without in any way diminishing the applicability and effectiveness of the arbitration provision herein, CONTRACTOR hereby consents to the jurisdiction of the State of New Jersey and agrees not to assert, in any action, that the venue is improper. The parties hereto acknowledge that this Agreement was negotiated in New Jersey and each agrees and consents that should litigation be instituted, it shall be instituted solely in the Superior Court of New Jersey sitting in Hudson County, New Jersey, and no other court shall have jurisdiction concerning this agreement, except to enforce a judgment issuing from the Superior court of New Jersey, sitting in Hudson County or, the appellate courts of the state of New Jersey, to hear appeals arising out of the litigation in the Superior Court of New Jersey, sitting in Hudson County, New Jersey.

In an event of breach, if any action is brought by ML to enforce or interpret the provisions of this Agreement, ML shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**10.09 Communication with Coworkers:** CONTRACTOR and CONSULTANT will, under no circumstances, discuss with the coworkers involved in their project, about their pay rate or benefits. This will be considered a breach of contract. In an event of breach ML will not pay CONTRACTOR for 30 days of services rendered by CONSULTANT.

**10.10 Communication with the Client:** CONTRACTOR and CONSULTANT will, under no circumstances, discuss with ML's CLIENT or any consulting company or agency involved in their project, other than ML, problems of any nature pertaining to salary, benefits, relocation or other issues or disputes that may exist or arise. This will be considered a breach of contract. In an event of breach ML will not pay CONTRACTOR for 30 days of services rendered by CONSULTANT.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CONTRACTOR  
ADAEQUARE INC.

DocuSigned by:  
  
 BY: \_\_\_\_\_  
 4FB6FCC38F8E4BB...

NAME: PAVAN PEECHARA  
 TITLE: President  
 DATE: 6/3/2016 | 1:05:57 PM ET

ML  
MINDLANCE INC.

DocuSigned by:  
  
 BY: \_\_\_\_\_  
 0B7768A6A35142F...

NAME: Abhinav Singh  
 TITLE: VP  
 DATE: 6/10/2016 | 12:32:29 PM EDT