This Master Services Agreement is made as of this date December 31st, 2017 by and between: (i) Shahzad Asif (Lexicon Innovation) Client company located at <41896 Feldspar Place Aldie VA 20105> as specifically set forth in the signature block to this Agreement and (ii) NMA Consulting Group, LLC. located at 9334 Burke Road, VA 22015.

**Background/Recitals**. NMA Consulting Group, LLC provides organizations with consultation, sale, service and/or support of technology solutions from Microsoft, Citrix, VMware and various third party vendors and manufacturers. An organization, which engages NMA CONSULTING GROUP, LLC, considered a “Client Company.”

NMA Consulting Group, LLC provides these services to a Client Company to receive the benefits that such a solution offers.

Client Company hereby enters into a Master Services Agreement (“Agreement”) with NMA Consulting Group, LLC so that it may contract NMA Consulting Group, LLC (“Consultants”) to augment or fulfill Client Company services obligations.

**Professional Services Work Order**. If Client Company retains NMA Consulting Group, LLC for Services, then NMA Consulting Group, LLC shall provide a statement of Services and compensation, known as a “Work Order” which contains the details required for work and contacts while on the Services engagement.

In addition, Client Company shall furnish the project details, services required, software, versions and other related information into a document identified as a “Statement of Work,” a documentation practice customary within the information technology industry.

NMA Consulting Group, LLC may, at its discretion, request additional supporting materials, client conference calls or any other method required to obtain the needed details to accomplish the project and fulfill the Services engagement.

NMA Consulting Group, LLC reserves the right to refuse engagements.

**AutoTask System: Time and Expense Reporting**. NMA Consulting Group, LLC uses the Auto Task system. NMA Consulting Group, LLC records time and expenses in this system and issues invoices as defined below in the Compensation section. NMA Consulting Group, LLC also maintains supporting documentation relating to each Services engagement and Client Company may obtain copies of such documentation upon request submitted to NMA Consulting Group, LLC.

**Expenses**. NMA Consulting Group, LLC makes reasonable efforts to limit costs associated with Consultant travel to, from and during a Services engagement on behalf of a Client Company. To that end, Client Company shall pre-pay Consultant travel expenses such as Airfare, Hotel Accommodations and Car Rental. In addition, Client Company shall reimburse for other customary and reasonable expenses, including but not limited to mileage when applicable, meals and other expenses as related to the Services engagement. Client Company shall be provided a copy of NMA Consulting Group, LLC’s Expense Policy (“Policy”), a copy of which is included in **Exhibit B**. Client Company shall agree to pre-pay travel expenses or remit payment for other Services engagement expenses as defined within said Policy.

**Time Reporting**.

1. NMA Consulting Group, LLC shall record billable time as actual, rounding to the next 30 minutes.
2. NMA Consulting Group, LLC shall record a full day once 6 consecutive hours of work for a Client Company have transpired.
3. NMA Consulting Group, LLC shall record all travel time as non-billable, unless specified otherwise.
4. NMA Consulting Group, LLC shall record all expenses related to the Client Company Services engagement as are customary and reasonable and as defined within NMA Consulting Group, LLC Expense Policy and Work Order.

**Compensation.**  Client Company shall compensate NMA Consulting Group, LLC for Services provided by paying the fees described in the Work Order. A Work Order is provided for each assigned project and/or engagement. A sample Work Order is contained in **Exhibit A**.

**Invoices and Payment Terms**. NMA Consulting Group, LLC invoices all Client Companies for Services rendered on a weekly basis. Since professional services are a primary business focus of NMA Consulting Group, LLC, Client Company will review each NMA Consulting Group, LLC Work Order carefully and agree to the payment terms on the Work Order prior to returning a signed copy to NMA Consulting Group, LLC. Client Company agrees to remit payment against such invoices within the agreed schedule. Additional modification of these payment terms may be considered for projects that have unique requirements and when such modification is agreed upon by NMA Consulting Group, LLC and Client Company in advance of the specified Work Order and Services engagement. Any disputes regarding an invoice will require written notification to be received within ten (10) business days of the date of the invoice via certified mail to the address in the Notifications section of this Agreement. If written notification is not received within the ten (10) business days of the date of the invoice, the invoice will be considered true and accurate.

NMA Consulting Group, LLC shall bill appropriately for time accumulated while performing Services for a Client Company using the following rate schedule:

|  |  |
| --- | --- |
| **Compensation Schedule (Time Zone set per Consultant’s geographical location)** | **Rate Adjustment** |
| Weekday – 7:00 AM to 7:00 PM (Considered normal business hours) | 1X Hourly Rate |
| After Hours – 7:00 PM to 7:00 AM | 1.5X Hourly Rate |
| Weekends | 2.0X Hourly Rate |
| New Year’s Eve, New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day | 3.0X Hourly Rate |

During the normal course of an engagement, pursuant to a Work Order, travel to a client location may be necessary. In the event that travel is necessary to facilitate a project, or any part thereof, travel will take place during NMA Consulting Group, LLC’s normal business hours. Travel that will incur an expense always requires approval from both NMA Consulting Group, LLC and the Client Company.

NMA Consulting Group, LLC does not bill for travel time when travel takes place during NMA Consulting Group, LLC’s normal business hours. If travel is required outside normal business hours to meet a specific need or requirement for the client or project, then travel is billable at a standard Weekday rate. No additional premiums will be added for travel.

NMA Consulting Group, LLC reserves the right to reduce rates as appropriate. Further NMA Consulting Group, LLC shall seek approval from Client Company before engaging outside of the defined normal business hours identified above.

Client Company agrees to pay each statement on receipt thereof. In the event that payment is not received by the agreed schedule as described in the Work Order, then Client Company agrees to be liable for and pay a late fee equal to five percent (5%) per month on the outstanding balance.

This late payment penalty will apply monthly, starting the 31st day from the date of the invoice. Continued late fees in this amount apply each month until the account reaches the 91st day. Once an account has reached this period, it is charged a twenty percent (20%) collection fee (in states where applicable according to local law) and delivered to our collection company for further processing. Client Company agrees to pay all costs of collections on this account if necessary including court costs, interest and attorney’s fees incurred.

In the event that NMA Consulting Group, LLC shall withdraw, or be discharged by Client Company, Client Company agrees to promptly pay at such time for any previously rendered services or unreimbursed costs or expenses outstanding. Client Company agrees to pay all costs of collection on this account if necessary including court costs, interest and attorney’s fees incurred.

**Support/Services Blocks**. NMA Consulting Group, LLC provides Support Services in a Block Hour structure. Support Blocks may be obtained in various sizes, at the discretion of NMA Consulting Group, LLC. Specialty offerings may also be available and will be provided in an additional support agreement. Support services provided within a block are “Break / Fix” and considered best effort support. All block hours can be used for any technical issue Client Company may have. With each Support block purchased Client Company will receive escalated support services with a 30 minute response time. Additional services can also be provided on request and by agreement. NMA Consulting Group, LLC will support any one ticket for up to 4 hours unless otherwise stated. Support hours beyond 4 hours of support on any one ticket will require authorization by Client Company. Payment in full for all Support Blocks must be obtained by NMA Consulting Group, LLC before the Support Block hours can be utilized. Support Block purchases are valid for 12 months from the date of signature. Support Block purchases are non-refundable. If there is an unused portion of a Support Block that remains, NMA Consulting Group, LLC has, within its own discretion the ability to apply remaining hours to a project or other event as it sees fit. Support Block Services shall apply block hours against the purchased Support Block appropriately. The hours will be applied according to the schedule below unless otherwise agreed and stated in the Block Hours purchase agreement invoice.

|  |  |
| --- | --- |
| **Block Hours Allocation Schedule (Time Zone set per Consultant’s geographical location)** | **Hour Adjustment** |
| Weekday – 7:00 AM to 7:00 PM (Considered normal business hours) | 1X Hour |
| After Hours – 7:00 PM to 7:00 AM | 1.5X Hours |
| Weekends | 2.0X Hours |
| New Year’s Eve, New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day | 3.0X Hours |

**Term and Termination.** This Agreement shall be effective for a period of one (1) year starting on the date hereof.

1. **Successive Renewal**. The original term shall be extended automatically for additional one-year periods (“Renewal Terms”) unless written notice of intent NOT to renew is provided by one party to the other party within at least thirty (30) days prior to the expiration of the Original Term or of any Renewal Term. If there have been no monetary transactions between NMA Consulting Group, LLC and Client Company within a 6-month calendar period (183 calendar days from the date of this Agreement) this Agreement is automatically terminated effective immediately on the 183rd calendar day. In the event of a non-transactional termination under this clause all past, present and future obligations and responsibilities are nullified upon the immediate termination of this Agreement, therefore releasing both parties’ obligations to this Agreement.
2. **Termination Without Cause**. Either party may terminate this Agreement or any Work Order, for any reason, on at least ten (10) business days’ prior written notice, which notice shall specify the exact date of termination. NMA Consulting Group shall reserve the right to complete any projects defined within existing Work Order’s and Services engagements under this Agreement unless the parties negotiate otherwise. However, Client Company agrees to remit payment for any and all Services rendered as well as expenses incurred by NMA Consulting Group, LLC and its representatives up to and including the date of Agreement termination or upon completion of the Services project overall.
3. **Termination with Cause**. Either party may terminate this Agreement or any Work Order, for cause, upon five (5) days prior written notice unless the other party cures the breach during the five-day notice period.

**Representation and Warranties.** NMA Consulting Group, LLC represents and warrants that:

1. It is duly organized, validly existing, and in good standing under the laws of the State / Commonwealth of Delaware.
2. Its Federal Employer Identification Number is FED ID #
3. It has and shall maintain liability insurance as required.
4. Its independent contractors are and shall at all times be legally authorized to work in the United States in accordance with all applicable immigration laws
5. It has and shall continue to follow all legal procedures required to obtain valid authorization for any alien provided to Client Company to perform Services at a Client Company.
6. It currently has multiple clients and / or agencies, has had multiple clients and / or agencies in the past, and / or intends to have multiple clients and / or agencies in the future.
7. It makes its service available to the general public and does not make its services exclusively available to Client Company.
8. It shall maintain accurate financial records in connection with the performance of this Agreement and the conduct of its business.
9. It shall comply with all applicable laws and is not prohibited from performing its obligations under this Agreement by any other agreement.
10. It shall abide by the rules and policies as defined by the Client Company regarding the conduct of NMA Consulting Group, LLC Consultants performing Services work on the Client Company’s premises, provided that such rules and policies are provided to NMA Consulting Group, LLC and Client Company in advance of the initiation of any project services.
11. It shall provide Services in a professional and workmanlike manner, and services shall not violate any third-party intellectual property rights as identified to NMA Consulting Group, LLC in advance of any project initiation.
12. It relinquishes any claim to proprietary rights over all hardware and software that is introduced by NMA Consulting Group, LLC into the Client Company’s computer systems.

**Indemnification.** NMA Consulting Group, LLC agrees to indemnify, hold harmless, and defend Client Company from and against any and all judgments, liabilities, damages, losses, expenses, and costs (including, but not limited to, court costs, and reasonable attorney fees) incurred by NMA Consulting Group, LLC or its Client Companies, which relate to:

1. NMA Consulting Group, LLC’s willful misconduct or negligence in connection with this Agreement and any Work Order.
2. NMA Consulting Group, LLC’s breach of any representation, warranty, or obligation under this Agreement.
3. The violation of any third party’s intellectual property rights.

**Intellectual Property.** NMA Consulting Group, LLC and Client Company understand that it may be necessary, while in the course of normal business, to develop custom specialty scripts or other custom tools and methods (“Custom Tools”) to complete the delivery of a solution for a Client Company.

1. The development of Custom Tools is common practice in the information technology industry. All Custom Tools will remain the Intellectual Property of the Independent Contractor Consultant and NMA Consulting Group, LLC who agrees to release, at no cost to the Client Company. Client Company and NMA Consulting Group, LLC full and complete access to source files, scripts, code and all related materials, in all forms along with the necessary information to continue to support such a solution for the benefit of ongoing business. It is also agreed that the Independent Contractor Consultant, may, at his / her own discretion, continue to use the custom tools in any capacity they see fit.
2. This agreement constitutes a complete release of liability and hold harmless against the effects of, or the release of, such Custom Tools. NMA Consulting Group, LLC, its Client Company, and all persons associated with these entities shall never receive damages in any part, or by any means as a result of the Consultant’s use of Custom Tools as noted, but not limited to the above aforementioned section.

**Mutual Non-Disclosure.** Both NMA Consulting Group, LLC andClient Company shall protect and keep confidential all non-public information (“Confidential Information”) disclosed by either party and shall not, except as may be authorized by in writing from an appropriate authority of said organization, use or disclose any such Confidential Information for any purpose other than the performance of this Agreement. Upon such expiration or termination, NMA Consulting Group, LLC shall return all written materials that contain any Confidential Information to Client Company.

These obligations of confidentiality shall not apply to any information that NMA Consulting Group, LLC can demonstrate;

1. Was previously known.
2. Is or becomes publicly available through no fault of NMA Consulting Group, LLC.
3. Is disclosed to NMA Consulting Group, LLC by a third party having no obligation of confidentiality to Client Company. Both Client Company and NMA Consulting Group, LLC further agree that neither shall disclose the rates or terms of this Agreement or any Work Order.

In addition to the Confidential Information reference above, NMA Consulting Group, LLC acknowledges that both state and federal privacy statues exist relating to such issues as medical records (Health Insurance Portability and Accountability Act – HIPPA), banking and financial records (Gramm-Leach-Bliley Banking Modernization Act – GLBA), and e-signatures (Uniform Electronic Transactions Act – UETA) (Electronic Signatures in Global and National Commerce Act – ESIGNA). Should NMA Consulting Group, LLC have access to information implicated by privacy laws such as those identified herein, NMA Consulting Group, LLC shall conduct itself in accordance with the requirements of these statutes. Further, both NMA Consulting Group, LLC and Client Company acknowledge that such information shall be treated by the parties as Confidential Information as referenced above. NMA Consulting Group, LLC agrees to follow the Client Company’s policies and procedures including but not limited to IT policies regarding the use of non-client approved software, hardware and storage devices, providing such policies are communicated to NMA Consulting Group, LLC and its Consultant prior to the initiation of the Services engagement.

**Non-Competition.** During the term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit nor hire any employee nor independent contractor from each other, with whom contact in connection with this Agreement or any Work Order can be clearly established. If either party solicits and hires the other’s employee or independent contractor during the term of this Agreement or within a period of one (1) year thereafter a fee equal to 30% of the employee’s current annual salary or the Independent Contractor’s projected annual billable revenue will be paid by the hiring party within thirty (30) days of the date of hire.

**Independent Contractor Status.** The parties hereto are independent contractors. Nothing herein shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto.

NMA Consulting Group, LLC shall provide Services to the Client Company using its own independent skill and judgment while working within the Client Company’s environment and related requirements.

**Acknowledgement.** NMA Consulting Group, LLC hereby acknowledges and agrees that:

(a) NMA Consulting Group, LLC nor any of its Consultants is an employee of Client Company. Only NMA Consulting Group, LLC provides compensation to the Consultant as payment for Services performed under this Agreement.

(b) NMA Consulting Group, LLC nor any of its Consultants are entitled to any benefits provided or rights granted by Client Company to their respective employees, including but not limited to, group insurance, liability insurance, disability insurance, paid vacation, sick leave, retirement plans, health plans, stock plans, and the like.

(c) Client Company shall not make deductions from fees paid for any federal or state taxes or FICA.

(d) Neither Client Company, nor NMA Consulting Group, LLC shall have any obligation to provide worker’s compensation coverage for Consultants or to make any premium overtime payments at any rate or term other than the rate schedule agreed to in this Agreement or Work Order.

**Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OR BREACHES RELATING TO INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY HERETO HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Warranty.** NMA Consulting Group, LLC warranties all workmanship in accordance to a Work Order for a period of 30 days of the completion of the project to assure that the systems implemented are what was ordered. This warranty covers work on systems related to the Work Order and only covers implementations that are delivered by NMA Consulting Group, LLC so that the systems implemented are in accordance with the Work Order. NMA Consulting Group, LLC does not warranty the functionality of any system, application, desktop or server. This warranty of workmanship does not negate the above mentioned Limitation of Liability.

**Client Requirements.** If required, NMA Consulting Group, LLC’s Consultant who is scheduled to perform work on behalf of a Client Company may, undergo a background verification and/or drug screen.

NMA Consulting Group, LLC hereby agrees to submit Consultants to this form of compliance examination on request, however, the cost for such background checks and testing shall be borne by Client Company.

**Communication with Assigned Client.** Unless otherwise directed by Client Company or as necessary to perform day to day activities, NMA Consulting Group, LLC agrees to work exclusively through the assigned contact, pursuant to the Work Order.

**Court Separability/Modification.** The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition. If any restrictions as written in this Agreement are deemed by any court to be overly broad and thus unenforceable, the court may rewrite the restriction to the fullest extend allowable by law to make the restriction enforceable.

**Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been received by a party three (3) days after mailing to each party at the address shown below:

|  |  |
| --- | --- |
| **Lexicon Innovation (Client Company)** | **NMA Consulting Group, LLC** |
| Shahzad Asif  41896 Feldspar Please | Shamroze Niazi  Partner, Operations |
| Aldie, VA 20105 | 9334 Burke Road |
|  | Burke, VA 22015 |

**Entire Agreement.** This Agreement and any incorporated Work Orders constitute the entire agreement between NMA Consulting Group, LLC and the Client Company. In the event that any provisions in any Work Order are in conflict with the provisions in this Agreement, then the provisions in the Work Order shall prevail over any such conflicting provisions, with the exception of the listed rate schedule that shall apply in all cases unless otherwise specified and agreed in writing by both parties.

**Future Amendments**. This Agreement may be amended providing such future amendments are in writing and signed by both parties hereto. Should this Agreement be so modified, such modifications shall supersede the relevant provisions of this Agreement and shall take effect at the time of execution of the modification. All other terms of the Agreement not in conflict with the modification shall remain in effect as written.

**Miscellaneous.**

1. **No Waiver**. Neither Virtual Dynamic Corporation’s nor Client Company’s waiver on any occasion of any provision of this Agreement, nor either party’s failure on any occasion to enforce their rights under any provision of this Agreement shall be construed as a waiver of that provision or their rights there under as to any future occasion.
2. **Binding Effect, Assignment**.  This Agreement shall be binding upon and shall inure to the benefit of the Client Company and NMA Consulting Group, LLC and to NMA Consulting Group, LLC’s successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by the Client Company of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of NMA Consulting Group, LLC.
3. **Enforcement, Disputes and Governing Law.** The Client Company and NMA Consulting Group, LLC agree that if any dispute arises concerning interpretation and/or enforcement of the terms of this Agreement,the parties hereby submit to the jurisdiction and venue of the Courts in the state of Illinois or NMA Consulting Group, LLC’s state and court venue location of choice to enforce the terms hereof without giving effect to the principals of conflict of law. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, personal representatives, and legatees.

By signing below, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

**Lexicon Innovation (Client Company) NMA Consulting Group, LLC**

Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Work Order Sample**

This Work Order shall be governed by the terms of the Master Services Agreement (“Agreement”) by and between NMA Consulting Group, LLC. and (“Client Company”), dated as of December 31st, 2017. For the purpose of this Work Order, the terms “Work Order,” “NMA Consulting Group, LLC,” “Client Company,” “Consultant,” and “Services” shall have the respective meanings attributed to them in the Agreement.

|  |  |  |
| --- | --- | --- |
| Client Company | Assigned Contact | Project Name / Number |
| Client Company Name  Client Company Address  Client Company Address  Client Company Address | Assigned Contact Name  Assigned Contact Phone Number  Assigned Contact Phone Number  Assigned Contact Email Address | Project Name  xxxxxxxxx.xxxx  PO Number if Applicable |

The following NMA Consulting Group, LLC’s Consultant shall perform services for the Client Company as set forth below:

This section outlines the high level scope of work for the engagement. This scope is provided based on accelerated consultation with the client and outlines our understanding of the engagement, absent of any other instructions. This may be adjusted during the engagement through the NMA Consulting Group, LLC Change Scope process.

|  |  |  |
| --- | --- | --- |
| Implementation | Detail |  |
| Implementation Services | The following services will be delivered to the client to facilitate the successful implementation of:   * Build Servers * Configure Storage * Install Applications   The above are examples – additional information will be provided on an actual work Order. | |
| Deliverable | Detail |  |
| Document Deliverable | **Document Deliverables:**   * Server and Systems Configuration Document | |

This section outlines the engineering resource(s) that have been assigned to this project and the payment terms which have been selected.

|  |  |  |
| --- | --- | --- |
| Engineering Resource(s) and Payment Terms |  |  |
| Engineer Name | Name Here | |
| Engineer Contact Information | Phone: xxx-xxx-xxxx Email: engineer@virtualdynamicscorp.com | |
| Cost and Term | $000.00/ Per Hour Worked - Net 30 | |
| This project is scheduled for | XXX Hours Estimated | |
| Engineer Contact Information | Phone: xxx-xxx-xxxx Email: engineer@virtualdynamicscorp.com | |

**Travel Expense(s):** INCLUDED/EXCLUDED AND DESCRIPTION

* Client Company shall ensure the availability of designated client network and server engineering resources for the duration of the project to assist as needed.
* Client Company shall provide to NMA Consulting Group, LLC consultant(s) all necessary physical, remote and administrative login access to technical infrastructure – including, but not limited to any physical and /or virtual environments that pertain to this engagement (domain[s], server[s], firewall[s], data center[s], wiring closet[s], server[s], etc.) throughout the duration of the engagement.
* All work will be performed during NMA Consulting Group, LLC normal business hours (7:00AM CST to 7:00PM CST, Monday to Friday) unless expressly stated otherwise in this document. Local time zone is used when outside of CST. It is expected and assumed that all work to be performed will be worked contiguously in 8-hour day increments unless otherwise agreed upon and stated in this Work Order.
* If required information proves difficult to obtain or unavailable, the Client Company and NMA Consulting Group, LLC will work together to mutually arrive at pertinent and appropriate engagement assumptions or additional fee-based services may be utilized to gather required information. Either of these options may impact the time required to complete the engagement and costs therein.
* If implementing application virtualization, NMA Consulting Group, LLC will spend no more than 4 hours working to implement any specific application to the environment. It will be the client’s full responsibility to assure compatibility for user applications and devices hosted within the environment. Lack of compatibility will not delay completion of the project or payment for services.
* The project shall be considered complete when NMA Consulting Group, LLC has implemented a solution which meets the above listed implementation criteria.
* NMA Consulting Group, LLC shall provide service to the Client Company on a full-time basis (unless otherwise specified in this Work Order) until the project is completed or until either party terminates this Work Order. The contents of this Work Order including but not limited to NMA Consulting Group, LLC's hourly rate, are confidential between Client Company and NMA Consulting Group, LLC and shall not be divulged by either party or any of its representatives or personnel to any other party.
* NMA Consulting Group, LLC shall submit to Client Company at the end of each weekly period an invoice. Client Company agrees to pay NMA Consulting Group, LLC pursuant to terms in the Master Services Agreement.
* Client Company agrees to pay late payment penalties in the amount of five percent (5%) on all outstanding balances. This late payment penalty will apply monthly, starting the 31st day from the date of the invoice. Continued late fees in this amount apply each month until the account reaches the 91st day. Once an account has reached this period, it is charged a twenty percent (20%) penalty and delivered to our collection company for further processing. Client Company agrees to pay all costs of collections on this account if necessary including court costs, interest and attorney’s fees incurred.
* In the event that NMA Consulting Group, LLC shall withdraw, or be discharged by Client Company, Client Company agrees to promptly pay at such time for any previously rendered services or unreimbursed costs or expenses outstanding. Client Company agrees to pay all costs of collections on this account if necessary including court costs, interest and attorney’s fees incurred.
* This Work Order expires 30 days from the date of this Work Order.

By signing below, the parties agree to the terms of this Work Order.

**Lexicon Innovation (Client Company) NMA Consulting Group, LLC**

Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit B - NMA Consulting Group, LLCExpense Policy**

NMA Consulting Group, LLCmakes reasonable efforts to limit costs associated with Consultant travel to, from and during a Services engagement on behalf of a Client Company. To that end, Client Company shall pre-pay Consultant travel expenses such as Airfare, Hotel Accommodations and Car Rental. In addition, Client Company shall reimburse for other customary and reasonable expenses, including but not limited to mileage when applicable, meals and other expenses as related to the Services engagement.

The expenses listed below have been approved for reimbursement if incurred in connection with travel on NMA Consulting Group, LLC business for and with Client Company. The expenses must also be reasonable and necessary and must be preapproved by NMA Consulting Group, LLC.

As these policies vary from one Client Company to another and in some cases, from one project to another, the details will be included in each Client Company Work Order.

**Receipts.** Itemized receipts must be submitted for any single expenditure. Credit charge slips which are not itemized, credit card statements, and restaurant tear tabs are NOT acceptable forms of documentation. Only the listed items below qualify for reimbursements.

**Reimbursable Expenses**

* Airfare.
* Airfare change fees – If the request of the change was made by NMA Consulting Group, LLC or Client Company.
* Baggage charges for one bag, 1 additional bag may be checked if NMA Consulting Group, LLC’s consultant is staying over the weekend for additional business the following week.
* **Car Rental – To Client Company Location:**
  + Driving is more cost-effective than airline or rail travel.
  + Renting is more cost-effective than personal car usage.
  + Transporting bulky or large material on behalf of NMA Consulting Group, LLC or Client Company.
* **NMA Consulting Group, LLC may rent a car AT their destination when:**
  + It is less expensive than other transportation modes such as taxis and airport shuttles.
* Faxes-Business Related.
* Food and beverages:
  + Personal meals are defined as meal expenses incurred by NMA Consulting Group, LLC’s consultant when dining alone on an out-of-town business trip. On the departing and returning date of travel, only those meals that occur while the NMA Consulting Group consultant is away from home will be reimbursed. NMA Consulting Group, LLC are expected to dine at reasonably priced establishments. NMA Consulting Group, LLC’s consultant may expense reasonable personal meals the total of which shall not exceed $75.00 per day without prior approval.

***Note****: NMA Consulting Group, LLC does not reimburse for any alcoholic beverages and will not forward the expense of alcoholic beverages onto our Client Companies.*

* Ground transportation.
* Lodging-at a reasonable rate.

***Note:*** *NMA Consulting Group, LLC has a preference of using Expedia.com for all Client Company prepaid travel arrangements when possible. It saves the Client Company money with the purchase of a “package deal” for airfare, lodging, and rental cars.*

* Mileage.
* Parking.
* Room service charges-for meals, if meals are not purchased at any other establishment.
* Taxis.
* Tips, not to exceed 20% of the charge.
* Tolls.

***Note:*** *NMA Consulting Group, LLC reserves the right to refuse expenses that it considers to be exuberant or excessive during the normal course of business.*