**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Agreement”) is made as of July 1, 2022 (“Effective Date”), by and between CDS Global, Inc. (“CDS Global”), an Iowa corporation, with its principal place of business at 1901 Bell Avenue, Des Moines, IA 50315-1099, and The Johns Hopkins University (“Client”) with its principal place of business at 3910 Keswick Road STE N-2140, Baltimore, MD 21211.

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| **1.** | **TERM.** | The term (“Term”) of the Agreement shall begin on the Effective Date and continue until terminated |
| **1.1** |

in accordance with this Section. The term of any Exhibit hereto shall be set forth in the respective Exhibit.

**1.2**  CDS Global may terminate this Agreement upon Client’s failure to make any payments due and owing hereunder or under any related Exhibit in accordance with Section 4 within five Business Days of written notice from CDS Global regarding such failure to pay. Either party may immediately terminate this Agreement upon written notice to the other party if no Exhibit is then in effect or scheduled to come into effect. Either party may immediately terminate this Agreement and/or an affected Exhibit upon written notice to the other party if (i) the other party is in default hereunder and fails to either cure such default or begin implementation of a plan to cure such default within 30 days of written notice from the other party specifying the nature of such default and requiring its remedy; or (ii) the other party files for bankruptcy, is insolvent, or ceases to do business, however evidenced. Upon expiration or termination of this Agreement, the terms of the Agreement will continue in effect for any Exhibit that has not expired or been terminated by its own terms.

**2.**  **SERVICES**.

**2.1**  The services to be provided by CDS Global to Client (“Services”) will be set forth in one or more Exhibits executed by the parties. Upon execution, each such Exhibit shall be deemed an amendment to this Agreement. The Exhibit attached hereto shall be deemed Exhibit A and each additional Exhibit will be identified by the next sequence alphabetical letter. "Daily" and “Business Days” shall mean each day of the week, excluding Saturdays, Sundays, and weekdays recognized as holidays by CDS Global.

**2.2**  CDS Global’s delay or non-performance of its obligations under this Agreement shall be excused to the extent caused by Client’s failure to perform its obligations under this Agreement. CDS Global will provide Client with reasonable notice of such non-performance or delay and will use commercially reasonable efforts to continue to perform. Client shall continue to pay CDS Global for Services actually performed by CDS Global prior to and during any such period.

**2.3**  With respect to the Services (as further described on Exhibit A and any subsequent Exhibits), the parties acknowledge and agree that (a) CDS Global is acting solely in its capacity as a service provider (acting only at the direction of Client) in its performance of such Services, (b) CDS Global is not, and will not be acting as, a professional fundraiser or fundraising counsel (and both parties represent and warrant that it will not take any position to the contrary with any third parties), and (c) Client will not direct CDS Global to engage in any solicitation of, or take control, any charitable funds.

**3.**  **COMMUNICATION**. Each party will designate one individual to whom all communication concerning this Agreement may be addressed. Either party may change its designated contact by providing written notice to the other party. Client shall cooperate with CDS Global by, among other things, making available, as reasonably requested by CDS Global, appropriate management personnel to make decisions and give information and approvals, so that CDS Global may accomplish its obligations and responsibilities hereunder. The designated contact of either party will respond to any requests of decision, approval, or information made by the other party within a reasonable time from receipt of such request.

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**4.**  **PRICING AND PAYMENT.**

**4.1**  Client agrees to pay CDS Global for goods and Services provided under this Agreement in accordance with the pricing set forth in each Exhibit. If CDS Global incurs costs for any additional goods or services that are not expressly provided for in an Exhibit or that were to be provided or paid for by Client, CDS Global shall include such costs for reimbursement on the invoice next issued after the date on which such costs were incurred. Unless otherwise specified, all charges are exclusive of taxes. Client will pay all taxes (including, but not limited to, sales, use, excise, value added and gross receipts taxes) levied in connection with the Agreement, except taxes based upon CDS Global’s net income or corporate franchise. Client shall be responsible for filing any and all applicable state and local sales and use tax returns and further agrees to fully indemnify and hold CDS Global harmless for its failure to file such returns.

**4.2**  During any term of the Exhibit, CDS Global may change the fees upon any change in charges incurred on behalf of Client by CDS Global from third parties, including, without limitation, charges that are beyond CDS Global’s control **(e.g.,** fuel surcharges, postal increases, paper price increases, subcontractor fee increases). CDS Global will provide Client with as much notice as possible of changes in any such third-party charges. An annual price increase shall be implemented on the first and each subsequent anniversary of the Exhibit Effective Date using a percentage equal to the percentage increase in the most recent Consumer Price Index, All Urban Consumers (“CPI-U”), U.S. City Average, All Items, 1982-84=100, published by the U.S. Department of Labor, Bureau of Labor Statistics, as compared with the CPI-U publicly available on the previous anniversary date of the Exhibit.

**4.3**  Payment for the Services provided hereunder is due within thirty (30) days from the date of invoice. In the event of a good faith dispute as to the calculation of the invoice, Client shall immediately give written notice to CDS Global stating the details of any such dispute and shall promptly pay any undisputed amount. The acceptance by CDS Global of such partial payment shall not constitute a waiver of payment in full by Client of the disputed amount. Any undisputed amounts not paid within 30 days of the date of invoice shall accrue interest at a rate of 1.5% per month or the maximum lawful rate, whichever is less.

**4.4**  CDS Global reserves the right to replace and/or upgrade existing Services, including without limitation the systems that provide Services. CDS Global will notify Client in writing 6 months in advance regarding any increases to the fees and charges as a result of such upgrades or replacements. During the 6-month notice period, the parties shall work in good faith to mutually agree on revised fees but during such time Client may terminate the affected Services upon 90 days’ written notice to CDS Global; provided, however that if the parties cannot agree on revised fees and charges and Client has not sent a notice of termination within the 6-month period, CDS Global may proceed with migrating Client to the new Service or system that provides the Service, and Client shall be responsible for the revised fees and charges as proposed by CDS Global.

**5.**  **CONFIDENTIALITY.**

**5.1**  During the course of performance under this Agreement, Client may disclose to CDS Global, or other entities may disclose to CDS Global on Client’s behalf, certain Client intellectual property, as well as confidential or proprietary information (collectively, the “**Client Confidential Information**”), including, but not limited to, Client’s customer data, tapes, mailing lists, product designs, business and marketing plans, and product strategies. CDS Global shall use commercially reasonable efforts to prevent the disclosure of the Client Confidential Information to any third party, except as provided in this Agreement. CDS Global agrees not to use or make copies of the Client Confidential Information except as required for the performance of its obligations under the Agreement, and agrees to limit access to the Client Confidential Information to its own employees, agents, consultants and subcontractors strictly on a “need to know” basis; provided, that such agents, consultants and subcontractors have executed a written agreement with CDS Global with confidentiality provisions at least as restrictive as those contained herein. Upon expiration or termination of this Agreement or as requested by Client in writing, CDS Global shall promptly return to Client or destroy all of the Client Confidential Information then held by CDS Global and, upon request, certify any such destruction in writing.

**5.2**  During the course of performance under this Agreement, CDS Global may disclose to Client certain CDS Global intellectual property, as well as other CDS Global confidential or proprietary information (collectively, the “**CDS Global Confidential Information**”), including, without limitation, pricing information, computer

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programs, including application and systems product, technical and operating systems and procedures, capabilities, specifications, solution design documents, layout, flowcharts, and presentations, as well as any other materials marked or reasonably considered “confidential” or “proprietary.” Client shall use commercially reasonable efforts to prevent the disclosure of the CDS Global Confidential Information, including, without limitation, derivative works, modifications or adaptations, to any third party, except as provided in this Agreement. Client agrees not to use or make copies of the CDS Global Confidential Information and agrees to limit access to the CDS Global Confidential Information to its own employees, agents and consultants strictly on a “need to know” basis. Upon expiration or termination of this Agreement or as requested by CDS Global in writing, Client shall promptly return to CDS Global or destroy all of the CDS Global Confidential Information then held by Client and, upon request, certify any such destruction in writing.

**5.3**  In addition to the foregoing, the parties acknowledge and agree that, as to each other, the terms and conditions of this Agreement shall be deemed to be the confidential information of the other party (e.g., Client Confidential Information, CDS Global Confidential Information). Notwithstanding the foregoing, Client agrees that the terms and conditions of this Agreement may be shared with CDS Global’s subcontractors, if applicable, in order to provide the Services hereunder or improving the services it provides to its clients and developing new products and services.

**5.4** **“Confidential Information**” shall refer collectively to Client Confidential Information and CDS Global Confidential Information. The receiving party acknowledges that the disclosure of any aspect of Confidential Information may give rise to irreparable injury to the disclosing party or to a third party which may be inadequately compensable in damages. Accordingly, the disclosing party or third party may seek injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies that may be available, and the receiving party hereby consents to the seeking of such injunctive relief.

**5.5**  Notwithstanding anything in this Agreement to the contrary, neither party’s Confidential Information shall be deemed to include information that: (a) is or becomes a part of the public domain through no act or omission of the party receiving the information; (b) was in the lawful possession of the party receiving the information prior to the disclosure and had not been obtained either directly or indirectly from the party disclosing the information; (c) is lawfully disclosed by a third party without restriction on disclosure; or (d) is independently developed by the party receiving the information without use of, or reference to, proprietary information of the other party.

**5.6**  In the event that either party’s Confidential Information is required to be disclosed pursuant to subpoena, court order, law or other governmental authority, the party receiving the information shall, to the extent legally permissible: (a) first give written notice to the other party disclosing the information so that a protective order, if appropriate, may be sought; (b) use commercially reasonable efforts to cooperate with the disclosing party in seeking such a protective order; and (c) furnish only such portion of the Confidential Information as, in the written opinion of legal counsel, it is legally compelled to disclose.

**6.**  **WARRANTIES.**

**6.1**  CDS Global warrants that it has the trained personnel to properly perform the Services consistent with standard industry practices, and that it will perform the Services in a professional and workmanlike manner.

**6.2**  Each party warrants to the other that it has full power and authority to enter into and perform the Agreement, that the execution and delivery of the Agreement have been duly authorized, and that the performance of its obligations under the Agreement does not violate any applicable law, statute or regulation and does not breach any other agreement or covenant to which it is a party or by which it is bound.

**6.3**  Each party warrants to the other that its Confidential Information has been legally obtained, and that the provision of its Confidential Information to the other does not violate any applicable laws or any agreement with third parties.

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**6.4**  With respect to each party’s performance under this Agreement, each party warrants to the other that it will comply with all applicable laws, rules and regulations relating to the operation of their respective businesses.

**6.5**  EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7.**  **LIMITATION OF LIABILITY.** EXCEPT FOR EACH PARTY MEETING ITS OBLIGATIONS UNDER SECTION 8 OR FOR EITHER PARTY’S UNAUTHORIZED DISCLOSURE OF THE OTHER PARTY’S CONFIDENTIAL INFORMATION, (a) CDS GLOBAL’S LIABILITY FOR ANY BREACH UNDER THIS AGREEMENT SHALL BE EITHER, AT CLIENT’S OPTION (i) A RE-PERFORMANCE OF THE SERVICES IN QUESTION WITHOUT CHARGE; OR (ii) LIMITED TO THE ACTUAL AND PROVEN DIRECT DAMAGES OF CLIENT RESULITNG FROM THE BREACH, NOT TO EXCEED, FIFTEEN MONTHS’ CHARGES UNDER THE APPLICABLE EXHIBIT FOR THE PARTICULAR SERVICES TO WHICH THE BREACH RELATES. IN THE EVENT THE BREACH TAKES PLACE PRIOR TO SEPTEMBER 30, 2023, CDS GLOBAL’S LIABILITY SHALL BE LIMITED TO THE ACTUAL AND PROVEN DIRECT DAMAGE OF CLIENT RESULTING FROM THE BREACH, NOT TO EXCEED THE AVERAGE MONTHLY CHARGES UNDER THE APPLICABLE EXHIBIT FOR THE PARTICULAR SERVICES TO WHICH THE BREACH RELATES MULTIPLIED BY FIFTEEN and (b) NEITHER CDS GLOBAL NOR CLIENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST REVENUE, LOST PROFITS, AND DAMAGES FOR LOSS OF GOOD WILL, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, REGARDLESS OF THE FORM IN WHICH ANY LEGAL ACTION OR EQUITABLE ACTION MAY BE BROUGHT, INCLUDING, WITHOUT LIMITATION, ANY ACTION IN TORT OR CONTRACT. Each party shall have a duty to mitigate damages for which the other party is responsible.

**8.**  **INDEMNIFICATION.**

**8.1**  CDS Global agrees to indemnify, defend and hold the other party, its directors, officers, representatives, agents and employees harmless from and against any third party claim, action or liability (including damages, costs, expenses and reasonable attorneys’ fees) (“Claim”), that may arise against Client for (a) CDS Global’s failure to comply with all laws and regulations applicable to the provision of Services under this Agreement; (b) CDS Global’s infringement or misappropriation of a third party’s intellectual property (including, without limitation, patents, trademarks, copyrights or trade secrets); or (c) any unauthorized disclosure of the Client’s Confidential Information.

**8.2**  Client agrees to indemnify, defend and hold CDS Global, its directors, officers, representatives, agents and employees harmless from and against any Claim that may arise against CDS Global for (a) the Client’s failure to comply with all laws and regulations applicable to the provision of Services under this Agreement; (b) the Client’s infringement or misappropriation of a third party’s intellectual property (including, without limitation, patents, trademarks, copyrights or trade secrets); (c) any unauthorized disclosure of CDS Global’s Confidential Information, (d) the breach by Client of any representation, warranty, or covenant applicable to Client contained in this Agreement, (e) the actions or omissions of CDS Global taken in compliance with the Client’s instructions regarding CDS Global’s performance of the Services (f) CDS Global’s processing and depositing of checks and other negotiable instruments containing restrictive endorsements, and (g) forgery, insufficient funds or other similar actions.

**8.3**  The indemnified party shall promptly notify the indemnifying party in writing of any such Claim. The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided, however, that the indemnified party shall have the right to participate in any such litigation insofar as it concerns claims against it. That right to participate includes the indemnified party’s right to select and retain counsel to represent it at the indemnified party’s own expense. The indemnifying party will not, without the indemnified party’s prior written consent, enter into any settlement or compromise of any such Claim, which settlement or compromise would not result in the full release of the indemnified party from all liabilities and obligations. Neither party shall have any obligation to defend or indemnify the other party pursuant to this Section 8 if the indemnifying party is not notified promptly of the Claim and is materially prejudiced thereby. The indemnified party shall cooperate to the extent necessary in the defense of any Claim within the scope of these indemnities.

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**9.**  **INSURANCE.**

CDS Global shall at all times carry and maintain the following insurance coverage:

**9.1**  All-Risk Insurance. CDS Global agrees to maintain an All Risk Property insurance policy in the amount of not less than $1,000,000.00 covering full replacement cost of Client’s tangible personal property, including mailing stock if any, kept under CDS Global’s care, custody or control. In the event of a loss or damage to any such property, Client’s sole remedy shall be limited to the amount of insurance proceeds recovered under such policy.

**9.2**  Crime Insurance Bond. CDS Global agrees to maintain a Crime Insurance Bond with policy coverage limits of not less than $5,000,000.00 per Occurrence (as defined below) and annual aggregate. For purposes of this Crime Insurance Bond paragraph, “Occurrence” shall mean all loss resulting from any act or any series of acts committed by the same employee or in which the same employee is concerned or implicated. It is understood that the Crime Insurance Bond described is first party coverage for CDS Global, and Client cannot place a direct claim on the policy. Client agrees to cooperate with CDS Global in providing proof of loss information for a claim under the Crime Insurance Bond.

**9.3**  Media Liability Insurance. CDS Global agrees to maintain a Media Liability insurance policy, which includes errors and omissions and network security, (or a successor policy covering similar perils) with limits of no less than $5,000,000.00 per claim and annual aggregate.

**9.4**  Commercial General Liability Insurance: CDS Global shall at all times carry and maintain a commercial general liability insurance policy with minimum limits of $5,000,000.00 per occurrence. Such insurance policy shall include coverage with respect to bodily injury.

**9.5**  Workers' Compensation Insurance: CDS Global agrees to maintain a Workers’ Compensation insurance policy, including occupational disease and employer's liability insurance coverage as follows:

(a) Statutory limits and coverages as required by state or states of operation.

(b) Employers liability insurance coverage for bodily injury in the amount of $1,000,000.00 each accident; $1,000,000.00 disease (each employee); $1,000,000.00 disease (policy limit).

**9.6**  Umbrella Liability Insurance: CDS Global agrees to maintain Umbrella/excess liability insurance in the amount of $5,000,000.00 each occurrence and $5,000,000.00 annual aggregate.

**9.7**  The aforementioned insurance policies will be maintained with insurance carriers rated by A. M. Best as A- or better.

**9.8**  If requested by Client, certificates of insurance will be provided to Client for the aforementioned insurance policies following execution of this Agreement. CDS Global will endeavor to notify Client 30 days prior to any material change in policy coverage.

**9.9**  If requested by Client, it may be named as an additional insured on the Commercial General Liability and Umbrella Liability insurance policies, and as a loss payee on the All-Risk insurance policy.

**10.**  **SECURITY.**

If applicable, throughout the Term (including all renewals), CDS Global will employ the following security measures to protect against unauthorized access to customer information.

**10.1**  PCI DSS.

CDS Global agrees to: comply with the Payment Card Industry Data Security Standard (the “PCI DSS”), submit to data security audits and scans by qualified assessors and scan vendors as required by the PCI DSS,

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promptly remediate any non-compliant components of its operations at no charge to Client, and, if and to the extent required by the PCI DSS, provide full cooperation and access to permit PCI representatives to conduct a security review of CDS Global’s policies and procedures. In the event of a breach or intrusion of, or otherwise unauthorized access to,cardholder data stored at CDS Global for Client in connection with the Services provided by CDS Global for Client under this Agreement, CDS Global shall immediately notify Client in the manner set forth in Section 10.2 below and provide card issuers and the acquiring financial institution and their respective designees access to CDS Global’s facilities and all pertinent records to conduct a review of CDS Global compliance with the PCI DSS, should it be requested. CDS Global will fully cooperate with any reviews of its facilities and records provided for in this Section 10.1 with respect to Services performed for Client under this Agreement, exclusive of CDS Global financial information, provided that: (a) reasonable written notice of a requested review is provided to CDS Global, (b) the review is performed during CDS Global’s regular business hours, (c) persons performing the review are accompanied by a CDS Global employee, and (d) such access and requests for information will not compromise the confidentiality of CDS Global Information or the confidentiality of other clients’ data or interfere with the operations of CDS Global.

**10.2**  Notification of Security Breach and Incident Response Plan.

(a) CDS Global will promptly notify Client in accordance with its Security Breach Incident Response Plan if it learns of or has reason to believe that there has been unauthorized access to, disclosure (whether intentional or accidental) or use of, or any security breach relating to or affecting, Client’s customers’ personal data defined as customers’ specific order data, payment information, including cash payments, credit card numbers, debit card numbers, financial account numbers (e.g., checking account numbers), transaction history, and other similar restricted information relating to Client’s customers (“Personal Data”), or that any person who has had access to the Personal Data has violated or intends to violate the terms of this Agreement. As part of its notice, CDS Global will provide Client with the name and direct contact information of an available senior CDS Global employee with appropriate data security expertise to address any questions Client may have concerning any compromise of the security of the Personal Data.

(b) In the event of a Security Event, CDS Global will, at its own expense, promptly notify Client, investigate within CDS Global, and respond to Client with regard to such Security Event investigation. For the purposes of this Agreement, a “Security Event” shall mean an event of which CDS Global learns has occurred, or has reason to believe has occurred, in which the following is accessed or received by an individual or entity that is not authorized to access or receive such information: (i) unencrypted cardholder data together with other Personal Data, or (ii) encrypted cardholder data for which the encryption key may have been compromised.

(c) If determined by CDS Global that a Security Event is an actual breach of security of Personal Data (“Security Breach”), CDS Global will, within 72hours following its identification of the compromised data, provide Client with a list of the compromised Client account numbers of affected customers. CDS Global will then proceed in accordance with its “Security Breach Incident Response Plan” which will meet or exceed PCI DSS requirements. Such procedures will include CDS Global cooperating with Client in notifying customers or other affected individuals as required by law and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of the Personal Data. Further, in the event of a Security Breach, CDS Global will provide access to CDS Global’s facilities and all pertinent Client records for Client or its approved representative to conduct a review of CDS Global’s compliance with the PCI DSS requirements, provided Client gives reasonable advance notice and conducts such review during CDS Global’s regular business hours. CDS Global agrees to fully cooperate with any such reviews or audits of its facilities and records in the event of a Security Breach involving cardholder data of Client’s customers, whether conducted by a PCI representative or a PCI-approved third party (or a representative or other approved entity of any of the individual card companies). Each party acknowledges and agrees that any costs, claims or liabilities arising from any Security Event or Security Breach (including, without limitation, the disclosure of Personal Data) shall be subject to the limitations of liability set forth in Section 7.

(d) In the event CDS Global discovers or is notified of a Security Breach or potential breach of security relating to Client’s Personal Data, CDS Global shall not notify authorities or media regarding the breach unless (i) explicit, written permission has been provided by Client, or (ii) CDS Global is otherwise required by law to notify authorities, in which event CDS Global will make such commercially reasonable attempts to notify Client in advance of making any such required notification as are possible given the circumstances and time periods involved.

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(e) Following a Security Breach within CDS Global and the determination of the cause of such Security Breach, CDS Global will, at its own expense, use commercially reasonable efforts to implement procedures within CDS Global to prevent a recurrence of such Security Breach.

**10.3**  Third Party Audit.

Upon request by Client, CDS Global will provide a copy of the annual Independent Service Auditor’s Report, a comprehensive internal controls assessment report prepared by an independent third party auditor that is currently referred to as an SSAE No. 18 SOC 1 audit report or an applicable successor/replacement standards report, for a fee based on CDS Global’s prevailing rate. Further, CDS Global will use commercially reasonable efforts to make available, upon Client’s prior advance notice, any individuals for Client to consult with to get periodic updates with respect to any matters contained within the SSAE No. 18 SOC 1 audit report (or applicable successor/replacement standards report) or other internal control assessment reports including, but not limited to, any deficiencies identified in the aforementioned report, status of remediation efforts, and timelines.

**10.4**  Business Resumption Plan.

CDS Global shall establish and maintain a commercially reasonable Business Resumption Plan (“BRP”) that includes business continuity and disaster recovery relating to the Services to be performed under this Agreement. Such BRP shall be for the purposes of (a) providing the Services within a reasonable period of time of any service interruption, and (b) providing for reasonably adequate backup protection for any of Client's data or confidential information. CDS Global shall review, and if necessary, update the applicable provisions of the BRP whenever there is a material change in the operating environment for such service (including without limitation, changes to hardware, software, communications network, and data center facilities and/or disaster recovery facilities), but in any event no less frequently than annually. A summary of CDS Global’s most recent disaster recovery plans will be provided to Client upon its request. At Client’s option and upon its reasonable notice to CDS Global, Client and/or its designated representative may review, at CDS Global’s offices, copies of the full BRP, subject to Client’s confidentiality obligations set forth in Section 5 of this Agreement and/or its representative’s execution of CDS Global’s Confidentiality and Non-Disclosure Agreement.

**10.5**  Client Audit.

Client or its designated representative may audit records from the previous 12 month period, from time to time, upon at least two weeks' notice to CDS Global and during regular business hours, Client's customer files and records and CDS Global books and records with respect to the Services and the associated fees charged hereunder, exclusive of CDS Global’s financial information, provided such person(s) are accompanied by a CDS Global employee and such access and requests for information will not compromise the confidentiality of CDS Global Information under Section 5 or confidentiality of other CDS Global clients' data or interfere with the operations of CDS Global. Any third party representative of Client shall be required to sign a Confidentiality and Non-Disclosure Agreement. CDS Global agrees to maintain policies, books and records adequate to permit all such audits, and CDS Global agrees to cooperate in a reasonable manner in assisting such audits. Client agrees to pay CDS Global for time expended on any audit activity as described above at the CDS Global prevailing hourly rate for such professional services. These fees will be invoiced at the end of the month in which the audit-related services are provided by CDS Global.

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| **11.** | **FORCE MAJEURE**. | Neither party shall be liable for any losses arising out of the delay or interruption |

of its performance of obligations under the Agreement (except for any payment obligations hereunder) due to any act of God, pandemic, communicable disease outbreak, act of governmental authority, act of terrorism, war (whether or not declared), machinery breakdown despite ordinary maintenance, delays of carriers or suppliers, riot, flood, fires, civil commotion, insurrection, strikes, lockouts, embargoes, severe weather conditions, failures of public utilities or the Internet, software viruses or any other cause beyond the reasonable control of the party delayed (“Event of Force Majeure”). If said conditions and said delay, prevention, or failure continue for a period of ten working days, then the Client may obtain the affected Services from other persons until such time as there is no longer an Event of Force Majeure, at which time CDS Global shall resume all of its duties hereunder; provided, however, that if said conditions

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and said delay, prevention, or failure shall continue for a period of three months, the Client may terminate this Agreement upon notice to CDS Global, provided that said conditions and said delay or prevention are continuing at the time such notice is given.

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| **12.** | **INDEPENDENT CONTRACTOR**. | CDS Global shall perform all Services hereunder as an |

independent contractor, and nothing contained herein shall be deemed to create any employment, association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any of Client’s affiliates or subsidiaries, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

**13. PUBLICITY**. CDS Global agrees that no public or private announcements, media releases, press conferences, advertising, promotional material or similar publicity in any form relating to CLIENT or its affiliates, subsidiaries, faculty or staff’s name, trademarks, logos, trade dress, or images, as well as the name or image of any CLIENT employee, student, or patient shall be made without the prior written consent of CLIENT, which consent may be withheld in CLIENT's sole and absolute discretion. CDS Global may list CLIENT as a customer of CDS Global provided such identification is made in a list of at least five of CDS Global’s customers in alphabetical order with identical font size and typeface for each customer

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| **14.** | **NOTICES.** | Except for communications made in the normal course of the Services, any notice or other |

communication required hereunder shall be made in writing and sent by registered or certified United States mail, return receipt requested or by a nationwide courier delivery service to the designated recipient provided below. A party may change the name or address of the designated recipient by giving written notice to the other party. Any notice or communication shall be deemed given upon receipt.

**14.1**  If to CDS Global, at the address first set forth above, to the attention of the CEO, with copy to Contract Management Department with attention to Director of Contract Management; and

**14.2**  If to Client, at the address first set forth above.

**15.**  **EFFECT OF TERMINATION.**

Upon termination of this Agreement or an Exhibit for any reason, CDS Global will provide the Client-owned materials relating to such terminated Exhibit(s) to Client on a mutually agreed upon schedule and cooperate in an out-conversion, with the understanding, however, that CDS Global shall not be required to incur costs in so doing (unless Client agrees to pay CDS Global therefor) or provide or disclose proprietary or confidential information of CDS Global. Termination of this Agreement or an Exhibit shall not relieve Client from its obligation to pay CDS Global for Services performed prior to the termination and, if applicable, completion of Client’s out-conversion. The obligations of CDS Global hereunder are subject to the condition that there are no amounts due and payable by Client to CDS Global prior to the release of database files and property within CDS Global’s possession.

**16.**  **GENERAL PROVISIONS.**

**16.1**  Applicable Law. The Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

**16.2**  Conflicting Provisions. In the event of conflicting provisions between this Agreement and any Exhibit, the terms of the Agreement shall control and resolve the conflict, unless specifically stated otherwise in the Exhibit.

**16.3**  Modification/Severance/Waiver. The Agreement and any Exhibit may only be amended in writing. If any one or more of the provisions of the Agreement or an Exhibit shall for any reason be held to be invalid or unenforceable, the same shall not affect any of the other portions thereof. No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or in any manner release such other party from compliance with, any provision, condition, or

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requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

**16.4**  Assignment. Neither party may assign its right or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be required for assignment by either party to an affiliated corporation or other entity under common control with such party, provided that the assigning party shall remain fully liable for performance hereunder, unless the parties agree otherwise in writing.

**16.5**  Approvals/Further Assurances. Any approval or consent requested of either party shall not be unreasonably withheld, delayed, or conditioned, unless specifically stated to the contrary in this Agreement or any Exhibit, as applicable. Subsequent to the execution and delivery of the Agreement and, without any additional consideration, each party will execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

**16.6**  Headings/Good Faith/Counterparts. The descriptive headings of the Sections of this Agreement and any Exhibit are for convenience only and do not constitute a part of this Agreement. With respect to all of their respective dealings under this Agreement, each party will act fairly and in good faith. This Agreement and any Exhibit may be executed in any number of counterparts, including electronic or facsimile copies, each of which may be executed by less than all of the parties hereto.

**16.7**  Use of Aggregated Data. Client agrees that CDS Global may aggregate data it receives from or on behalf of the Client with data gathered from other CDS Global clients to create non-client specific metrics and statistics (e.g., benchmarking, response analysis and modeling). In no event shall such aggregated data identify Client or Client’s customers.

**16.8**  Survival of Terms. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to confidentiality, limitation on liabilities, and indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

**16.9**  Entire Agreement. The Agreement, together with the Exhibit(s) attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior agreements and understandings between the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

**CDS Global, Inc.**

By:   
Printed:   
Title:

|  |  |
| --- | --- |
| **The Johns Hopkins University** By: | |
| Printed: | Brian J. Smith |
| Title: | Chief Procurement Officer |

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