

MASTER SERVICES AGREEMENT

This Agreement (the "Agreement"), effective as of the date last executed below (the "Effective Date"), is entered into by and between SolarInbound LLC ("Service Provider"), a North Carolina limited liability company and the undersigned client ("Client"). Service Provider and Client may be individually referred to herein as a party or collectively as the parties.

WHEREAS, Service Provider is in the business of providing consulting and software solutions provider for service-related companies and contractors (the "Services");

WHEREAS, Client desires to obtain the Services and the parties desire that Service Provider provide the Services to Client in accordance with the terms of this Agreement and any applicable statements of work attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SOWS.

- a. Service Provider agrees to provide Client with the Services described on any statement of work that both parties may execute from time to time (the "SOW"). All SOWs are incorporated herein by reference and each SOW will contain (i) a description of the Services to be provided under such SOW, (ii) the corresponding fees and related payment terms for such Services, (iii) the term of the SOW, and (iv) any other applicable terms. The initial SOW shall be enforceable upon execution of this Agreement (specific execution of the SOW shall not be required). For SOWs entered into subsequent to the Effective Date, only SOWs completed in writing and executed by both parties, duly authorized by their respective entities or agencies as referenced in section 20, shall become incorporated by reference into this Agreement.
- b. The terms of this Agreement shall be superior to and supersede any conflicting or inconsistent terms contained in any SOW, except to the extent a SOW expressly amends or overrides this Agreement.
- c. Any reference in this Agreement to "this Agreement" includes all SOWs.

2. DESCRIPTION OF SERVICES.

Service Provider will perform the Services for Client that are set forth in a SOW attached hereto or which may be executed from time to time.

3. COMPENSATION.

- a. Client will pay Service Provider for the work described in each SOW pursuant to the terms set forth in the applicable SOW. All payments hereunder are non-cancellable and non-refundable.
- b. Where a third party requires prepayment as part of a specific product or service which Client has requested and approved for Service Provider to procure on Client's behalf, Service Provider will notify Client of such prepayment requirements, will furnish the applicable invoices and/or receipts and will bill Client accordingly.

- c. Unless otherwise requested by Service Provider, in its discretion, Service Provider only accepts payment in the form of cash, check, or ACH transfer. Payments requested to be made by check are to be payable to SolarInbound LLC and sent to: 506 Ramseur Street, Durham, NC, 27701 Attention: Jonathan Smith
- d. Client is responsible for, and agrees to pay, all applicable sales, use, excise, and value added taxes, or taxes of a similar nature (excluding personal property taxes on items owned and used exclusively by Service Provider and taxes based on Service Provider's net income which will be borne by Service Provider), imposed by any federal, state, or local government, or other taxing authority on all goods and/or Services being paid for by Client to Service Provider under this Agreement. The parties agree to cooperate with each other and the parties will provide each other with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, and information concerning the use of assets, materials, and notices of assessments). Parties agree to be responsible for paying any tax, penalty, and interest resulting from respective party not timely paying the appropriate taxes for goods and/or Services provided by the other party.
- e. Where Service Provider bills Client on an estimated basis and Service Provider's estimate deviates from the actual charges, Service Provider will make the adjustments to estimates on the following invoice to Client. If Client requests changes to the scope of Services to be performed under an SOW, Service Provider will propose adjusted charges (which may be proposed and accepted by email exchange). Upon acceptance by Client, the Service Provider may provide a new or amended SOW in respect of additionally requested Services.
- f. If Client believes in good faith that any amount invoiced by Service Provider is incorrect, Client shall notify Service Provider in writing of the disputed amount (the "Disputed Amount") and the reasons for such dispute within thirty (30) days of the date the subject invoice was received or becomes due, whichever is later (each, a "Dispute Notice"). In the event of a dispute, Client agrees to pay the non-disputed portion as per the appropriate SOW and the parties agree to expeditiously resolve the dispute in good faith. Once the dispute is resolved, Client agrees to pay the resolved amount (the "Resolved Amount") within ten (10) days of the resolution.
- g. In the event that Client fails to pay (i) any undisputed amount on any invoice within the terms set forth on the pertinent SOW, or (ii) any Resolved Amount within ten (10) days from the date such Resolved Amount is determined, Service Provider shall have the right, at its sole option, to suspend performance of the Services set forth in any SOW until payment of such undisputed amount or Resolved Amount has been received.
- h. Except as otherwise set forth in an applicable SOW, Service Provider will invoice Client for actual travel and related expenses reasonably required for Service Provider to perform the Services under this Agreement.

4. TERM AND TERMINATION.

- a. The term of this Agreement will be one (1) year from the Effective Date, provided that, this Agreement shall automatically renew for one (1) year periods (each a "Renewal Term") unless and until either party provides the other party notice of termination at least 90 days' prior to the end of the Initial Term or any Renewal Term. The Initial Term and the Renewal Term shall be deemed, collectively, the "Term" of this Agreement.
- b. Subject to the terms of this Agreement, either party may terminate this for convenience upon written notice if no SOW is then in effect.

- c. Notwithstanding the provisions set forth in Section 4(a), in the event of a material breach of this Agreement that is not cured within thirty (30) days after receipt of written notice describing such breach, the non-breaching party may terminate this Agreement immediately by providing written notice to the breaching party of such termination; provided, however, that a delivery delay by Service Provider caused by failure of Client to provide information in a timely manner shall not be considered a material breach under this provision.
- d. Either party may terminate this Agreement and any SOWs immediately by written notice in the event the other party becomes subject to a voluntary or involuntary bankruptcy proceeding or a formal meeting of its creditors.
- e. Upon termination or expiration of this Agreement
 - i. Service Provider will invoice Client for any work in process at the time of termination, and
 - ii. Client shall pay all outstanding undisputed invoices immediately upon receipt of the final invoice from Service Provider.
 - iii. Service Provider has no obligation to return any of Client's property or account information in its possession until all outstanding invoices are paid in full.

5. WARRANTIES; DISCLAIMER INDEMNIFICATION; LIMITATION OF LIABILITY.

a. Warranties.

i. Service Provider represents and warrants that:

1. It has the right and authority to enter into this Agreement and to perform the Services described herein, and it shall comply with all applicable federal, state or local laws, rules or regulations ("Applicable Laws") in performing the Services.
2. That the Agreement is a legal, valid, and binding obligation of Service Provider; and entering into this Agreement will not violate any material contract or corporate governance agreement to which Service Provider is a party;

ii. Client represents and warrants that:

1. It has authority to enter into this Agreement and carry out its obligations pursuant to this Agreement
2. Any data, content, and/or materials, that Client provides to Service Provider or uses in its communications ("Client Materials") does not and will not in any way infringe upon any intellectual property rights or violate any contractual or privacy rights of any third party.
3. It shall comply with Applicable Laws and will not use the Services for transmission of any material in violation of any Applicable Law. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane or links to such materials.
4. Any data, information, works of authorship, Client Materials provided directly or indirectly by Client is and will be truthful, accurate, not materially misleading.
5. Client will, on a timely basis, provide all Client Materials to support Service Provider in performance of the Services.
6. It will review all Deliverables (as defined below) submitted by Service Provider and will verify and document the truth, accuracy, completeness, and propriety of all information as represented and any and all claims related to Client's products and

services. If any Applicable Laws apply to the Client's products and services, Client will ensure that the Deliverables, and Client's use thereof (or Service Provider's use thereof on behalf of Client), fully comply therewith.

7. Client shall be responsible for:

- a. The accuracy and validity of all Client Materials, information, and data provided by Client.
- b. Compliance with obligations relative to third party software and content licensed by Client or by Service Provider on Client's behalf for use in connection with the Services or any Deliverables hereunder.
- c. Verifying the accuracy of Deliverables and other results of Services in all respects. Service Provider shall not be responsible for any inaccuracies.

b. Waiver and Disclaimer of Warranties.

- i. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT HEREIN, THE SERVICES, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED TO CLIENT "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith. SERVICE PROVIDER, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CLIENT'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED. WITHOUT LIMITING THE FOREGOING, SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF CLIENT'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM (WHICH IS CLIENT'S SOLE RESPONSIBILITY). NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF SERVICE PROVIDER.
- ii. Except for the representations and warranties expressly set forth herein, each party makes no representation or provides any warranties, express or implied, with respect to any content, data, Deliverables, or any of the Services it provides, including without limitation any guaranteed results, financial return or implied

warranties of merchantability or fitness for a particular purpose.

- iii. The limitations, rights, obligations of this Section 5 will survive three years after the expiration or termination of this Agreement.

6. INDEMNIFICATION: LIMITATION OF LIABILITY.

- i. Client hereby indemnifies and agrees to indemnify and hold harmless Service Provider and its managers, managing members, members, partners, directors, officers, independent contractors, employees, licensors and agents and its and their respective successors, assignees, managers, managing members, members, partners, directors, officers, directors, employees and agents (each of the foregoing, a "Indemnified Party") from and against any loss, claim, damage or liability (or actions in respect thereof that may be asserted by any third party) that may result from any third party claim arising out of or relating to (1) any use by Service Provider of any Client Material, directly or indirectly, that does not arise from the gross negligence, fraud or intentional unlawful conduct of an Indemnified Party, (2) any breach by Client of its representations, warranties or covenants under this Agreement, or (3) if any Indemnified Party is called to testify or give a deposition in any civil, criminal, administrative or arbitral action or hearing, alternate dispute resolution mechanism, investigation, inquiry, mediation, settlement, suit or proceeding, and any appeal thereof relating solely to your acts, omissions or your role in connection with the Services provided by Service Provider or relating to events, circumstances and other factual matters encountered by Service Provider during the course of performing Services for Client (each a "Proceeding").
- ii. Notice: The Indemnified Party shall provide the indemnifying party with full cooperation (at the indemnifying party's sole expense) in defense of any claim except to the extent such parties' interests are adverse. Any failure of the Indemnified Party to give prompt written notice of any claim, suit or proceeding for which indemnification is sought shall only excuse the indemnifying party from its indemnification obligations to the extent that the indemnifying party is materially prejudiced by such delay or failure. The Indemnified Party shall permit the indemnifying party to control the defense of any claim; provided, however, that the indemnifying party shall not settle any claim without the full release of the Indemnified Party from any liability, payment being made entirely by the indemnifying party and no admission of fault or liability on the part of the Indemnified Party without the consent of the Indemnified Party
- b. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT SERVICE PROVIDER'S MAXIMUM LIABILITY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES WILL BE SERVICE PROVIDER'S RE-PERFORMANCE OF THE SERVICES (TO THE EXTENT PRACTICALLY POSSIBLE) OR A REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES IN THE PREVIOUS 12 MONTHS, AS SERVICE PROVIDER MAY ELECT. EXCEPT WHERE PART OF INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL CLIENT OR SERVICE PROVIDER BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING FOR ANY BUSINESS INTERRUPTION, OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, AND WITHOUT REGARD TO THE FORM OF THE ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR TORT, ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR DATA PROVIDED FOR UNDER THIS AGREEMENT. EXCEPT IN THE CASE OF FRAUD, INTENTIONAL MISCONDUCT OR WILLFUL NEGLIGENCE, SERVICE PROVIDER'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF**

OR RELATING TO THIS AGREEMENT SHALL BE ONLY FOR DAMAGES THAT ARE ACTUAL, DIRECT AND PROVABLE IN ACCORDANCE WITH APPLICABLE LAW. SERVICE PROVIDER IS NOT RESPONSIBLE, AND CANNOT BE HELD LIABLE FOR THE ACCURACY OF ANY REPORTS, CLIENT DATA, SECURITY BREACHES, DOWN-TIME OR ANY LOSS OF REVENUE ASSOCIATED WITH DELIVERABLES OR SERVICES PROVIDED.

7. CONFIDENTIALITY AND PROPRIETARY INFORMATION, MATERIALS AND PROPERTY.

- a. Each party acknowledges that its employees and agents will be exposed to certain information, materials, and property related to the other party (the "Disclosing Party") and its activities that are confidential or proprietary to the Disclosing Party, including but not limited to financial information, trade secrets, customer and other mailing lists, copyrights, logos, trademarks, and trade names and in the case of the Client, its Client Materials, as that term is defined in this Agreement (collectively the "Confidential Information").
- b. Subject to the limitations below and except as may be approved in writing by the Disclosing Party, each party that is in receipt of Confidential Information from the other party agrees on behalf of itself, its directors, officers, agents, and employees that it shall not, at any time during or after the effective term of this Agreement, use, for its own benefit or for the benefit of any third party, any Confidential Information of the Disclosing Party, except: (i) as may be necessary for the party receiving the information (the "Receiving Party") to meet its obligations hereunder; (ii) to its attorneys and accountants, as may be necessary for those persons to provide services effectively to the Receiving Party; or (iii) as may be required pursuant to any subpoena, court order, or other legal or judicial requirement; provided that the party required to disclose Confidential Information pursuant to any such requirement shall use commercially reasonable efforts to provide written notice to the Disclosing Party sufficient to permit the Disclosing Party to contest such disclosure, and shall only disclose such information that, in the opinion of counsel, is required to satisfy such compelled disclosure.
- d. Any and all uses of a Disclosing Party's Confidential Information except to the extent permitted under Section 6(b) of this Agreement shall be subject to advance review and approval by the Disclosing Party, and may be refused in the Disclosing Party's sole and absolute discretion.
- e. The parties acknowledge that disclosure of some Confidential Information may be governed by various state and federal laws and regulations, and each party hereby agrees to comply with all such laws and regulations, provided that the party compelled to disclose the other party's Confidential Information shall give the other party as much advance notice as is reasonably practicable under the circumstances so as to permit such party to take commercially reasonable actions at its own expense to prevent disclosure.
- f. In the event of any conflict, the confidentiality obligations set forth herein supersede any prior confidentiality or non-disclosure agreement entered into by the parties.
- g. The provisions of this Section 6 shall survive indefinitely after the termination of this Agreement.

8. INTELLECTUAL PROPERTY OWNERSHIP.

- a. Service Provider acknowledges and agrees that Client is, to the extent it already possesses such right, the sole owner of all right, title, and interest to: any Client Materials and all other information, materials, or property prepared, developed, used, or provided by Client to Service Provider in connection with this Agreement, including, but not limited to [(i) all computer programs and components thereof, if any, including any source code and object code developed

by Client prior to or apart from this SOW; (ii) tools, concepts, methodologies, inventions, patterns, algorithms, techniques and know-how developed by Client prior to or apart from this SOW; (iii) materials created by Client prior to or apart from this SOW, including images, audio files, format and structure of paper deliverables; (iv) Client-branded keywords, copy, product name or classification, taxonomy, page hierarchy, pricing, promotions, designs, logos, and layouts; and (v) Client-owned URLs. Nothing under this SOW will be considered to grant ownership in the foregoing Client Materials to Consultant].

- b. [All documents produced by the Service Provider under the Agreement are instruments of service and the Service Provider shall be considered their author and shall own and retain the copyright in them. The Client shall be entitled to own a copy of such documents and upon payment in full shall have a non-exclusive license to use, copy and reproduce them solely for its internal business use in connection with the Services ("Deliverables").] Deliverables shall be deemed approved by Client upon receipt by Service Provider absent written rejection within two (2) calendar days of delivery.
- c. Service Provider has created, acquired, or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire, or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and other materials and know-how, together with all, trademarks, service marks, patents and copyrights authored by Service Provider (collectively, the "Service Provider Technology"). To the extent that Service Provider uses any of the Service Provider Technology in connection with the performance of its Services, Service Provider shall retain all right, title, and interest in and to such property, and, except for a non-exclusive, non-transferable, non-sublicenseable license expressly granted hereby, Client shall acquire no right, title or interest in or to the Service Provider Technology. Nothing herein shall be construed to restrict, impair, or deprive Service Provider of any of its rights or proprietary interest in the Service Provider Technology. Any rights not granted by Service Provider under this Agreement are expressly withheld and reserved to Service Provider.
- d. Client represents and warrants that it will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such Service Provider Technology.

9. ANNOUNCEMENTS. Service Provider may use Client name, logo and/or trademarks in published lists of its clients, marketing communications, sales presentations, on Service Provider's website and as expressly authorized in any applicable SOW. Service Provider will seek approval from Client for any additional uses.

10. INDEPENDENT CONTRACTOR. Client and Service Provider agree that Service Provider is an independent contractor and that, except as expressly permitted in any SOW to this Agreement, this Agreement is not intended to create an agency, employer, partner, or joint venture relationship of any kind between the parties.

11. ASSIGNMENT. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether or not this Agreement is expressly acknowledged in any instrument of succession or assignment. Service Provider may not assign this Agreement without the prior written permission of Client. Service Provider may delegate and subcontract its performance of Services hereunder in part, but not in whole, without consent, provided that it remains directly responsible for

performance of subcontractors and delegees. For clarity, many of Service Provider's personnel are engaged as independent contractors, and Service Provider remains responsible for all such work.

12. NOTICE. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Service Provider and Client shall be addressed to the address for such party as provided below or to such other address, as such party shall designate in writing to the other from time to time.

13. WAIVER AND SEVERABILITY.

- a. Either party's waiver of or failure to exercise any right provided in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- b. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such invalidity, illegality, or unenforceability, and the validity, legality, and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

14. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, without reference to its conflict-of-laws principles. The Parties shall resolve any difference or dispute arises out of this Agreement by way of negotiations. If such negotiation process fails, then all disputes arising from or related to this Agreement shall be resolved by confidential arbitration only. The arbitration proceedings shall be conducted in North Carolina in English language and in accordance with the rules of the United States Chamber of Commerce.

15. ACT OF GOD/IMPOSSIBILITY. Notwithstanding the foregoing and subject to subpart (e) to Section 4 of this Agreement, either party may cancel this Agreement without penalty if any event or events beyond its reasonable control prevent performance or make it commercially impracticable, illegal or impossible for more than thirty (30) consecutive days. These events may include, but are not limited to, acts of God, war, terrorism, civil disorder, government regulation, or disaster, pandemic, fire, flood, severe weather, and earthquake.

16. INTEGRATION. This Agreement, including any and all SOWs hereto, constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. No custom, industry standard, or course of dealing between the parties shall in any way vary or alter the terms and conditions of this Agreement. By signing this Agreement, Client agrees that Service Provider is contracted to carry out the work detailed and set forth in any SOWs to this Agreement.

17. COUNTERPARTS. This Agreement may be separately executed in several counterparts, all of which together shall constitute one agreement, notwithstanding that all signatories have not signed the same counterpart. For purposes of this Agreement, facsimile or electronic (.pdf) copies shall be deemed originals.

18. USE OF DATA. In connection with performance of the Services and the discharge of its other

obligations under this Agreement, Service Provider may collect and store information regarding Client and Client's business to the extent reasonably necessary to perform the Services and carry out management of its business. In addition, Service Provider may use, publish, sell, distribute or otherwise commercialize any data or other information obtained in performance of the Services without accounting for any profit derived therefrom, provided that, unless Client otherwise consents, such data is aggregated with information relating to other customers of Service Provider or information derived from other sources in a manner reasonably designed to prevent attribution to or identification of such data with Client.

19. SURVIVAL. Each party's representations, warranties, indemnification obligations, and confidentiality obligations, the provisions regarding ownership, and all other clauses under this Agreement which by their nature are intended to survive shall survive the expiration or termination of this Agreement.

20. NEITHER PARTY TO BE CONSIDERED THE DRAFTER OF THIS AGREEMENT. Neither Service Provider nor Client shall be considered to be the drafter of this Agreement or any of its provisions for the purposes of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

21. AUTHORITY TO EXECUTE. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement together with any SOW entered into in connection herewith and to legally bind their respective entities or agencies as set forth in this Agreement.

22. NON-SOLICITATION. Client shall not, without prior written consent, during the Initial Term, the Term, or any subsequent Term of this Agreement, and for a period of twenty-four (24) months immediately following the termination, cancellation, or expiration of this Agreement, either directly or indirectly, recruit any of Service Provider's employees, independent contractors or agents for any purpose. [Any consent by Service Provider may be granted, conditional upon the payment of a finder's fee by Client equal to thirty (30%) percent of any worker's anticipated maximum annual compensation during the first year of engagement (including any and all discretionary or performance bonuses and incentives to which such worker may be entitled or earn, whether or not payable within the first year of engagement). This fee must be confirmed in writing by Service Provider and Client, and mutually agreed upon prior to worker, directly or indirectly, providing any services for, or entering into any relationship with, Client, Client's affiliate or any third party.] The parties acknowledge that a breach of any provision of this Section by each other would cause irreparable injury or damage, that it would be difficult to calculate damages for breach of this Section and that the non-breaching party will not have an adequate remedy at law. Therefore, the parties agree to and do hereby waive any claim that the non-breaching party has an adequate remedy at law, and the parties further agree that the non-breaching party shall be entitled, if it so elects, to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary, preliminary, and/or permanent injunctive relief to enforce any provision of this Section without the necessity of proof of actual injury or damage, and without the necessity of posting a bond or any other security. The parties further acknowledge that if the non-breaching party prevails in any litigation regarding this Section of the Agreement, it shall be entitled to recover its costs, expenses and reasonable attorneys' fees incurred in enforcement of this Section of the Agreement.