

## 1. Term

This Master Services Agreement sets forth the terms under which Client and RITHOM CONSULTING LLC (referred to as "Rithom") will commence on the Effective Date of Quote, Order, or Statement of Work (collectively, "Statement of Work") executed and will continue until termination is submitted by Client and a current SOW/Quote is not currently deemed active by either Party.

## 2. About Rithom Consulting

Rithom Consulting breaks the mold of consultancy from expensive, time-consuming, and the culture of throwing bodies at problems to that of one based on agility, productivity, education, and execution. Our clients are our best marketing effort, where success is the ultimate goal. Replacing the traditional role of a Rithom with a model of partnership, flexibility, enablement, and education.

Unlike other consulting firms, we place an immense value on our Client's success, from quickstarts with a few users to our larger, enterprise customers that have thousands of users. We don't believe in staffing large teams or swapping resources. We act as an extension of our Client's staff starting in the sales cycle, providing realistic expectations, advice and occasionally being honest when our model might not be the best fit for their organization to achieve success.

Our clients range from small businesses to Fortune 100 companies across many industries, including Financial Services Industry. Many of our clients start the journey with Rithom Consulting and Salesforce as part of a quick start, involving configuration, data migration, and product support. We guide them through a process of crawling before walking, and we work with them in later phases to customize their application with integrations and custom development. Our ultimate concern is providing the best end-product, and we do so through a trusted methodology.

## 3. Statement of Work or Quote Engagement

Client and Rithom will complete an SOW or Quote that describes the services to be performed, the deliverables to be provided to Client by Rithom, and the fees to be paid by Client to Rithom for the successful performance of the Services for each project as defined in the applicable SOW or Quote (each individually, a "Project").

Each SOW must be signed by both parties to be effective and enforceable and will be subject to and governed by the terms and conditions of this Agreement except to the extent explicitly agreed by the Parties otherwise. Each SOW will describe in reasonable detail the Services and Deliverables (as defined herein) to be provided and when and where such will be performed.

Each SOW will list all fees to be invoiced for the project (s) and Services described in each SOW ("Project Fees"). In the event of a conflict between this Agreement and any SOW, the terms of the applicable SOW will prevail only as it pertains to work and services undertaken pursuant to that specific SOW. Any changes to this Agreement intended to have a general effect shall only be made by an Amendment to this Agreement signed by both parties.

## 4. Understanding Project Fees and Charges

**Fees and Charges.** Delivery of items will be measured by the Hours consumed by Rithom on the implementation of each item listed in the SOW. Hours provided in the SOW are estimated for the purpose of budgeting the project. Hours may be more or less than the estimated value. Project Management and an active review of hours will be managed by all parties to keep the budget on track.

**Invoice.** Rithom will invoice on a scheduled frequency, established in the SOW or Quote.

- Invoices will be submitted on the last business day prior to the normal invoicing date
- Invoices will be due on the last business day prior to the normal invoice due date
- All Invoices will be due NET7, based on calendar days unless otherwise agreed upon in SOW or Quote payment terms

**Terms.** If payment is not received and more than one invoice is Open / Unpaid, Rithom will put the project on hold until payment received or alternative options have been agreed upon by both parties.

**Late Fees.** To encourage on-time payment, the following schedule will apply to all invoices that are not paid on or within the due date, including a reasonable +5 days for the mailing process.

- An invoice will be considered late 5 days after the Due Date (defined by the NET terms agreed upon)
- An invoice that is considered late will immediately have a 3% of the invoice amount fee applied to the invoice
- For each subsequent period of 30 days that the invoice is overdue, an additional 3% fee will be applied to the invoice.
  - Example -- NET7 Terms, with a Due Date of 2/1/2020
    - 3% fee applied on 2/6/2020
    - 3% fee applied on 3/1/2020
    - 3% fee applied on 4/1/2020
    - (etc. until payment is received)

**Payment by Credit Card.** If the Client requests to pay by Credit Card, Rithom will provide information and a pay now link. Rithom will apply a 3% convenience fee to all Credit Card transactions.

**Dispute of Charges.** In the event of a good faith dispute with regard to an item appearing on an invoice, Client shall pay all undisputed invoice items in accordance with the Payment terms defined and will be subject to all applicable late fees. Rithom shall have the right to withhold the Deliverable, including the project on hold, while the parties attempt to resolve the disputes, and payments are received.

## 5. Obligations of the Client

**Access.** The Client will provide Rithom access to materials and personnel necessary for Rithom to perform its obligations under any SOW.

**3rd Party Applications.** The Client will procure, if required, and provide access to all 3rd Party Applications that may be required as part of services to be completed by Rithom.

**Response.** The Client will work cooperatively with Rithom in receiving, inspecting, approving, and accepting the Deliverables and Services. The Client will not unreasonably withhold or delay any consent, approval, or Acceptance required by any SOW. The Client will perform its obligations in compliance with applicable laws, regulations, and ordinances.

## 6. Modification of Scope

**Requesting Scope Modification.** During the project, if a Party wants to alter, modify, expand or change the scope of any SOW or any provision of such SOW, that Party will request such Modification by requesting a Change Request of the Rithom Project Manager detailing the Modification (s) and all other information necessary to enable the Parties to implement the Modification (s).

**SOW Amendment Processing.** Rithom will provide impact, if any, of time and cost the Modification will have on the agreed SOW. Once the Agreement is reached and approved by both parties, the SOW will be amended with the parameters of the Modification.

## 7. Support and Ad Hoc Requests

Clients may reach out to Rithom for professional opinions or assistance on the applications that fall outside of the current SOW. Requests made that require less than 3 hours of work will be accommodated by Rithom at the current SOW rate. If no SOW's are currently open, Rithom will utilize the rate of the most recent SOW. If no recent SOW or Quote has been engaged in by both parties, Rithom will bill at \$175 per hour for services provided.

## 8. Termination

**Termination.** Client and Rithom shall have the right to modify, reject, or terminate any SOW and any related work in process with fifteen (15) days written notice to the other Party. In the event either Party terminates the SOW prior to completion of Services, the Client shall pay Rithom the fees due under the SOW with respect to Services completed as of the date of termination. Rithom will retain all non-refundable deposits. Any amount due for services performed by Rithom above the deposit will be billed to Client, and Client shall promptly pay. Upon settlement of funds due to Rithom, all Client provided materials will be returned to Client and all completed and in-progress work materials will be transferred to Client.

**Notification.** All notices required or otherwise sent under this Agreement must be in writing and delivered via: (i) email and concurrent notice sent via certified mail, return receipt requested, (ii) certified mail (return receipt requested) or (iii) nationally recognized overnight courier with package location and delivery tracking capabilities. Notice shall be deemed to have been given upon receipt thereof, as evidenced by the applicable documentation (electronic receipt for email, return receipt for mail, or receipt records of the courier). The notice must be addressed to the respective parties hereof using the following addresses:

	or	
<b>With a copy to:</b> Client dba Name Attn: Billing or Executive Contact Billing Address that Rithom has on File		<b>With a copy to:</b> Rithom Consulting, LLC Attn: Robert Diefenderfer 9125 Raintree Lane Charlotte, NC 28277
A Party may change its address at any time provided that it gives the other Party notice of such change in compliance with this provision.		

**Effect of Expiration or Termination.** Rithom will do the following upon the expiration or termination of this Agreement or any SOW: (i) stop performing Services on the affected project (s); (ii) deliver to Client each completed Deliverable together with each Deliverable in process on all affected Projects; (iii) return or, upon Client's request, destroy and verify the destruction of all Client Confidential Information except for such Confidential Information as is necessary for ongoing Projects.

**Payment.** All work completed prior to communication of termination will be paid in full by Client to Rithom according to the terms provided in this document.

## 9. Representations

**Rithom's Representation.** The company represents that any materials used in the Deliverable will not knowingly (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance, or regulation.

**Client's Representation.** Client represents that any materials provided to Rithom by Client for incorporation into the Deliverable will not (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance, or regulation.

## 10. Indemnification

The Client will defend, indemnify and hold Rithom harmless from any and all claims, losses, liabilities, damages, expenses, and costs (including attorneys' fees and court costs) arising from or relating to any claims regarding elements or materials provided by Client and incorporated into the Deliverable.

## 11. Limitation of Liability

Rithom will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall Rithom's aggregate liability under this Agreement exceed the fees paid to Rithom.

## 12. Compliance

**Compliance with Laws.** Each Party shall perform all of its obligations under this Agreement in compliance at all times with applicable foreign, federal, state, and local statutes, orders, and regulations, including those relating to privacy and data protection.

**General.** Neither Party may assign this Agreement without the prior written consent of the other Party, and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified above. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly authorized company representative authorized to bind the company to its terms and services, and no consent from any third party is required.

**Choice of Law.** This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of; the State of North Carolina and the applicable federal law of the United States without regard to conflicts of laws provisions thereof, for all customers whose principal place of business is not in the State of North Carolina.

**Agreement to Arbitrate.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the jurisdiction whose choice of law applies to this Agreement as set forth above unless another location is mutually agreed upon by the parties. Any party and/or its witnesses may elect to appear and participate in any such arbitration virtually by remote video platform that is acceptable to, and subject to any rules and regulations of, the arbitrator. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the law of contracts, and preferably also in information technology, and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual acting as an arbitrator who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

## 13. Entire Agreement

This Agreement, together with the Statement of Work issued hereunder, comprises the entire Agreement between the Parties and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, purchase orders, and understandings by or between the Parties. This Agreement may be amended or modified only in a written amendment or addendum signed by both Parties.