

MASTER AGREEMENT FOR STAFF AUGMENTATION SERVICES



THIS AGREEMENT FOR STAFF AUGMENTATION SERVICES (“Master Agreement”) made this _____ day of _____, 20__ is by and between SSOE, Inc., an Ohio corporation with offices in Toledo, OH (hereinafter called “SSOE Group”), and _____, an _____ corporation located in _____ (hereinafter called “Service Provider”).

WHEREAS SSOE Group desires to utilize the services of the Service Provider for Staff Augmentation services, as the need arises and;

WHEREAS the Service Provider is engaged in the business of providing selected professional and other services to its clients to meet their specific requirements, and possesses the necessary skills, experience and personnel to provide services under this Master Agreement, and

WHEREAS the Service Provider is willing and prepared to furnish its services pursuant to this Master Agreement;

NOW, THEREFORE in consideration of the mutual promises contained herein, SSOE Group and the Service Provider agree as follows:

ARTICLE 1– Definitions

Staff Augmentation – Use of the Service Provider’s employees to supplement SSOE Group personnel, and who typically perform services under the direction and supervision of SSOE Group, primarily at either a SSOE Group, Client, or Owner’s location.

Client – The entity which SSOE Group has or proposes to have an agreement with to provide services under a project.

ARTICLE 2 – Master Agreement Intent and Contents

This Master Agreement shall establish the roles, relationship, rates, terms and conditions related to the use of the Service Provider to provide the services described herein. This Master Agreement shall not authorize the Service Provider to provide any specific Staff Augmentation personnel. Such authorization shall only be provided through the issuance of a purchase order or sub-contract supplemental to this Master Agreement.

The Master Agreement shall consist of the terms herein and the following documents:

- The Service Provider’s Certificate of Insurance;
- The Service Provider’s rate schedule.

ARTICLE 3 – Use of SSOE Group Purchase Order Or Sub-Contract

The services of the Service Provider shall be authorized only through the issuance of a purchase order or sub-contract issued by SSOE Group. The purchase order or sub-contract shall identify the scope of Staff Augmentation Services, the individual(s) to be furnished, the department funding identification, as well as the not-to-exceed value for the services.

ARTICLE 4 – Services Provided

The Service Provider’s assigned employees shall perform the services under the supervision of SSOE Group. The services shall be provided with the level of expertise and knowledge of similarly situated professionals operating under the same or similar conditions in the locale where the services are performed, with the ethical or legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of the profession, or as other professionals in the same discipline would in the same or similar circumstances. Unless authorized otherwise by SSOE Group, the Service Provider shall communicate only with SSOE Group and shall have no communications with the SSOE Group Client.

ARTICLE 5 – Service Provider’s Responsibilities

The Service Provider shall have the sole responsibility to counsel, discipline, review, evaluate, set the pay rates of, and terminate its employees assigned to SSOE Group. The Service Provider assumes full responsibility for all applicable statutory or federally required insurance and contributions, taxes and assessments with respect to its employees under all applicable federal, state and local laws (including withholding from wages of employees where required). The Service Provider further agrees that it will comply with all other applicable federal, state or local laws or regulations applicable to the Service Provider as an employer regarding compensation, hours of work or other conditions of employment.

The Service Provider shall pre-screen, interview and test the individuals who shall provide the Staff Augmentation services. The Service Provider agrees that the cost of any pre-assignment screening required by SSOE Group shall be paid by the Service Provider. It shall be the responsibility of the Service Provider to notify SSOE Group of adverse information contained in pre-screenings prior to placement at SSOE Group.

All personnel who are to be proposed as Staff Augmentation shall satisfactorily undergo the following pre-screening requirements:

- personal credit report;
- motor vehicle report;
- verification of education;
- verification of professional licensing (if applicable);
- verification of social security number;
- criminal conviction report by county (7 year);
- 5-panel urine drug test (testing for amphetamines, opiates, cocaine, marijuana, phencyclidine)

ARTICLE 6 – Compensation and Payment

Compensation for the services provided by the Service Provider and reimbursable expenses authorized by SSOE Group shall be established in the purchase order or sub-contract authorizing the specific services of the Service Provider, based on the positions and hourly rates provided by the Service Provider for Staff Augmentation services which are included as a part of this Master Agreement. The purchase order or sub-contract value shall not be exceeded except through a written amendment issued by SSOE Group. Unless otherwise agreed in writing, the purchase order or sub-contract value includes all federal, state, local sales, use excise, and other taxes of a like nature which the Service Provider may be required to collect or pay with respect to the services provided.

Invoices shall be submitted on a monthly basis for the work performed and expenses incurred for that month. A separate invoice shall be submitted for each purchase order or sub-contract outstanding. For services performed on an hourly basis, the Service Provider shall submit to SSOE Group an itemized invoice which shall document the name and classification of employee, the number of hours worked, rate per hour and the project or department worked during the billing period. Invoices must be accompanied by an SSOE Group timekeeping report for reconciliation purposes.

Invoices are to reference the purchase order number on the invoice, and be submitted to:

SSOE Group
Attn: Accounts Payable
1001 Madison Ave.
Toledo, OH 43604

Invoices for authorized expenses shall include receipts for all expenses.

Payment shall be made net thirty (30) days following receipt of a properly completed and submitted invoice.

ARTICLE 7 – Alterations and Notification

The Service Provider may be ordered in writing by SSOE Group to make changes in the services within the general scope of this Master Agreement or a related purchase order or sub-contract, consisting of additions, deletions or other revisions. Such changes shall not invalidate this Master Agreement or the related purchase order or sub-contract. No alterations or amendments to the affected agreement may be made except through the issuance of a written Change Order signed by both SSOE Group and the Service Provider. The Service Provider shall not be entitled to compensation for initial or additional services performed without the prior issuance of a purchase order or sub-contract, or Change Order.

Any and all notices herein provided or provided by law and any modification, amendments or other communications necessary or incidental to the performance of the Master Agreement shall be sufficient and in full compliance with the provisions of the Master Agreement if given by or to the respective parties as follows:

SSOE Group

Attn: _____
1001 Madison Ave.
Toledo, OH 43604
Ph: 419-255-3830
FAX:419-255-6101

Vendor/Consultant

Attn: _____

Ph: _____

ARTICLE 8 – Term and Termination

It is understood and agreed that SSOE Group reserves the right to terminate portions of the Master Agreement or the entire Master Agreement, or any purchase order or sub-contract or portions of such at any time, even though the Service Provider may not be in default. In the event of early termination by SSOE Group for reasons other than non-performance by the Service Provider, SSOE Group shall pay the Service Provider for any authorized labor expended and non-cancelable, non-transferable expenses incurred to the date of termination which exceed payments made by SSOE Group to date. The Service Provider shall make every attempt to mitigate expenses incurred to date of termination and in no event shall such expenses and commitments exceed the total compensation set forth in the purchase order or sub-contract.

The term of the Master Agreement shall be two (2) years, unless notified in accordance with other provisions herein contained. In the event the Master Agreement must be terminated by the Service Provider prior to expiration of the term, a written notice shall be provided by the Service Provider to SSOE Group thirty (30) days prior to the termination of services, however, the Service Provider shall remain responsible and liable for the performance of services under any outstanding purchase orders or sub-contracts. The Master Agreement may be extended by written change order if terms are mutually agreeable to both SSOE Group and the Service Provider.

ARTICLE 9 – Independent Contractor

The Service Provider agrees that, for all purposes and under all circumstances, the Service Provider is an independent contractor, and nothing contained herein or in any purchase order or sub-contract or purchase change order shall be construed to create the relationship of principal and agent, or employer and employee, between the Service Provider and SSOE Group. None of the Service Provider's employees shall at any time represent themselves as an employee of SSOE Group. The Service Provider agrees to conduct himself/herself/itself in a manner consistent with that of being an independent contractor in the performance of its services, including but not limited to:

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- counsel, discipline, review, evaluate, set the pay rates of, and terminate its employees assigned to SSOE Group;
- the filing and payment of any and all applicable statutory or federally required insurance and contributions, state and local income and self-employment taxes, unemployment taxes, workers' compensation premiums, and assessments with respect to its employees under all applicable federal, state and local laws (including withholding from wages of employees where required), and;
- payment of all applicable license fees, registration fees, insurance premiums, et al.

The parties agree that SSOE Group is engaging the Service Provider, hereunder, to perform a particular service and/or achieve a particular result. The Service Provider hereby agrees to hold SSOE Group harmless from any claims that the Service Provider, as a common law or statutory employee, would have against SSOE Group if it could be determined, for any reason, that as a result of the Service Provider's actions or lack thereof that the relationship between SSOE Group and the Service Provider is other than that involving an independent contractor. The Service Provider agrees to reimburse SSOE Group for any cost or expense associated with any action or inaction on the Service Provider's part that may cause employment-related liability to accrue against SSOE Group, including but not limited to failure to pay any or all federal, state or local taxes associated with being an independent contractor. Further, The Service Provider agrees to indemnify SSOE Group for any unemployment tax, workers' compensation premiums, and other payroll taxes assessed against an employer, with interest and penalties, if any, that may be assessed by any government agency with respect to determination that the Service Provider's employment status with SSOE Group is other than that being an independent contractor.

The Service Provider certifies that all services provided and/or labor under this Master Agreement and all fees charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth at 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal employment opportunity), 60-1.40 (affirmative action compliance program), 60-1.8 (non-segregated facilities), 60-250.4 (employment of veterans), 60-741.4 (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety.

Furthermore, and to the extent applicable, the Service Provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Acceptance of any purchase order constitutes certification of compliance by the Service Provider to SSOE.

The Service Provider shall also comply with all laws and regulations applicable to the Service Provider employees, including but not limited to the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Americans with Disabilities Act of 1990. The Service Provider also agrees that it will comply with all record keeping requirements in accordance with applicable laws and regulations and will make the following records available for review by SSOE Group upon request:

- any and all costs associated with providing a reasonable accommodation to the Service Provider employee will be the responsibility of Service Provider, and;

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- Service Provider also agrees to notify SSOE Group of status and strategies of managing any Worker's Compensation claims resulting on SSOE Group's premises or as a result of work being performed on behalf of SSOE Group.

The Service Provider shall at all times comply national and international laws governing export and import control and ethical business practices. The Service Provider shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.

The Service Provider's signature on this Master Agreement constitutes certification of compliance by the the Service Provider to SSOE Group with respect to the above.

ARTICLE 10 – Confidentiality

This Master Agreement, all purchase order or sub-contracts and Purchase Change Orders, as well as the Prime Agreement is Confidential Information.

SSOE Group is prepared to furnish the Service Provider and its directors, officers, employees and representatives (collectively, "Representatives") with certain information which is either confidential, proprietary or otherwise not generally available to the public to assist the Representatives in providing the Staff Augmentation services under the Master Agreement. As a condition to furnishing you such information, the Representatives agree as follows:

Definition of "Confidential Information". The term "Confidential Information" means all information, written and oral which is furnished to the Service Provider or its Representatives by SSOE Group or the Client which concerns SSOE Group or the Client unless the recipient can establish that such information is generally available to the public. Any Confidential Information furnished to the Service Provider or its Representatives by a director, officer, employee or representative of SSOE Group or the Client shall be deemed for the purposes of this Master Agreement to be furnished by SSOE Group or the Client. Notwithstanding the foregoing, information which is or becomes generally available to the public other than as a result of a disclosure by the Service Provider or its Representatives will not constitute Confidential Information for the purposes of this Master Agreement. The mere availability of data included in the subject matter hereof shall not constitute general availability to the public.

Non-disclosure of Confidential Information. The Confidential Information will not be used other than in connection with the purpose described above, and will be kept confidential by the Representatives. Confidential information may be disclosed only, (a) to such Representatives as need to know the Confidential Information for the purpose described above, and (b) only in strict accordance with the Notice of Attempts to Compel Disclosure, as stated below. Such Representatives shall be informed by the Service Provider of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Master Agreement as a condition of receiving the Confidential Information. In any event, the Service Provider shall be responsible for any breach of the requirement regarding the non-disclosure of Confidential Information by any of its Representatives. Neither the Service Provider nor any of its Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by the Contract, and the Service Provider will use its efforts, and cause each of its Representatives to whom Confidential Information has been disclosed to use his or her efforts to safeguard the Confidential Information from unauthorized disclosure or use, which shall at a minimum be the same level of effort which the Service Provider and its Representatives use to protect its own confidential information. The term "person" as used in this Master Agreement shall be broadly interpreted to include without limitation any individual, corporation, company, partnership or other entity.

Non-disclosure of Discussions. Without the prior written consent of SSOE Group, The Service Provider will not, and will direct its Representatives not to disclose to any person the fact that the Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.

Notice of Attempts to Compel Disclosure. If the Service Provider or its Representatives are requested or required to disclose any Confidential Information, The Service Provider will promptly notify SSOE Group of such request or requirement so SSOE Group may seek an appropriate protective order or waive compliance with provisions of the Master Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Service Provider or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Service Provider may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. The Service Provider shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by the Service Provider or its representatives and not otherwise permitted by this Master Agreement. The Service Provider will assist SSOE Group in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.

No Warranty of Accuracy. SSOE Group has endeavored to include in the information furnished materials believed to be reliable and relevant for the purpose of Service Provider's evaluation, however neither SSOE Group, nor any of their directors, officers, employees or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement, neither SSOE Group, nor any director, officer, employee, representative or agent of SSOE Group shall have any liability to Service Provider or its representatives. For the purposes of this section, "information" is deemed to include all information furnished by SSOE Group to Service Provider, whether or not Confidential Information as defined in proceeding section.

No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Service Provider's employees will be required to sign SSOE Group's Agreement Relating to SSOE Group's and Clients' Trade Secrets, Inventions and Discoveries, as well as any project specific confidentiality/non-disclosure agreements.

ARTICLE 11 – Intellectual Property

Any information, inventions, innovations, ideas, discoveries and/or products (whether or not copyrightable or patentable), suggestions, communications, data, reports and results, manuals and computer discs conceived, derived, reduced to practice, made or developed by the Service Provider as a result of the Service Provider's services under this Master Agreement or any related purchase order or sub-contract or Purchase Change Order shall be promptly disclosed to SSOE Group and shall be the sole property of either SSOE Group or the Client. At SSOE Group's request and expense, the Service Provider shall execute such documents and take such other actions as SSOE Group deems necessary or appropriate to assist SSOE Group in obtaining patents, copyrights or other protections or rights in SSOE Group's name covering any of the foregoing. The Service Provider expressly agrees that any work performed under the terms and conditions of this Master Agreement is Specially Commissioned Work and/or Work Made for Hire, and the Service Provider shall derive no interest in or to such work. The Service Provider shall obtain full releases from all other parties, if any, involved in producing the work. In the event that it is determined by a judicial body that this is not a Specially Commissioned Work and/or Work Made for Hire, The Service Provider shall assign any and all right, title and interest in

the work to SSOE Group, the Client or the Owner without further compensation. The Service Provider's obligation hereunder shall survive the termination of this Master Agreement.

All designs, ideas, drawings, sketches, specifications, calculations, bills of material, data sheets and all material delivered to the Service Provider or which has been developed by the Service Provider shall be the exclusive property of SSOE Group or the Client, and must be delivered to SSOE Group upon request.

ARTICLE 12 – Insurance, Indemnification and Bonds

The Service Provider will defend, indemnify and hold harmless SSOE Group and its subsidiaries, or any related entities, directors, officers, employees, representatives, successors, and assigns from and against claims, suits, liabilities, damages and expenses (including reasonable attorneys' fees), as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the Service Provider's or its sub-contractors' negligent act, error or omission. The obligations and duties contained in this Article will survive the completion of services and/or termination of the Master Agreement, purchase order or sub-contract.

During the term of this Master Agreement, any purchase order or sub-contract issued under the Master Agreement, and any extension thereof, the Service Provider shall carry the insurance described below, with insurers satisfactory to SSOE Group. The Service Provider must obtain the required insurance through carriers rated at least "A-" by AM Best and shall submit to SSOE Group certificates from the insurers that such insurance is in effect. These certificates shall state policy numbers, dates of expiration, limits of liability and special endorsements, and provide that the insurance will not be cancelled or materially changed without mailing written notice to SSOE Group at least thirty (30) days prior to the effective date of such cancellation or material change. In addition, SSOE Group and its parents and affiliated companies shall be included as additional insureds in all policies except Workers' Compensation.

- Workers' Compensation and Employers' Liability Insurance as provided by the states in which the Services are provided:
 - Workers' Compensation as required by law, and;
 - Employers' Liability with the following minimum limits:
 - \$1,000,000 – each accident
 - \$1,000,000 – disease – policy limit
 - \$1,000,000 – disease – each employee
- Comprehensive general liability insurance against all hazards (including contractual liability insurance against the liability assumed by the Service Provider under the Indemnification contained herein), with the following minimum limits of liability:
 - Bodily Injury (including death) on an occurrence form;
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - Property damage on an occurrence form;
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- Comprehensive automobile liability insurance against liability arising from the maintenance or use of all owned, non-owned and hired automobiles and trucks with the following minimum limits of liability:
 - Bodily Injury:
 - \$1,000,000 per person
 - \$1,000,000 per accident
 - Property Damage:
 - \$1,000,000 per accident

The limits indicated above for comprehensive general and automobile insurance policies are the minimum limits required by this Master Agreement, and may be achieved through the combination of primary and excess/umbrella insurance. The Service Provider shall provide an alternate employer endorsement to its policies of Workers Compensation Insurance and

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Employers Liability Insurance for the Service Provider's employees performing Staff Augmentation services to SSOE Group under this Contract. SSOE Group shall be identified as the alternate employer on the endorsement under the Service Provider's Workers Compensation and Employers Liability Insurance policy.

The Service Provider or the Service Provider's insurance provider shall reimburse SSOE Group for the benefits required by the workers compensation law if the Service Provider or the Service Provider's insurance provider is not permitted to pay the benefits directly to the person(s) entitled by them.

The insurance afforded by this endorsement is not intended to satisfy SSOE Group's duty to secure its obligations under the workers compensation law.

Neither the Service Provider nor the Service Provider's insurance provider shall contact or request of SSOE Group's insurance provider(s) to share with the Service Provider or the Service Provider's insurance provider a loss covered by the endorsement. SSOE Group shall be included as additionally insured under the Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and primary/excess insurance policies.

The Service Provider shall furnish to SSOE Group a Certificate of Insurance signed by an authorized representative of the Service Provider's insurance underwriter, giving evidence of such insurance in a form acceptable to SSOE Group; it being understood, however, that the Service Provider shall, upon request of SSOE Group, furnish a copy of each insurance policy certified by an authorized agent of the insurance company. If such policies are cancelled or changed so as to reduce the insurance coverage, written notice by Registered Mail of such cancellation or change shall be delivered to SSOE Group at least thirty (30) days prior to the effective date of such change or cancellation. The Completed Operations coverage requirements stated hererin shall be maintained in effect for at least one (1) year following completion of the work.

If the Service Provider fails to procure or maintain any such insurance, SSOE Group may at its option without being required to do so, procure and maintain such insurance at the Service Provider's expense, and charge and collect the premium therefore from the Service Provider, but SSOE Group shall not be responsible for any such insurance obtained.

The acceptance by SSOE Group of Certificates of Insurance shall in no event be deemed to be a waiver of any other provisions of this agreement. It is further understood that the indemnity granted herein by the Service Provider shall not be restricted by the limits of insurance coverage required herein.

The Service Provider shall require its insurance carriers to waive any rights of subrogation against SSOE Group. The Service Provider's insurance shall be primary insurance with respect to the interest of SSOE Group, and any other insurance maintained by SSOE Group is excess and not contributory with the insurance required of the Service Provider.

ARTICLE 13 – Equipment

All equipment and materials (hereinafter referred to as "equipment") supplied to the Service Provider by SSOE Group is the property of SSOE Group and must be returned to SSOE Group immediately upon request. The Service Provider shall have no right to enforce collection of any lien, debt or liability against SSOE Group through the sale, pledging, withholding as collateral, or any other action with respect to the equipment supplied. The Service Provider hereby agrees to return the equipment supplied by SSOE Group to SSOE Group in the same condition as supplied, normal wear and tear excepted. Any such equipment supplied to The Service Provider are designed to supplement equipment to be provided by The Service Provider. SSOE Group shall not be required to reimburse The Service Provider for materials or expenses incurred by The Service Provider in the performance of the services, herein described, unless otherwise agreed to by the parties.

ARTICLE 14 – Assignment

No assignment of this Master Agreement, any related purchase order or sub-contract, or any money due or which may become due under any purchase order or sub-contract shall be made without the written consent of SSOE Group. The Service Provider shall not utilize any subcontractors, nor furnish individuals from any subcontractors without the prior written approval of SSOE Group.

The Service Provider understands and agrees that the Master Agreement shall not be of a sole and exclusive nature. SSOE Group may engage the services of other Service Providers at its sole discretion.

ARTICLE 15 – Audit / Maintenance of Records

The Service Provider shall maintain at all times during the term of this Master Agreement and for a period of three (3) years thereafter, secure locations in which the Service Provider shall post and store all documents and information in its native format created or used by the Service Provider in the performance of the Scope of Services, including but not limited to drawings, spreadsheets, schedules, calculations, specifications and correspondence, or other such documents as SSOE Group may reasonably request, including copies of the Service Provider's invoices, timesheets, expense reports and receipts, as well as payroll and pre-screening records for Staff Augmentation personnel. Such documents and information shall be provided to SSOE Group upon demand for the purposes of audit or for the storage of electronic and printed / paper.

ARTICLE 16 - Severability

If any provision of this Master Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Master Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

ARTICLE 17 – Dispute Resolution

The Service Provider and SSOE Group agree that any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Master Agreement or related purchase order or sub-contract, or the breach thereof ("Dispute") shall prior to the initiation of any of the formal proceedings provided herein be negotiated at the highest levels of the respective organizations in an attempt to resolve the Dispute.

Should these negotiations prove unsuccessful at resolving the Dispute, the Service Provider and SSOE Group agree first to try in good faith to settle the Dispute by mediation. A request for mediation shall be made in writing, delivered to the other party to the Master Agreement. SSOE Group and the Service Provider shall share the mediator's fees, costs, and any filing fees equally. The mediation shall be held in Toledo, OH or in a place as agreed to by SSOE Group and the Service Provider. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any Dispute that has not been resolved either through negotiation between the Service Provider and SSOE Group or by mediation as required herein shall be settled by litigation in a court of competent jurisdiction.

ARTICLE 18 – Compliance

The Service Provider certifies that all items and/or labor under this Master Agreement and all related purchase orders, and all prices charged shall comply with all federal, state and local laws and regulations relative thereto, including but not limited to the Sherman and Clayton Anti-Trust Acts, Robinson-Patman Act, and the Federal Trade Commission Act, and all pricing and safety

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laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Service Provider and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Acceptance of any purchase order constitutes certification of compliance by the Service Provider to SSOE.

The Service Provider shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices. The Service Provider shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.

ARTICLE 19 – Jurisdiction and Venue

The Master Agreement shall be governed and the rights and duties created hereunder shall be interpreted and enforced in Lucas County Ohio according to the laws of the State of Ohio. Service Provider consents to jurisdiction and venue in the state and or federal courts in Ohio, Lucas County, OH for any lawsuit arising from or related to this Master Agreement.

Continued on next page.

ARTICLE 20 – Solicitation and Competition

SSOE Group maintains an active global recruiting campaign, including advertisements, that are not targeted toward any particular firm, but which could result in future contact related to possible employment between SSOE and an employee of the firm executing this agreement.

Consequently, an offer of employment by SSOE to the employee could occur. Neither the recruiting activity, contact or hire resulting from it will be considered a violation of this agreement.

As a result of the nature of the relationships involved in this Contract, during the term of this Contract and for a period of three (3) years thereafter, the Service Provider shall not conduct business with the SSOE Group Client except through an agreement between SSOE Group and the Service Provider. This requirement shall not apply where the Service Provider can demonstrate that it had a prior business relationship with the SSOE Group client prior to the date of this Contract.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be duly executed as of the date first above entered.

SSOE, Inc.

Signature: _____

Signature: _____

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____