

MASTER CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”), effective this [REDACTED] day of [REDACTED], 20[REDACTED] (“Effective Date”), is entered into by and between _____, a [REDACTED] corporation, located at _____ (“Client”), and Goodwood Capital Management, LLC, d/b/a Goodwood Consulting, a Louisiana limited liability company, located at 4750 Bluebonnet Blvd., Suite B, Baton Rouge, Louisiana 70809 (“Consultant”). Client and Consultant each may be referred to individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual agreements, covenants, and undertakings of the Parties herein contained, the Parties hereby agree as follows:

ARTICLE 1. RECITALS

Section 1.1 Consultant offers consulting services in the field of web site development, CRM implementation, marketing and sales process automation and CRM integration (“Services”). The scope of services will be those address on a separate statement of work, which will be governed by the terms of this Agreement.

Section 1.2 The Client desires to retain the Services of the Consultant according to the terms and conditions of this Agreement.

Section 1.3 Consultant represents and warrants that it has expertise and experience that will be valuable in assisting Client with respect to the Services provided.

Section 1.4 Subject to and in accordance with the terms, provisions, and conditions of this Agreement, Consultant desires to provide Client with Services and/or work products as addressed in this Agreement.

ARTICLE 2. SCOPE OF SERVICES

Section 2.1 Statement of Work. From time to time, as requested by Client, during the term of this Agreement, Consultant shall perform for Client services (“Services”) and provide to Client deliverables and other materials (“Work Products”) according to statements of work (“Statement of Work”) agreed to and signed by authorized representatives of Client and Consultant. Work Products shall include deliverables and other materials (including without limitation documents, designs, and drafts) that are originated and prepared for Client by Consultant (either independently or in concert with Client or third parties) during the course of Consultant’s performance under this Agreement. Each Statement of Work, shall incorporate the terms of this Agreement, will set forth the scope, approach, and other matters set forth in this Agreement or that the Parties may otherwise include as applicable.

Section 2.2 Change Orders. Changes to Statements of Work shall be made only in a writing executed by authorized representatives of each Party.

Section 2.3 Reporting. Consultant will submit to Client, from time-to-time (as reasonably required by Client or as otherwise specified in the applicable Statement of Work) during the performance of the Services, written reports regarding the progress of the Services performed, and detailing all required tasks and milestones completed with respect to such Services and any Work Products.

Section 2.4 Incorporation. The terms and conditions of any mutually signed Statements of Work shall be attached hereto and incorporated herein.

Section 2.5 Conflict. In the event of a conflict or ambiguity between any term of this Agreement and a Statement of Work, the terms of this Agreement shall prevail. The terms of this Agreement apply to all Services and Work Products that Consultant may provide to Client.

ARTICLE 3. PAYMENT

Section 3.1 Fees. Consultant shall be compensated for Services as specified in the applicable Statement of Work. No additional amounts shall be chargeable to Client because of taxes or excises, presently or hereafter levied on Consultant.

Section 3.2 Expenses. Subject to any expense limit in the applicable Statement of Work, Client shall reimburse Consultant for all reasonable and necessary out-of-pocket expenses that Consultant may incur in providing the Services under this Agreement. Expenses will be billed as actually incurred and included on monthly invoices. Consultant shall cooperate with Client in an effort to minimize the amount of out-of-pocket expenses incurred by Consultant in connection with this Agreement.

Section 3.3 Invoices. Consultant shall invoice Client for Services as specified in the applicable Statement of Work. Client shall pay amounts payable to Consultant under this Agreement within fifteen (15) days of receipt of invoices submitted by Consultant. In the event that any invoiced items are disputed, the undisputed items shall be paid within the fifteen-day period and the disputed items shall be paid within fifteen (15) days after resolution of the dispute. If Client fails to pay undisputed amounts within fifteen (15) days of receipt of an invoice by Client, Client shall pay interest accrued on such undisputed amount at an interest rate of one and one-half percent (1½ %) per month. Invoices may be paid via ACH/Wire or Credit Card (Credit Card Authorization required).

Section 3.4 Records, Access, and Audits. Consultant agrees to maintain accurate records to substantiate the expenses invoiced hereunder and shall retain those records for one (1) year from the dates of the respective invoices. Consultant shall provide copies of such records to Client upon request.

ARTICLE 4. CONSULTANT'S PERFORMANCE OBLIGATIONS

Section 4.1 Schedule. Consultant shall provide the Services and complete the development, delivery, installation, and testing of Work Products in compliance with the schedule set forth in the applicable Statement of Work. **Time is of the essence in this Agreement.**

Section 4.2 Compliance with Law. Consultant shall comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, those related to employment matters, in performing its obligations under this Agreement. If Consultant performs any of its obligations under this Agreement contrary to such laws, ordinances, codes, and regulations, Consultant shall bear any expense arising therefrom.

Section 4.3 Standard of Performance. Consultant shall provide the Services under this Agreement (a) with the understanding and stipulation that **time is of the essence**, (b) in a competent and diligent manner, and (c) in accordance with the provisions of this Agreement, the applicable Statement of Work, and with accepted industry practice.

Section 4.4 Compliance with Client Policies & Procedures and Approval Requirements. Consultant shall adhere to Client's internal and regulatory policies and procedures and other applicable requirements directed by the Client's Chief Compliance Officer (or designee) and Client's required approval procedures prior to the publishing of any website pages, marketing emails or other digital and/or print marketing and advertising materials. Client shall provide Consultant with necessary instructions to perform its obligations under this Section.

Section 4.5 Security and Access. Consultant will observe Client's business hours, security rules, policies, procedures, and holiday schedule while working on Client's premises, as directed by Client. If Consultant is given access, whether on-site or through remote facilities, to any of Client's computer or electronic data storage systems, Consultant will limit such access to its personnel involved with the Services and will use such access solely to perform the Services. Consultant will not knowingly access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to fulfill Consultant's obligations under this Agreement. All user identification numbers and passwords disclosed to Consultant and any non-public or proprietary information which Consultant may obtain as a result of Consultant's access to and use of Client's computer and electronic storage systems will be deemed to be, and will be treated as, Client's Confidential Information under Article 9. Consultant will immediately remove any of its personnel upon Client's request if, in Client's sole opinion, such person does not comply with Client's security requirements or other rules and regulations applicable to the conduct of Client's employees, or for other good cause.

Section 4.6 User Accounts. Consultant's personnel who are provided User Accounts, or User Account information, may not share such accounts or account information with other persons, unless Client provides express authorization for such sharing of account usage or information.

Section 4.7 Personnel. Consultant's personnel who perform Services for Client shall be fully qualified to perform such Services.

Section 4.8 Accommodations. Client shall supply Consultant with suitable access to Client's personnel to provide information and support reasonably necessary for Consultant to perform the Services. No interest or obligation shall be conferred upon Consultant regarding Client's property beyond the limited right to use such property in connection with performance of the Services.

Section 4.9 Employee Cooperation. Upon the request of Client, Consultant shall cause its personnel providing the Services under this Agreement to execute any covenants or agreements required by Client consistent with Consultant's obligations set forth in this Agreement.

ARTICLE 5. COVENANTS, WARRANTIES, REPRESENTATIONS, AND OBLIGATIONS OF CLIENT

Section 5.1 As an inducement for Consultant to enter into this Agreement and to consummate the transactions contemplated hereunder, Client hereby covenants, agrees, warrants, and represents that:

a. Client has the full right, power, capacity, and authority to enter into this Agreement, to consummate the transactions contemplated hereunder, and to comply with the terms, conditions, and provisions hereof.

b. Client is duly organized and validly existing under the laws of the state of addressed in the initial paragraph of this Agreement and has all requisite power and authority to carry on its business as it is presently being conducted and to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

c. Where Client's approval is required according to a Statement of Work, such approval shall be granted in a timely fashion and shall not be unreasonably withheld.

ARTICLE 6. COVENANTS, WARRANTIES AND REPRESENTATIONS BY CONSULTANT

Section 6.1 As an inducement for Client to enter into this Agreement and to consummate the transactions contemplated hereunder, Consultant hereby covenants, agrees, warrants, and represents that:

a. Consultant has the full right, power, capacity, and authority to enter into this Agreement, to consummate the transactions contemplated hereunder, and to comply with the terms, conditions, and provisions hereof and has the full, complete, and unrestricted right and authority to sell, install, transfer, and deliver the Work Products and provide the Services.

b. Consultant is duly organized and validly existing under the laws of the State of Louisiana and has all requisite power and authority to carry on its business as it is presently being conducted and to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

c. Consultant is not in violation of any term or provision of any charter, bylaw, or mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule, or regulation that could adversely affect the sale, installation, transfer, and delivery of the Work Products or provision of the Services.

d. There are no legal actions, lawsuits, or other administrative or governmental proceedings pending, or to Consultant's knowledge threatened, against Consultant or its business before any federal, state, municipal, or other governmental agency, which actions or proceedings may adversely affect Consultant's ability to perform the obligations under this Agreement, nor is Consultant aware of any facts that might result in any such action, suit, or proceeding against Consultant.

e. Consultant is not in default of any court decree or order or the order of any governmental agency.

ARTICLE 7. WARRANTIES, INDEMNIFICATIONS, AND INSURANCE

Section 7.1 Warranties. Consultant warrants to Client that Consultant's Services and Work Products will substantially conform in all material respects to the technical and functional specifications set forth in the applicable Statement of Work; will be performed in a timely, good, and workmanlike manner and consistent with generally accepted industry standards applicable to consultants experienced in performing services and developing products of a similar scope, type and complexity; and, will be performed in accordance with all applicable statutes, regulations, codes, and ordinances.

Consultant agrees to reperform at no additional cost to Client any Services and Work Products not in compliance with this warranty or with the applicable specifications associated with a particular Statement of Work. Consultant will complete any reperformance of Services and Work Products at no additional cost to Client. If Consultant is unable to correct such a defect after a reasonable period of time, Consultant shall refund the amount paid by Client to Consultant for the Services and Work Products that Consultant is unable to correct.

Section 7.2 Intellectual Property. The Parties acknowledge and agree that Client will hold all intellectual property rights in any final work product deliverable resulting from the Consultant's Services including, but not limited to, copyright and trademark rights. Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client. However, Consultant shall retain the right to, and ownership of, all process, procedures, components, and other developmental aspects of Consultant involved in the creation of a final work product delivered to Client.

Section 7.3 General Indemnification. Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other Party, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors against any and all liability, loss, costs, damages, expenses, claims or actions, arising out of or by reason of any bodily injury or sexual harassment claims as a result of actions of the Party, its employees, agents, representatives or subcontractors, or arising out of or by reason of any act or omission of the Party, its employees, agents, representatives or subcontractors, in the execution, performance, or failure to adequately perform its obligations under this Agreement. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments

(including costs and reasonable attorneys' fees) that may be incurred or rendered against such Party.

Section 7.4 Notice of Indemnity Obligation. If either Party seeks to be indemnified, reimbursed and/or held harmless under the defense and indemnification provisions of this Agreement, such Party shall (i) provide the other Party with prompt written notice of the claim giving rise to such demand, summarizing the allegations giving rise to the claim; (ii) grant the Party to provide the defense and indemnity with reasonable authority and control over the defense and/or settlement of such claim; and (iii) reasonably cooperate with the Party to provide the defense and indemnity and its agents in defending and/or settling such claim at the indemnifying Party's expense. Any Party to whom indemnity is owed shall have the right to participate in the defense and/or settlement of any covered claim by using attorneys of its own choosing at its own expense.

ARTICLE 8. OWNERSHIP AND ACCEPTANCE

Section 8.1 Work Products. Work Products shall be completed by and delivered as defined and described in the specifications, documentation, and descriptions contained in each applicable Statement of Work.

Section 8.2 Ownership of Work Products. Client shall own all right, title, and interest in all final Work Products as provided by law and Consultant disclaims such interests. Consultant expressly acknowledges and agrees that such Work Products constitute "works made for hire" under federal copyright laws (17 U.S.C. Sec. 101 et seq.) owned exclusively by Client, and, alternatively, Consultant hereby irrevocably assigns to Client all of Consultant's rights in such Work Products. Consultant will cooperate and assist Client as may be reasonably necessary to document, secure, or register Client's ownership in the Work Products.

If ownership of any Work Products does not result by operation of law as provided in this Section, Consultant assigns, and shall cause its employees, agents, and Consultants to assign, without further consideration, the ownership thereof, including all associated intellectual property rights inherent therein or related thereto, as necessary. Consultant agrees to perform, upon the reasonable request of Client, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, the Work Products. Consultant shall keep written agreements sufficient to give effect to the terms of this Section with its employees, agents, and consultants who render Services under this Agreement.

Section 8.3 Grant of License. Consultant shall identify on each Statement of Work under this Agreement any and all pre-existing materials that Consultant considers confidential and proprietary in connection with the performance of the Services and provision of Work Products. Consultant will continue to own all right, title, and interest in such identified pre-existing materials. Consultant grants to Client a royalty-free, paid-up, irrevocable, worldwide, perpetual license to use, disclose, copy, modify, distribute and prepare derivative works of any pre-existing materials that may be incorporated into Work Products.

Section 8.4 HubSpot License. The Parties acknowledge and agree that in order for the Consultant to perform Services, the Client may be required to purchase software

subscription(s) from HubSpot, Inc and that such costs and contractual obligations are solely the responsibility of the Client. The Parties acknowledge that the Consultant is part of the HubSpot Partner Solutions Program, and HubSpot, Inc. has agreed to waive the Client's "Onboarding Fee" as a result of the Consultant performing the Services that include onboarding, and Consultant may receive commissions from HubSpot, Inc. as a result.

Section 8.5 Acceptance. Any acceptance criteria and/or performance standards (including, but not limited to, acceptance periods) applicable to Services and/or Work Products ("Acceptance") shall be set forth in the applicable Statements of Work. Unless otherwise specified in the applicable Statements of Work, the Services and/or Work Products shall be deemed to have been Accepted by Client in accordance with the following procedures:

a. Client, with the full cooperation and assistance of Consultant shall review the Services and/or Work Products for a period not to exceed twenty (20) business days from the completion and/or delivery thereof to determine whether the Services and/or Work Products conform to the terms and conditions of the applicable Statement of Work.

b. The Services and Work Products will be deemed Accepted unless Client (i) notifies Consultant in writing within five (5) business days of the completion of the review period set forth in this Section 8.4, that, in its opinion, the Services and/or Work Products are not in conformance with the applicable Statement of Work or that Consultant otherwise breached its warranties under this Agreement, and (ii) provides a written description of any such nonconformities or breach.

c. Upon receipt of a notice under this Section 8.4, Consultant shall correct such defective or nonconforming Services or Work Products at no additional cost to Client. If Consultant is unable to correct a defective or nonconforming Services or Work Products after a reasonable period of time, Consultant shall refund the amount paid by Client to Consultant for the Services or Work Products that Consultant is unable to correct.

ARTICLE 9. CONFIDENTIAL INFORMATION

Section 9.1 To the extent a separate agreement between the Parties regarding nondisclosure of Confidential Information does not already apply, the Parties expressly agree that this Section shall survive the termination or expiration of this Agreement and agree as follows:

a. Client and Consultant acknowledge that in the performance of this Agreement or any discussion, negotiation or bidding related to any potential future engagement under this Agreement, it may be necessary for either Party to disclose certain confidential or proprietary information to the other. Each Party agrees that the Recipient ("Recipient") will use at least the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other Party ("Provider") that is marked or identified as confidential, (ii) oral or visual information identified as confidential at the time of disclosure if in tangible form or other

media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, and (iii) nonpublic information which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential (“Confidential Information”).

b. Confidential Information will not include information that belongs to the Recipient or is (i) or was already known by the Recipient at the time of disclosure and which was not acquired directly or indirectly from the Provider; (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient; (iii) rightfully received from a third party without an obligation of confidentiality; (iv) independently developed by the Recipient without use of the Provider’s Confidential Information; (v) approved by the Provider for disclosure; or (vi) required in the opinion of its counsel to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the Party required to disclose the information, to the extent it is legally able to do so, provides the other Party with timely prior notice of such requirement sufficient to allow the Provider to seek a protective order or other appropriate protections against unauthorized disclosure. If Recipient is so advised by its legal counsel, then Recipient may disclose only that portion of the Confidential Information that Recipient is legally obligated to disclose by law. Recipient shall use its reasonable effort to ensure that such portion of the Confidential Information is treated confidentially and to notify Provider as soon as reasonably practicable of the portion of the Confidential Information so disclosed. Recipient shall not oppose any reasonable action by Provider to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information for which disclosure is sought. In addition, Recipient shall immediately notify Provider of any loss, misuse, or misappropriation of any Confidential Information obtained from Disclosure of which Recipient becomes aware.

c. Each Recipient may use Confidential Information received from the Provider only in connection with this Agreement, and may disseminate such Confidential Information only to persons having a need for access to such Confidential Information in connection with their performance of the Services, and with respect to whom the Recipient takes steps, no less rigorous than those it takes to protect its own proprietary information, but in any event not less than reasonable means, to prevent such persons from acting in a manner inconsistent with the terms of this Section.

d. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the Provider, and the Recipient shall (at the Provider’s election) promptly destroy or return to the Provider any and all copies thereof upon termination or expiration of this Agreement and/or upon the written request of the Provider. Upon the request of the Provider, the Recipient shall certify any such destruction in writing.

e. Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section. Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any

other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section.

f. Nothing in this Agreement shall be construed to limit or prohibit the Recipient from independently creating or developing (or having created or developed for it), or from acquiring from third parties, any information, products, concepts, systems, or techniques that are similar to or compete with the information products, concepts, systems, or techniques contemplated by or embodied in the Provider's Confidential Information, provided that (in connection with such creation, development, or acquisition) the Recipient does not violate any of its obligations under this Agreement. Notwithstanding the foregoing, the Recipient shall not, nor assist others to, disassemble, decompile, reverse engineer, or otherwise attempt to recreate, the Provider's Confidential Information.

Section 9.2 Release of Information. Client agrees that Consultant may utilize Client's name and marks on Consultant's published client lists, on Consultant's website, or in other materials promoting Consultant's services, unless otherwise agreed in writing between Client and Consultant.

ARTICLE 10. TERM AND TERMINATION

Section 10.1 Term. This Agreement shall begin on the Effective Date and continue until terminated. The completion of a Statement of Work will not act as termination of this Agreement.

Section 10.2 Termination. Consultant will begin the Services on the date the Parties designate and will continue until the Services are completed unless earlier terminated pursuant to this Agreement. This Agreement will be effective upon execution by both Parties and will continue until the end of the term or if terminated by either Party upon giving the other at least sixty (60) days prior written notice of termination; provided, however, that any Services being provided at the time of termination will continue under the terms of this Agreement and applicable Statement(s) of Work until completed, subject to Client's right to terminate any such Services in whole or in part upon at least (60) days prior written notice. Further, Client will continue to be liable for payment of any direct and ongoing expenses incurred by Consultant for the benefit of Client, including but not limited to HubSpot licensing fees and expenses.

Section 10.3 Right of Termination. Upon any Default (as defined in Section 11.1), Client shall have the right, in its sole and absolute discretion, to terminate this Agreement in whole or in part by giving notice thereof to Consultant.

Section 10.4 No Waiver. Termination by either Party of this Agreement or any Statements of Work hereunder does not waive any other rights or remedies such Party may have under this Agreement.

Section 10.5 Transition of Services. If requested by Client, Consultant will cooperate with Client to ensure an orderly transition of the Services to Client, or a third party designated by Client.

Section 10.6 Obligations of Consultant Upon Termination. Upon termination by Client of this Agreement or individual Statements of Work, Consultant shall, at its own expense, be obligated to do some or all of the following upon specific notice identifying the obligation(s) from, and at the election of, Client:

- a. Immediately discontinue the Services and developing Work Products (except as required under Section 10.5) at such time and to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or other matters relating to the Services and Work Products;
- c. Promptly make every reasonable effort to obtain cancellation, upon terms satisfactory to Client, of all orders, subcontracts, and agreements to the extent that they relate to the terminated Services and Work Products;
- d. Perform thereafter only such tasks as may be necessary to preserve and protect the terminated portion of the Services and Work Products in progress;
- e. Continue to fulfill Consultant's obligations with regard to the Services and Work Products not terminated;
- f. Assist Client in making an accounting as to outstanding matters relating to terminated Services and Work Products, including the status of subcontracts and delivery schedules; and/or
- g. Transfer to Client possession and title, or license if applicable, of all equipment, parts, and components relating to the Services and Work Products that have not been completed and delivered prior to the termination.

ARTICLE 11. DEFAULT AND REMEDIES

Section 11.1 Event of Default. The term "Default" and "Event of Default" wherever used in this Agreement shall mean one or more of the following events:

- a. The failure by Consultant to complete any of the required performance milestones within the time periods as set forth in a Statement of Work and failure by Consultant to cure within twenty (20) days from the performance due date of the milestone, with written notice or demand;
- b. The continued failure by Consultant to perform any other obligation imposed upon it by this Agreement within a period of ten (10) days after demand and notice by Client to Consultant specifying the specific obligation allegedly in default or not being performed;
- c. Violation of the other Party's trademarks or intellectual property rights;

d. The breach of any covenant, provision, representation, or warranty by Consultant set forth in this Agreement upon notice by Client to Consultant of such alleged breach and Consultant's failure to correct such breach within ten (10) days after such notice;

e. An order for relief is entered by a court of competent jurisdiction or an order is made approving a petition or answer filed seeking reorganization or readjustment of Consultant under the federal bankruptcy laws or other laws or statutes of the United States of America, or any state thereof, or by order of a court, a trustee or receiver is appointed of all or any part of Consultant's assets and properties;

f. The filing by Consultant of a petition in voluntary bankruptcy, the making by Consultant of an assignment for the benefit of creditors, the consent of Consultant to the appointment of a receiver or trustee of any or all parts of the property of Consultant, the filing by Consultant of a petition to take advantage of any debtor's act, or the admission by Consultant, in writing, of Consultant's inability to pay debts and obligations generally as they become due;

g. The refusal or neglect by Consultant to supply sufficient skilled personnel and consultants; and/or

h. The failure in any material respect to perform Services and prosecute any portion of the development and installation of a Work Products with promptness, diligence, or in accordance with all of the provisions set in this Agreement and the applicable Statements of Work.

Section 11.2 Legal and Equitable Remedies. Upon any Default and/or termination of this Agreement, Client shall be entitled to any and all remedies to which it may be entitled at law or in equity. Consultant hereby acknowledges, stipulates, and agrees (a) that any breach or violation of this Agreement would cause material and irreparable harm to Client, (b) that certain damages for such harm would be difficult or impossible to ascertain because of the unique nature and critical importance of the Services and Work Products to the operation of the Business, and be incapable of precise measurements, and (c) that, accordingly, Client may not have an adequate remedy at law to redress the harm caused by such breach or violation. Therefore, Consultant agrees that, in addition to any other available remedies at law or in equity, Client shall be entitled to immediate preliminary and final equitable relief to order Consultant to complete the development of the Work Products and to the reimbursement of all legal fees and other costs incurred by Client in connection with, or as the result of, any such breach or violation hereof and in connection with the enforcement of Client's rights hereunder.

Section 11.3 Remedies are Cumulative. No remedy herein conferred upon or reserved to Client is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Client to exercise any such right or remedy shall be construed to be a waiver thereof or of any such Default or an acquiescence therein.

Section 11.4 Force Majeure. Neither Party is liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. Such shall specifically include but not be limited to effects of the Covid19 pandemic. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than forty-eight (48) hours after the event or occurrence. The following shall not constitute or cause a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship.

Section 11.5 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, either Party's aggregate liability on all claims of any kind for all losses or damages arising out of or relating to a particular Statement of Work will in no case exceed the amounts paid by Client to Consultant in the previous six (6) months. Except with respect to the duties of defense and indemnity against third party claims expressly provided in this Agreement or as otherwise expressly agreed in a Statement of Work or addendum to this Agreement, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will either Client or Consultant, or any of their respective subcontractors, directors, officers, employees or agents, be liable to the other Party for any of the following, irrespective of whether the possibility of such damages has been disclosed to the other Party in advance or could have reasonably been foreseen by the other Party:

- a. Special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third-party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply);
- b. Punitive or exemplary damages;
- c. Any statement or representation made by either Party's employees regarding a third party vendor;
- d. Unauthorized access to, theft, alteration, or destruction of applications, content, data, programs, information, network or systems belonging to Client or any third party, except to the extent caused directly by Consultant's negligence or willful misconduct.

The limitations of liability under this Section are an essential part of the bargain under this Agreement.

ARTICLE 12. GENERAL AND MISCELLANEOUS PROVISIONS

Section 12.1 Jurisdiction, Venue, and Dispute Resolution. This Agreement will be governed by the laws of the State of Louisiana and the United States of America, without regard to conflicts of laws principles. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or

state courts located in the State of Louisiana serving in East Baton Rouge Parish, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts, subject to the arbitration provision below.

Any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Agreement, or any alleged breach hereof shall be identified in writing to the other Party. Consultant and Client agree to use first informal mechanisms to resolve such disputes. In the event a resolution cannot be reached by employees assigned to a particular Statement of Work, the dispute shall be reported to their respective supervisors within each organization who shall take good faith actions to resolve the dispute. The provisions for informal mechanisms shall not apply to instances or situations where a Party is threatened with immediate and irreparable harm. In the event a resolution to the dispute cannot be reached, then any controversy, dispute, argument, claim, and other matters in question arising out of or in connection with or relating to this Agreement or any alleged breach hereof shall be referred to mediation before a neutral party, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. The mediation shall be attended by representatives of each Party having authority to settle the dispute. Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement or any alleged breach hereof, shall, upon the request of any Party involved, be first submitted to and settled by arbitration pursuant to the rules then in effect of the American Arbitration Association. The venue shall be Baton Rouge, Louisiana. Any award or other determination rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. Institution of a judicial proceeding by a Party does not waive the right of that Party to demand arbitration hereunder. The panel from which all arbitrators are selected shall be composed of licensed attorneys. The expenses of the arbitration shall be borne equally by the Parties to the arbitration.

Section 12.2 Limitation of Actions. Neither Party may bring a claim against the other more than one (1) year after the cause of action arises.

Section 12.3 Attorney's Fees. The prevailing Party in any litigation arising from or relating to this Agreement will be entitled to recover from the non-prevailing Party all costs and expenses, including attorney's fees (which may include the reasonable value of the services of in-house counsel), incurred in the course of such proceedings.

Section 12.4 Entire Agreement. This Agreement and all attachments executed hereafter, constitutes the entire agreement between the Parties regarding the subject matter hereof and (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communication between the Parties before or during the term of this Agreement. No modifications to this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party.

Section 12.5 No Exclusivity. This Agreement is not exclusive. Either Consultant or Client may buy or sell products or services that are the same or similar to the products or services

covered under this Agreement, as long as neither Party violates its contractual obligations to the other Party.

Section 12.6 Amendments. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by authorized representatives of the Parties hereto.

Section 12.7 Severability of Provisions. Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

Section 12.8 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

Section 12.9 Construction of Agreement. This Agreement constitutes a negotiated agreement between the Parties and the fact that one Party or its counsel or the other shall have drafted this Agreement or a particular provision hereof shall not be considered in the construction or interpretation of this Agreement or any provision hereof.

Section 12.10 Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

Section 12.11 Headings. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

Section 12.12 Survival. Neither termination nor expiration of this Agreement for any reason shall release either Party from liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed will survive such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

Section 12.13 No Third-Party Rights. This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.

Section 12.14 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns, and neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld,

except that Client may assign this Agreement to an entity acquiring all or substantially all of Client's business assets or which by reason of a reorganization under a new name (other than a reorganization under U.S. Bankruptcy Law), merger, acquisition or otherwise assumes the legal position of Client and acquires all of the business interests of Client.

Section 12.15 Relationship of the Parties. In providing Services and Work Products under this Agreement, Consultant will be acting as Client's independent contractor. Consultant will not be Client's agent, employee, partner or representative. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purposes. Neither Party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as expressly set forth in this Agreement. Although Consultant's personnel may perform Services and provide Work Products pursuant to Client's general instructions, such personnel will at all times and for all purposes be deemed Consultant's employees or agents and not Client's employees or agents, just as Client's personnel will at all times and for all purposes be deemed Client's employees or agents and not Consultant's employees or agents. Consultant will be responsible for all contractual and other obligations that Consultant may have with its agents, for the payment of all wages and salaries payable to its employees, and for the cost of providing Consultant's employees with any fringe benefits to which they are entitled by reason of being employed by Consultant. Consultant will also be responsible for withholding payroll taxes from the wages and salaries paid to its employees and for paying all payroll taxes relating to their employment to government agencies.

Section 12.16 Subcontractor. Consultant may use independent contractors to perform the Services, subject to Consultant's direction and control. Consultant retains responsibility to Client for any Services performed by such subcontractors under this Agreement to the same extent as if such Services were performed directly by Consultant's employees.

Section 12.17 Notices. Any notice, request or other communication to be given by either Party hereunder shall be in writing and shall be either delivered in person or sent by (a) registered or certified mail, postage prepaid, with return receipt requested, (b) an overnight courier guaranteeing overnight delivery or (c) a facsimile, telex, or other wire transmission, if receipt is confirmed, to the following address of the Party to the attention of its president or to such other address as any of the Parties may designate from time to time by notice to the other Parties:

if to Consultant to: Goodwood Capital Management, LLC
4750 Bluebonnet Blvd., Suite B,
Baton Rouge, Louisiana 70809

if to Client, to:



Notice shall be deemed delivered on receipt if delivered by hand or on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

Section 12.18 Electronic Signatures. Each of the Parties may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Section 12.19 Additional Documents and Actions. The Parties agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate and expeditiously implement the transactions contemplated by this Agreement.

Section 12.20 Representation. Each Party hereby acknowledges and states that independent legal counsel and advisors have been retained and utilized in connection with this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the date written below.

Goodwood Capital Management, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____