MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is between Focus Solutions Group, Inc. ("Focus") and the entity ("Customer") which has accepted this MSA through an order form or other document which references this MSA (in either case, an "Order Form"). This MSA sets forth the terms and conditions that govern the Services provided under Statements of Work. Focus and Customer are also referred to in this MSA individually as a "Party" and collectively as the "Parties".

1. **Services.**

1.1 **Statements of Work.** Focus will perform the services and functions and have the responsibilities (collectively, the "Services") set forth in statements of work agreed to pursuant to an order form or other document referencing such statement of work and/or statements of work executed by the Parties from time to time (in each case, a "Statement of Work" or "SOW"), which shall be subject to the terms of this MSA and deemed to be a part of this MSA for all purposes.

1.2 **Change Control Procedures**. The parties will utilize the Change Control Procedures defined in Exhibit A to implement Changes. "Changes" are defined as any (i) changes to the software or products provided by Focus under a SOW (ii) changes to the scope of Services, including any changes to Customer's obligations under a SOW, or (iii) changes to the provisions of a SOW or this MSA, including changes to the Charges under a SOW.

2. **Charges; Payment Terms**. Customer will pay Focus the amounts for the Services specified in each SOW (the "Charges"). Unless otherwise provided in the applicable SOW, Focus will invoice Customer monthly in advance for fixed Charges and in arrears for all other Charges due under this MSA. Customer will pay all Charges due in United States dollars within 20 days of the date of Focus's invoice via automated clearinghouse (ACH) pursuant to instructions delivered by Focus's Customer Executive, Accounting Specialist, Financial Controller, or Chief Financial Officer. Past due Charges will accrue interest in the amount of one and one-half percent per month of the overdue amount, or the maximum rate permitted by law, whichever is less. Additionally, Focus reserves the right to suspend part or all of the Services without prior notice to Customer in the event any portion of undisputed Charges are not paid timely; and further, if Customer remedies the payment default, Focus may charge a re-connect fee if and when Services resume.

3. **Cost of Living**. Except as provided in a particular SOW, the rates for the Charges in each SOW with a term of more than one year will be adjusted, effective on the applicable anniversary of such SOW, for the increase, if any, in the cost of living by multiplying the rates for the Charges in effect immediately prior to such anniversary by the following factor (if the Current CPI is greater than the Prior CPI):

Current CPI/Prior CPI

"CPI" means the unadjusted Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, 1982 - 84 = 100, calculated and published by the United States Department of Labor, Bureau of Labor

Statistics or, if such index ceases to be published, a comparable index published by the United States Department of Labor or another reputable source agreed to by the parties.

"Current CPI" means the CPI most recently published at the time of the applicable anniversary.

"Prior CPI" means the CPI most recently published prior to (i) with respect to the first anniversary, the effective date of this MSA or SOW and (ii) with respect to all subsequent anniversaries, the immediately preceding anniversary on which an adjustment was made or, if no prior adjustment has been made, the effective date of this MSA or SOW.

4. **Expenses**. Customer will reimburse Focus for actual, reasonable, out-of-pocket expenses, including travel expenses, incurred by Focus in the performance of the Services.

5. **Taxes**. Customer will pay sales and use taxes payable with respect to the Services under applicable law; provided that Customer will not be required to pay or reimburse Focus for taxes based upon the net worth, capital, net income, or franchise of Focus. Taxes will be added to the Charges, as applicable, and stated as separate items on the applicable invoice.

6. **Termination**.

6.1 **Grounds for Termination**. This MSA and SOWs may be terminated as follows: (i) if Customer fails to timely pay any of the Charges due under any SOW and does not cure the default within ten days after receiving written notice of such failure, Focus may terminate the SOW or this MSA (and all SOWs) by providing ten days prior written notice to Customer; (ii) if either Party materially defaults (other than a payment default) in the performance of any term of a SOW or this MSA with respect to a specific SOW and does not substantially cure such default within 30 days after receiving written notice of such default, then the non- defaulting Party may terminate the SOW by providing ten days prior written notice; (iii) by Focus if a "System Malfunction" (as defined below) occurs; or (iv) either Party may terminate this MSA if there are no outstanding SOWs by providing the other Party with written notice.

6.2 **System Malfunction.** In the event that: (i) any Customer-supported equipment, hardware or software, or any action undertaken by Customer, causes Customer's computer network, computer system or peripheral devices' malfunctions and requires remediation by Focus on three (3) or more occasions (a "System Malfunction") and Customer fails to remedy, repair or replace the System Malfunction as directed by Focus, or Customer fails to cease the activity causing the System Malfunction, or (ii) Customer or any of its staff, personnel, contractors or representatives engage in any act or behavior that renders it impracticable, imprudent, or unreasonable for Focus to provide Services, Focus shall have the right, upon ten (10) days prior written notice to Customer and at Focus' sole discretion, to terminate this MSA or the applicable SOW or unilaterally amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

6.3 **Payment of Charges Following Termination**. If Focus terminates this MSA or an SOW pursuant to Section 6.1(i), (ii), or (iii) above, or if Customer terminates this MSA or an SOW contrary to its terms, Customer shall pay to Focus, within ten (10) days of such termination, all Charges then due and payable, as well as all Charges that would have been payable to Focus had this MSA or SOW (as applicable) remained in effect and been fully performed.

6.4 **Transition; Deletion of Data**. In the event Customer desires Focus assistance to transition Services directly to Customer or to a replacement vendor, Customer shall: (i) request such assistance in writing no later than five (5) business days following the expiration or earlier termination of this MSA or the applicable SOW, (ii) pay all Charges due and owing to Focus, in full, as required by this MSA or the applicable SOW, and (iii) agree, in writing, to pay the then-current Focus hourly rates for such assistance on terms communicated by Focus to Customer. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Unless otherwise expressly stated in an SOW, Focus shall have no obligation to store or maintain any Customer data (including but not limited to, Customer password, access codes and related information) in Focus' possession or control beyond fifteen (15) calendar days following the expiration or earlier termination of this MSA. Customer shall defend, hold harmless and indemnify Focus from and against any and all claims, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Focus that arise from, or are related to, Focus' deletion of Customer data after fifteen (15) calendar days following the expiration or earlier termination of this MSA.

7. **Confidentiality**.

7.1 **Confidential Treatment**. Each Party (each, a "Receiving Party") agrees to keep confidential all Confidential Information, as defined below, received from the other Party (each, a "Disclosing Party") without regard to whether it is marked "Confidential." The Receiving Party will use at least the same degree of care, but at least a reasonable degree of care, to keep confidential the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar type or of similar importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, and employees, consultants, advisors, and subcontractors who need to know it for purposes contemplated by this MSA and who have appropriate obligations to the Receiving Party to keep confidential the Disclosing Party's Confidential Information. "Confidential Information" means written, confidential, and proprietary information of a Disclosing Party that is not generally available to the public, but does not include any information that (i) is generally known, or readily ascertainable by proper means, by the public other than through a breach of this MSA by the Receiving Party; (ii) was known by the Receiving Party on a non-confidential basis prior to receipt under this MSA; (iii) is received without a similar restriction on disclosure from a third party by the Receiving Party, or (iv) is independently developed by the Receiving Party.

7.2 **Required Disclosures**. If the Receiving Party is required to disclose the Disclosing Party's Confidential Information as a result of an administrative or judicial proceeding, pursuant to a subpoena, warrant, or civil investigative demand, or as a result of a law or regulation, the Receiving Party will, to the extent permitted by law, notify the Disclosing Party of such request and cooperate with the Disclosing Party, at the Disclosing Party's expense, if the Disclosing Party seeks a protective order or similar measure to limit the disclosures required to be made.

7.3 **Injunctive Relief**. Each Party agrees that the other Party will be entitled to seek injunctive relief in order to prevent the unauthorized possession, use, disclosure, or knowledge of such other Party's Confidential Information, as well as to receive damages or other relief as may be granted in connection with an unauthorized disclosure.

7.4 **HIPAA**. Unless a Business Associate Agreement is referenced in the Order Form or SOW, Customer agrees that: (i) Focus is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Services may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Services will not be used in any manner that would require Focus or the Services to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). If a Business Associate Agreement is referenced in the Order Form or SOW, the Parties shall enter into a Business Associate Agreement in connection with the Services. In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

8. **Customer Responsibilities**.

8.1 **General Responsibilities**. Customer will perform all of its responsibilities and obligations set forth in the applicable SOW and will further reasonably cooperate with Focus in timely facilitating the performance of the Services by Focus, including, when requested by Focus, providing Focus with timely access to Customer personnel and systems, causing Customer's other service providers and vendors to reasonably cooperate with Focus, making and communicating Customer management decisions to Focus, providing Focus with information, and issuing approvals and acceptances or communicating the fact that they are being withheld and the reasons therefor. In the event Focus personnel are working onsite at a Customer location, Customer will provide such personnel with a reasonable work environment, including office space, furniture, telephone, and other necessary equipment, supplies, and services required by such personnel to perform the Services. If Focus needs to access and use any third-party hardware or software licensed by Customer in order for Focus to provide the Services, Customer shall provide Focus with the right to access and use such software and hardware at no expense to Focus. Unless otherwise specifically provided in a SOW, Customer will be responsible for backing up Customer data on Customer's systems, disaster recovery, and business continuity.

8.2 **Responsibilities Regarding Focus Equipment**. Any Focus-owned equipment,

software, or related items Focus provides to Customer (collectively, "Focus Equipment") is loaned, and not sold, to Customer. Customer must take all required steps to ensure that the Focus Equipment does not become a fixture at Customer's location. Moreover, all Focus equipment must be returned promptly to Focus immediately following the expiration or earlier termination of this MSA or the applicable SOW. To assist Focus in its recovery of the Focus Equipment, Customer shall provide Focus access to its facilities during normal business hours. If Customer fails or refuses to grant such access, or if any Focus Equipment is missing, broken or damaged (normal wear and tear excepted) Customer shall pay to Focus the full replacement value thereof upon written notice to Customer.

9. **Representations and Warranties**.

9.1 **Focus's Representations and Warranties**.

9.1.1. Focus represents that (i) it is a corporation validly existing and in good standing under the laws of Delaware and has all requisite corporation power and authority to execute, deliver, and perform its obligations under this MSA and (ii) it is duly qualified, registered, or authorized to do business and is in good standing in every jurisdiction in which it is required to take such action, except where it would not have a material adverse effect on Focus.

9.1.2. Focus warrants that it will perform the Services utilizing properly trained personnel in a manner consistent with good practice in the services industry. If Focus breaches this warranty, it shall supply services to correct or replace the work at no charge.

9.2 **Customer's Representations and Warranties**. Customer represents that (i) it is validly existing and in good standing under the laws of state where it is organized and has all requisite power and authority to execute, deliver, and perform its obligations under this MSA and (ii) it is duly qualified, registered, or authorized to do business and is in good standing in every jurisdiction in which it is required to take such action, except where it would not have a material adverse effect on Customer.

9.3 **DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 9.1 AND 9.2, ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF FOCUS IS INFORMED OF SUCH PURPOSE), NON-INFRINGEMENT, SUITABILITY, AND RELATING TO THIRD PARTY PRODUCTS OR SERVICES, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE THAT (I) ANY DELIVERABLE WILL MEET CUSTOMER REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR (II) ANY SECURITY SERVICES OR MEASURES CAN OR WILL PREVENT ALL INTRUSIONS OR BREACHES. EXCEPT FOR RESALES, WHICH ARE GOVERNED AS SET FORTH IN SECTION 14 BELOW, ALL THIRD-PARTY SOFTWARE AND EQUIPMENT PROVIDED BY FOCUS, IS PROVIDED "AS IS," BUT FOCUS WILL USE ITS COMMERCIALLY REASONABLE EFFORTS TO ASSIST CUSTOMER IN ENFORCING ANY THIRD-PARTY WARRANTY IN PLACE WITH RESPECT TO SUCH SOFTWARE OR EQUIPMENT.

10. **LIMITATION OF LIABILITY**. EXCEPT FOR LIABILITY FOR BREACH OF SECTION 7.1, FRAUD, OR WILLFUL MISCONDUCT, A PARTY WILL NOT BE LIABLE TO THE OTHER PARTY (I) IN AN AGGREGATE AMOUNT GREATER THAN THE TOTAL FEES PAID TO FOCUS UNDER THE APPLICABLE SOW (EXCLUDING AMOUNTS PAID FOR THE REIMBURSEMENT OF EXPENSES AND TAXES) DURING THE 12 MONTHS PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED NOR (II) FOR ANY LOST PROFITS OR REVENUE (OTHER THAN THOSE RELATING TO CHARGES AND FEES PAYABLE UNDER THE TERMS OF THIS MSA), LOSS OR CORRUPTION OF DATA OR SOFTWARE, DAMAGE TO GOODWILL OR REPUTATION, OR LOSSES DUE TO BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS MSA AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. I**ndemnification**. Focus and Customer shall each indemnify, defend and hold the other harmless from all claims, damages, demands, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising by reason of any claim for personal injury of any agent, employee, customer or business visitor of the indemnitor or damage to tangible property (other than data or information) owned or leased by the indemnitor, to the extent caused by: (i) the indemnitor's breach of this MSA or any SOW, and/or (ii) the negligence or willful misconduct of the indemnitor; provided, however, that indemnitee gives indemnitor: (a) prompt written notice of any such claims, except that failure or delay to so notify indemnitor shall not relieve indemnitor from its obligations hereunder except to the extent that such failure or delay prejudiced indemnitor's defense of such claim; and (b) reasonable assistance in defending the claim. Indemnitor shall not settle any claim for which it must defend or indemnify hereunder without the indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.

12. **Insurance**. Focus agrees to provide and to maintain in effect at all times during the term of any SOW under this MSA, at Focus's sole expense, the following minimum insurance coverage:

12.1 **Workers' Compensation**. Workers' compensation insurance covering all Focus employees based in the United States in accordance with applicable statutory, federal, and other legal requirements and employers' liability insurance covering all Focus employees based in the United States.

12.2 **General Liability**. Commercial general liability insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of the provision of services and/or deliverables with limits of $2,000,000 per occurrence and annual aggregate (limits may be met using a combination of primary and umbrella/excess policies).

12.3 **Technology Errors and Omissions and Cyber Liability.** Combined technology errors and omissions and cyber liability insurance covering negligent acts, errors, or omissions in the provision of services and/or deliverables, network security failures, and privacy breaches, including unauthorized disclosure of protected health information (PHI), with limits of $10,000,000 per claim and annual aggregate (limits may be shared between coverages and may be met using a combination of primary and umbrella/excess policies).

12.4 **Automobile Liability**. Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles in an amount of $1,000,000 per accident combined single limit for bodily injury and property damage (limits may be met using a combination of primary and umbrella/excess policies).

13. **Proprietary Rights**. Titles to all patents, copyrights, trade secrets, and other proprietary rights in or related to any software (including all of the parts thereof) reports, dashboards, data models, business logic, configurations, and other work product, or documentation provided by Focus under any SOW (collectively, "Software") are and will remain the exclusive property of Focus or its licensors. Unless otherwise specifically agreed in writing, Focus or its licensors will own all rights in any copy, translation, modification, adaptation, customization, or derivation of the Software, including any improvement or development thereof, whether or not authorized by Focus or its licensor. At the request of Focus, Customer shall execute and deliver to Focus any instrument that may be appropriate to assign these rights to Focus or perfect these rights in Focus or its licensor's name. Notwithstanding the foregoing, Customer retains all right, title, and interest in and to the data provided by or on behalf of Customer to Focus ("Customer Data"), and nothing in this MSA or any SOW transfers ownership of Customer Data to Focus. Customer Data that constitutes Protected Health Information remains subject to the applicable Business Associate Agreement.

14. **Products and Services Used to Deliver Services and Resales**. Unless the Parties enter, or have entered, into a separate, written agreement (which may include an order form or SOW) signed by both Parties with respect to a third party's products and services that are used to deliver the Services and/or the resale of services or equipment by Focus to Customer, the Parties agree that the use of third party services and products to deliver the Services and resales of services or equipment are made pursuant to the applicable Focus terms and conditions (the "Reseller Terms and Conditions"), which are available at https://focushcs.com/terms-and-conditions. Customer hereby acknowledges receipt and acceptance of the Reseller Terms and Conditions.

15. **Export Laws; Offshoring**. Customer will comply fully with all applicable export laws and regulations of the United States, the European Union, and other countries ("Applicable Export Laws") and assure that no deliverables provided by Focus under this MSA are (a) exported, directly or indirectly, in violation of applicable export laws; or (b) intended to be used for any purposes prohibited by the applicable export laws, including nuclear, chemical, or biological weapons proliferation. The Parties will not take any actions that would cause either Party to violate the United States Foreign Corrupt Practices Act of 1997, as amended. Depending on the Services provided, a portion of Customer's data may be accessed or stored on secure servers located outside of the United States.

16. **Notices**. Any notice required under this MSA shall be provided to the other Party in writing and addressed as follows: If to Focus:

Focus Solutions Group, Inc.
1440 W. Taylor Street, Suite 4243
Chicago, IL 60607
Attention: President, CEO

If to Customer: Customer's primary place of business or such other address as Customer may identify to Focus in writing.

Notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from Customer to Focus regarding (a) any alleged breach of this Agreement by Focus, or (b) any request for indemnification, or (c) any notice of termination of this MSA or any SOW, must be delivered to Focus by U.S. mail, unless such requirement is expressly and specifically waived by Focus.

17. **Legal Expenses**. If legal action is taken by either Party to enforce its rights under this MSA, all costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees and court costs, will be paid by the other Party.

18. **Severability**. If any provision of this MSA is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions will remain in full force and effect.

19. **Governing Law and Jurisdiction**. This MSA is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Wisconsin without regard to choice of law principles. The federal and state courts sitting in Brown County, Wisconsin shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this MSA; and each party expressly consents to the personal jurisdiction of such courts.

20. **No Waiver**. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this MSA will not constitute a waiver of any other default or breach.

21. **Independent Contractor Relationship; Assignment**. The Parties are independent contractors. Neither Party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another Party except as specified in this MSA. Neither Party may assign or transfer this MSA without the consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Focus may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation or sale of all or substantially all of its assets, or any other transaction in which ownership of more than fifty percent (50%) of Focus voting securities are transferred. Any purported assignment in violation of this Section will be void.

22. **No Third-Party Beneficiaries**. This MSA is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity.

23. **Excused Performance; Force Majeure**.

23.1 **Excused Performance**. If Focus fails to perform its obligations under this MSA (including failing to meet any service levels included in an SOW), such failure will be excused to the extent that it is caused by (i) the negligent or wrongful acts or omissions of Customer or its agents or other vendors, (ii) failure of Customer or its agents or other vendors to act in accordance with Focus's reasonable written recommendations, (iii) the failure of Customer to timely perform its obligations or responsibilities under the MSA or an applicable SOW, (iv) untimely, incomplete or inaccurate information provided by Customer; (v) the failure of equipment or software or in a manner that is not Focus's fault; or (vi) the failure of a third party (other than a Focus subcontractor) to perform its contractual obligations. Focus will, as a condition to claiming excused performance, promptly notify Customer of events that would excuse its performance and use its commercially reasonable efforts to continue performance and to mitigate the impact of such events. Focus will be entitled to recover any increased costs of performance reasonably demonstrated to be caused by such events.

23.2 **Force Majeure**. Neither party shall be liable for any failure or delay in its performance (other than non-payment) caused in whole or in part by fire, strike, flood, embargo, labor dispute, telecommunications failure or delay, act of sabotage, terrorism, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any similar act or omission or other cause beyond such Party's reasonable control, provided that it notifies the other party as soon as practicable and uses reasonable commercial efforts to resume performance.

24. **Media Releases**. Each Party acknowledges and agrees that it will not use the other Party's name and/or logo, including but not limited to press releases, brochures, and website locations, without the other Party's prior written approval; provided that Focus may use Customer's name in its customer listings, as created from time to time during the time this MSA is in effect.

25. **Survival**. Any sections of this MSA and SOWs hereunder that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this MSA and any applicable SOW, will survive and continue in effect and will inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors, and assigns.

26. **Limitation Period**. Neither Party may institute any action in any form arising out of this MSA nor any SOW more than one (1) year after the cause of action has arisen.

27. **Modification**. This MSA, and SOWs hereunder, may not be modified or amended except in a writing signed by a duly authorized representative of each Party or, in the case of an SOW, a change control process, which may be Focus's standard change control process if it is provided to Customer and Customer uses such process.

28. **Non-Solicitation**. During any period in which there is an active SOW under this MSA and for 12 months thereafter, Customer shall not, directly or indirectly, solicit for employment or engagement as a contractor or employ or engage as a contractor, any person who is or was an employee or contractor of

Focus during the prior six months and with whom Customer had substantive contact as a result of the receipt of the Services; provided that this provision does not prohibit Customer from hiring any person responding to a general solicitation as long as such solicitation was not intended to circumvent this provision. If Customer violates this Section 28, Customer acknowledges and agrees that the damages Focus will suffer will be difficult or impracticable to determine. Accordingly, if Customer violates this Section 28, Customer shall pay to Focus, as liquidated damages and not as a penalty, the greater of (i) fifty percent (50%) of the consideration payable to the subject employee or contractor during the first year of employment or engagement by Customer, and (ii) fifty percent (50%) of the consideration paid by Focus to such employee or contractor during the previous and most recent year. Additionally, any violation of this Section 28 by Customer shall constitute a material default of this MSA, thereby affording Focus the right, but not the obligation, to terminate this MSA and all SOWs in accordance with Section 6, above.

29. **Purchase Orders**. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order or similar document to order Services or for resales of services or equipment. The Parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to (except for additional terms that specify the items purchased and the quantity and price of such items) the terms and conditions of this MSA or, with respect to resales, the Reseller Terms and Conditions, will have no effect whatsoever and Focus hereby rejects all such terms and conditions.

30. **Counterparts**. This MSA and any SOW hereunder may be executed in counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

31. **Entire Agreement; Conflicts**. This MSA the SOWs and, with respect to resales of services or equipment, the Reseller Terms and Conditions contain all the agreements, representations, and understandings of the Parties and supersede all previous understandings, commitments, representations, or agreements, oral or written, with respect to the subject matter of this MSA. In the case of any conflict between this MSA and a SOW, the SOW shall prevail with respect to the interpretation of such SOW.

32. **Incorporated Documents.** Documents posted at https://focushcs.com/terms-and-conditions and incorporated by reference into this MSA or any SOW are incorporated in the version in effect on the effective date of the applicable SOW, and such version will govern for the Initial Term of that SOW. Focus may update incorporated documents from time to time; an updated version will apply to an existing SOW only (a) upon the parties' written agreement, or (b) effective as of the start of a renewal term, provided Focus gives Customer written notice of the updated version at least ninety (90) days before the end of the then-current term. Notwithstanding the foregoing, Focus may update an incorporated document upon written notice where required to comply with applicable law or regulation, including HIPAA. Focus will maintain prior versions of incorporated documents and make them available to Customer upon request.

EXHIBIT A

Change Control Procedures

The Parties will use the following procedures (the "Change Control Procedures") to implement Changes.

1. **Changes**. Changes will be implemented only by mutual written agreement of the parties through these Change Control Procedures. All requests for Changes will include a reasonably detailed description of the requested Change together with the basis for such Change. All requests for Changes by Customer will be communicated to Focus in writing through the Customer's designated representative or his or her authorized designee. Focus will have no obligation to implement Changes requested by other Customer personnel. All requests for Changes by Focus will be communicated in writing to Customer through Focus's designated representative.
2. **Implementation of Changes**. Promptly after any approval of a Change by Focus's and Customer's designated representatives, the parties will execute a change order (the "Change Order"), the form of which will be mutually agreed by the parties, to incorporate the Change and jointly communicate their requirements to the project teams as appropriate. No Change Order will be valid unless (i) it is executed by both parties, (ii) the Change Order specifically refers to the SOW or provision of the MSA subject to the Change, (iii) the Change Order expressly states any and all Changes to the fees payable by Customer and any schedules or exhibits to the SOW.
3. **Changes Initiated by Customer**. Within ten business days after Focus receives a request from Customer for a Change, Focus will prepare and provide to Customer a written response summarizing the impact, if any, of the proposed Change on (i) any applicable schedule for performing the Services, including but not limited to Customer's obligations under the SOW; (ii) the resources required to perform services resulting from the proposed Change; (iii) the additional Charges, if any, for the proposed Change to the Services or software or products provided by Focus. Within ten business days, or other time period as the Parties may agree in writing, after receiving such information Customer will approve or reject Focus's response or withdraw the request for such Change. Customer's failure to approve or reject Focus's response or withdraw the request within the applicable time period will be deemed a rejection of Focus's response, and the Change will not be implemented by Focus.
4. **Changes Initiated by Focus**. Concurrent with the submission of a request for a Change by Focus, Focus will provide to Customer a written proposal summarizing the effect, if any, of the proposed Change on (i) any applicable schedule for performing the Services, including but not limited to Customer's obligations under the SOW; (ii) the resources required to perform Services resulting from the proposed Change; (iii) the additional Charges, if any, for the proposed Change to the Services or software or products provided by Focus. Within ten business days, or other time period as the Parties may agree in writing, after receiving such proposal, Customer will approve or reject the requested Change. Customer's failure to approve or reject the requested Change within the applicable time period will be deemed a rejection of such request, and the Change will not be implemented by Focus.