

## Master Services Agreement

This Master Services Agreement, (the "Agreement") is entered into as of January 24, 2020 (the "Effective Date"), by and between Durham Sports Commission, a North Carolina non profit company ("Client"), with principal offices located at 212 West Main Street, Durham, NC 27701, and Savas Labs, INC, a North Carolina incorporated company ("Consultant"), with principal offices located at 212 West Main Street, Durham, NC 27701

WHEREAS, Client desires to engage Consultant to perform certain professional technology consulting and related services (the "Services"), as may be described, from time to time, in written Task Orders executed by Consultant and Client (each a "Task Order"), pursuant to the terms of this Agreement; and

WHEREAS, Consultant desires to perform such Services for Client, as may be described, from time to time in such Task Orders, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and intending legally bound hereby and thereby, Client and Consultant hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated hereby and made an integral part hereof.

2. Term & Termination. This Agreement shall commence on the date specified above and, subject to the provisions for termination as hereinafter provided, shall continue in effect until June 15, 2020. Thereafter, this Agreement will automatically renew for successive one-year periods unless Consultant or Client has given notice of its intent not to renew this Agreement. This Agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. Upon the expiration of such 30-day notice period (the "Effective Date of Termination"), Consultant shall cease all Services to be rendered pursuant to this Agreement; shall not be responsible for rendering Services, and Client shall not be responsible to pay for any Services rendered after the Effective Date of Termination. All other obligations and liabilities of the parties shall survive the termination of this Agreement.

3. Fees & Expenses.

a. Fees. Client shall pay Consultant in accordance with the terms of the applicable Task Order. Unless otherwise set forth therein, payments shall be made within 21 days of invoice issue date, and sent to Consultant at 212 West Main Street, Suite 303, Durham, NC 27701, Attn: Chris Russo.

b. Travel Expenses. Expenses based on travel further than fifty (50) miles from a Consultant office will be invoiced monthly. Typical travel expenses include airline, hotel, and rental car fees or standard mileage calculated using the current IRS standard mileage rates. In addition, a per person per diem will be applied to out-of-town stays consistent with published General Services Administration per diem rates ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)). Consultant's time associated with traveling to and from on site meetings will be billed hourly at a 50% discount. Any travel expenses incurred are considered costs outside of any services cap identified in a Task Order.

c. Non-Travel Expenses. Project-related expenses will be invoiced monthly and may include hosting fees, software license fees, font and/or image license fees, survey participation incentive awards, etc. Consultant will coordinate with Client to be billed directly by the respective third parties for the above services whenever possible. Any project-related expenses incurred are considered costs outside of any services cap identified in a Task Order.

d. Invoicing. Unless otherwise specified in a Task Order, Consultant shall invoice Client monthly for services rendered and expenses incurred the prior month. Client shall pay Consultant within twenty-one (21) days of invoice issue date, unless otherwise specified. Unpaid invoices shall be subject to a one-time 5% late fee. Transaction or payment processing fees incurred due to Client requirements will be paid by

Client (reimbursed as expenses where applicable). Invoices shall be paid as specified in the applicable Task Order. If not specified in the applicable Task Order, invoices will be sent via email to: Will Hare at [will@discoverdurham.com](mailto:will@discoverdurham.com).

e. Applicable Sales and Other Taxes. Client shall be solely responsible for payment of all local, state or federal sales, use, excise, personal property, or other similar taxes or duties imposed with respect to the provision of Services under this Agreement, other than those based on Consultant's net income. In the event that such tax is imposed on Consultant, then Client shall reimburse Consultant for any payments made in connection with the imposition of such taxes or charges.

4. Independent Contractor. The parties to this Agreement agree that the Services performed by Consultant under the terms of this Agreement are performed as an independent contractor. The Services performed by Consultant are performed neither as an employee of Client nor as a partnership or joint venture between Client and Consultant.

5. Intellectual Property.

a. Assignment of Works. Subject to Consultant's receipt of payment due under the applicable Task Order, Consultant assigns, transfers, grants and conveys to Client, all of Consultant's worldwide right, title, ownership and interest in and to the Works (as defined below) created by Consultant pursuant to such Task Order. "Works" means any designs, trademarks, logos, original works of authorship, inventions, discoveries, developments, and other work product, whether or not patentable or registerable under copyright or similar laws, which Consultant may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, in the performance of the Services, including any and all intellectual property rights inherent in the Works and appurtenant thereto.

b. License to Consultant Tools. Works do not include Consultant's software, frameworks, toolkits, modules, scripts, algorithms, methods and practices (collectively the "Consultant Tools"). Subject to Consultant's receipt of payment due under a Task Order, Consultant grants to Client a nonexclusive, royalty-free, perpetual, sub-licensable, right and license to make, modify, distribute, copy, alter and otherwise utilize the Consultant Tools incorporated with the Works provided under such Task Order.

c. Client Contributions. "Client Contributions" means Client's designs, software, methods, practices, tools, specifications, directions, content and material provided to Consultant for use or incorporation with the Works, which Consultant may utilize for such purpose and no other without the express written consent of Client.

d. Third Party Software. Client understands and agrees that certain third party software, scripts, algorithms, frameworks and modules ("Third Party Software") may be embedded within the Works. Consultant will: (i) not without Client's written approval embed any Third Party Software that would require Client to pay a licensing or any other fee; and (ii) upon Client's written request, provide a list of all Third Party Software embedded within the Works and the licenses applicable to such Third Party Software. While Consultant will use commercially reasonable judgment in selecting and embedding Third Party Software, Consultant cannot guarantee or warrant the operation of it; rather, all Third Party Software is provided subject to the license (and warranties, if any) applicable thereto.

6. Warranties, Disclaimer & Limitation on Liability.

a. Warranties of Both Parties. Each party warrants that it has the authority to enter into and perform its obligations under this Agreement, and that such performance will not conflict with any other agreement to which it is bound.

b. Additional Warranties of Consultant. Consultant warrants that (i) it will perform the Services in a professional and workmanlike manner, consistent with industry standards, and (ii) to its knowledge, neither the Works nor Consultant Tools will infringe upon the intellectual property or proprietary rights of any third party.

c. Additional Warranties of Client. Client warrants that, to its knowledge, the Client Content will not infringe upon the intellectual property or proprietary rights of any third party.

d. Disclaimer. OTHER THAN AS SPECIFICALLY SET FORTH ABOVE, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. CLIENT UNDERSTANDS THAT CONSULTANT CANNOT GUARANTEE THE SECURITY OF INFORMATION OR DATA, INCLUDING WITHOUT LIMITATION ANY PERSONAL HEALTH INFORMATION ("PHI") OR PERSONAL CREDIT INFORMATION ("PCI"), NEITHER OF WHICH CLIENT WILL PROVIDE TO CONSULTANT WITHOUT CONSULTANT'S EXPRESS WRITTEN CONSENT. FURTHERMORE, THOUGH CONSULTANT MAY PROVIDE WARRANTY PERIODS IN AN APPLICABLE TASK ORDER, CONSULTANT CANNOT GUARANTEE THE ERROR FREE OR CONTINUOUS OPERATION OF SOFTWARE OR THAT SOFTWARE WILL BE, EXCEPT AS MAY BE SPECIFIED IN THE APPLICABLE TASK ORDER, COMPATIBLE WITH THIRD PARTY SOFTWARE. IT IS CLIENT'S, AND NOT CONSULTANT'S, RESPONSIBILITY TO ENSURE THAT CLIENT'S SERVICES, WEBSITES, SOFTWARE AND/OR PRODUCTS (INCLUDING ANY WORKS INCORPORATED THEREIN), ARE COMPLIANT WITH APPLICABLE LAW, RULES AND REGULATIONS, INCLUDING WITHOUT LIMITATION E-COMMERCE LAWS.

e. Limitation on Liability. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES. EACH PARTY'S LIABILITY FOR ALL CLAIMS, CAUSES OF ACTION AND DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAYABLE UNDER THE APPLICABLE TASK ORDER(S) THAT GAVE RISE TO THE CLAIMS, CAUSES OF ACTION AND DAMAGES.

7. Indemnity. Each party agrees to indemnify, defend and hold the other party (and its affiliates, and their respective employees, agents, officers, directors, agents, consultants, successors and assigns) harmless from and against any third party claims arising from the indemnifying party's negligence, intentional wrongdoing, or breach of this Agreement (including any warranty herein) (a "Claim"); provided that: (a) the indemnified party(ies) provide prompt written notice of the Claim to the indemnifying party; (b) the indemnifying party shall be entitled to control the settlement and defense of the Claim; and (c) the indemnified party(ies) shall reasonably cooperate with the indemnifying party in connection therewith.

8. Non-Solicitation of Personnel. Both Client and Consultant are prohibited from directly or indirectly soliciting for employment, employing or otherwise retaining employees of the other party both during and for a period of one year after termination of this Agreement, unless written consent is given by the affected party. In the event that a breach of this provision results in an employee negatively altering his or her relationship with the injured party, the breaching party shall pay to the injured party as liquidated damages an amount equal to such employee's annual(ized) salary at the time of breach. However, nothing herein shall prohibit either party from employing an employee of the other party who responds to a public employment advertisement or who otherwise applies for employment directly, without solicitation or inducement by or on behalf of the hiring party.

9. Subcontracts. Consultant may subcontract any portion of the Services described in this Agreement to third parties selected by Consultant. Notwithstanding the above, the existence of any subcontract shall not change the obligations of Consultant to Client under this Agreement.

10. Equal Employment Opportunity. Consultant is an equal opportunity employer and does not discriminate against any applicant or employee on the basis of race, color, religion, sex, sexual orientation, age, national origin, handicap or disability, status as a member of the Uniformed Services or any other protected class status.

11. Confidential Information. Either party may receive or have access to technical information of the other party, as well as information about product plans and strategies, promotions, customers and related non-technical business information, that the disclosing party considers to be confidential and that is either identified as such or reasonably should be understood by the receiving party to be so ("Confidential Information"). The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of

