



Avidity

Avidity, LLC

Master Service Agreement (MSA)

As of Jan. 01, 2025

1 Services & Parties

Avidity Solutionz shall provide Customer with the services and products described in one or more Statement(s) of Work ("SOW").

2 Statements of Work

2.1 Contents of Statements of Work

The parties shall describe each individual SOW to be provided under this agreement in its own statement of work (each, a "Statement of Work") or a combined Statements of Work Agreement (listing each "Statement of Work"), each service or item including

1. a full description of the service, labor, and/or system(s) provided under the SOW,
2. the applicable Fees and fee schedule, including any milestones and milestone payments if applicable, for the particular SOW,
3. the method and timeline for payments if different than as described in this MSA,
4. the service levels and acceptance criteria for the particular SOW,
5. any materials the parties will provide for the particular SOW, and
6. a timeline for completing the SOW.

2.2 Integration

A Statement of Work that is signed by both parties and refers explicitly to this agreement will be deemed an integrated part of this agreement.

2.3 Severable

The parties may terminate any individual Statement of Work without effecting the remaining agreement or any other Statement of Work.

2.4 Conflict of Terms

If there is a conflict between the terms of this agreement and any Statement of Work, the



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Statement of Work will control.

2.5 Changes to Statements of Work

1. **Proposing Changes.** Either party may propose changes to the SOW, Fees, or schedule of a Statement of Work by giving written notice to the other party.
2. **Finalizing Changes.** If the parties agree to change the SOW, Fees, or schedule of a Statement of Work, they parties shall cooperate to execute a written amendment to the relevant Statement of Work detailing the changes.

2.6 Additional Statements of Work

1. **Request Additional Services.** Customer may request additional services by written notice to Avidity Solutionz reasonably detailing the requested services.
2. **Assess the Request.** Promptly after receiving a request for additional services from Customer, Avidity Solutionz shall
 - i. assess the request to determine if there are circumstances preventing it from providing the services, and
 - ii. if there are no circumstances preventing it from providing the requested services, provide Avidity Solutionz with estimated Fees and timeline for the requested services.
3. **Execute a New Statement of Work.** If after receiving Avidity Solutionz's estimates Customer still wants the requested services, the parties shall execute a new Statement of Work according to paragraph 2.1, "CONTENTS OF STATEMENTS OF WORK".

3 Compensation

Customer shall pay to Avidity Solutionz compensation for each SOW according to the fee schedules listed in the applicable Statements of Work (the "Compensation").

4 Payment of Compensation

4.1 Invoice Delivery

Avidity Solutionz shall invoice Customer monthly unless otherwise specified by the SOW

4.2 Payment

Customer shall pay each invoice to Avidity Solutionz

1. within 10 Business Days' after receiving each invoice,
2. in immediately available funds, and
3. via electronic methods provided with the invoice, ACH, check or cash.



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4.3 Accounting

Avidity Solutionz shall

1. maintain records of its Services to Customer, and
2. make these records available to Customer on request.

4.4 Invoice Procedure and Requirements

Avidity Solutionz shall

1. make each invoice to Customer in writing, including
 - i. an invoice number,
 - ii. the invoice date,
 - iii. the total amount due,
 - iv. payment method options,
 - v. the accounting that details the specific SOW the invoice is for, and
2. send each invoice electronically via email to the recipient Customer specifies

5 Taxes

Each party shall pay the Taxes arising from the party's performance of its obligations and from compensation paid to the party.

6 Late Payments

6.1 Right to Suspend

If Customer fails to make payments when due three times over any twelve-month period, Avidity Solutionz may suspend the SOW until Customer pays all outstanding fees.

6.2 Interest on Late Payments

Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12.68% annually) or the maximum allowed by Law, whichever is less.

7 Term

7.1 Initial Term

The initial term of this agreement will begin on the Effective Date and continue for 1 year, unless terminated earlier (the "Initial Term").



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7.2 Automatic Renewal

Subject to paragraph "ELECTION NOT TO RENEW", at the end of each Term this agreement will automatically renew for a renewal term of 1 year, unless terminated earlier ("Renewal Term").

7.3 Election Not to Renew

Either party may elect not to renew this agreement, by providing notice to the other party at least 30 Business Days' before the end of the Term.

7.4 Term Definition

"Term" means either the Initial Term or the then-current Renewal Term.

8 No Warranty

8.1 "As-Is"

Unless otherwise listed in this agreement or the SOW of Work, the SOW are provided "as is," with all faults, defects, bugs, and errors.

8.2 No Warranty

Unless otherwise listed in this agreement or SOW,

1. Avidity Solutionz does not make any warranty regarding the SOW, which includes that
2. *Avidity Solutionz disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of fitness for a particular purpose.*

9 Subcontractors

9.1 Subcontracting Permitted

Avidity Solutionz may subcontract, either wholly or partially, any Work under this agreement to its Affiliates or any other third party.

9.2 Avidity Solutionz Remains Responsible

Avidity Solutionz will

1. be deemed to have performed any Work actually performed by a subcontractor selected by Avidity Solutionz, and
2. remain responsible and liable for any Work performed by a subcontractor selected by



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Avidity Solutionz as if Avidity Solutionz had provided the Work itself.

10 Improvement Opportunities

10.1 Identification

Avidity Solutionz shall implement formal processes to proactively identify, investigate, and analyze opportunities to improve the overall success of the parties' relationship and the SOW, including opportunities to

1. continue to improve the quality of the SOW ,
2. suggest new SOW (including new predictive models that could enable Customer to maintain or enhance its industry advantages),
3. drive additional revenues to, or cost savings for, Customer through technological innovation,
4. optimize Avidity Solutionz's business and technical assets through shared or leveraged services, expanded re-use, and consolidation, and
5. provide increased business operational and technical resilience to continue the timely delivery of SOW despite unforeseen external events.

10.2 Implementation of Improvements

1. **Notice of Opportunities and Costs.** If Avidity Solutionz determines that an improvement opportunity is technically possible and could result in meeting one or more of the objectives, Avidity Solutionz shall notify Customer of the improvement opportunity and any potential increases in Compensation it would require.
2. **Amendments.** If Customer requests the improvement, the parties shall cooperate to amend this agreement to provide for the improvement, including any appropriate adjustment in Compensation the parties agree on.

11 Confidentiality

11.1 Confidentiality Obligation

The receiving party shall hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

11.2 Use Solely for Purpose

A receiving party may only use the Confidential Information according to the terms of this agreement.



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11.3 Non-Disclosure

A receiving party may not disclose Confidential Information to any third party, except to the extent

1. permitted by this agreement
2. the disclosing party consents to in writing, or
3. required by Law.

11.4 Notice

A receiving party shall notify the disclosing party if it

1. is required by Law to disclose any Confidential Information, or
2. learns of any unauthorized disclosure of Confidential Information.

12 Insurance

12.1 Insurance Requirement

Avidity Solutionz shall maintain the insurance necessary to cover its obligations and responsibilities under this agreement, or any amount required by Law, but in no case less than \$1,000,000 in Commercial General Liability; and \$1,000,000 Workers Compensation and Employer Liability.

12.2 Proof of Insurance

At Customer's request, Avidity Solutionz shall provide Customer with certificates or other acceptable proof of its insurance, describing the coverage of its insurance, and notice of any material change to its insurance.

12.3 Additional Insurance

Customer may require Avidity Solutionz to obtain a reasonable amount of additional insurance, by providing Avidity Solutionz with

1. good reason for the additional insurance,
2. requirements for the additional insurance, and
3. by accepting any related cost adjustment.

12.4 Additional Insured

1. **Customer Added to Avidity Solutionz's Policy.** Avidity Solutionz shall, within 14 Business



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Days' of the Effective Date, have Avidity Solutionz's insurer add Customer as an additional insured to Avidity Solutionz's policy.

2. **Certificate of Insurance.** Avidity Solutionz shall have its insurer send a certificate to Customer, proving Customer has been added to Avidity Solutionz's policy, and confirming that the insurer will give Customer 30 Business Days written notice before any proposed cancelation, modification, or reduction in coverage of Avidity Solutionz's policy.

12.5 No Contribution from Avidity Solutionz

Any insurance carried by Customer will not be subject to contribution.

13 Avidity Solutionz's Use of Data

13.1 Purpose

Avidity Solutionz will use Customer's Data only in furtherance of this agreement and in providing the SOW.

13.2 Standard of Care

Avidity Solutionz shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect Customer's Data from misuse and unauthorized access or disclosure.

13.3 Safeguards Around Data

Avidity Solutionz shall use appropriate safeguards to protect Customer's Data from misuse and unauthorized access or disclosure, including

1. maintaining adequate physical controls and password protections for any server or system on which Customer's Data is stored,
2. ensuring Customer's Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
3. taking any other measures reasonably necessary to prevent any use or disclosure of Customer's Data other than as allowed under this agreement.

13.4 Permitted Disclosure

Avidity Solutionz may disclose Customer's Data only

1. to the extent necessary, and
2. to its officers, directors, employees, consultants, and representatives on a need-to-know



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basis.

13.5 Required Disclosure

If Avidity Solutionz is compelled by Law to disclose any of Customer's Data, Avidity Solutionz shall notify Customer before disclosing the compelled Data, where permitted by law.

13.6 Unauthorized Disclosure

1. **Report.** Within seven Business Days of Avidity Solutionz becoming aware of any unauthorized use or disclosure of Customer's Data, Avidity Solutionz shall promptly report that unauthorized use or disclosure to Customer.
2. **Cooperation and Mitigation.** Avidity Solutionz shall cooperate with any remediation that Customer, in its discretion, determines is necessary to
 - i. address any applicable reporting requirements, and
 - ii. mitigate any effects of such unauthorized use or disclosure of Customer's Data.

13.7 Agents and Subcontractors

Avidity Solutionz shall ensure that any employees, agents, and representatives, including subcontractors, to whom it provides Customer's Data agree to the same restrictions and conditions listed in this agreement.

13.8 No Modification of Data

Avidity Solutionz shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of Customer's Data.

14 Regulatory Matters

Each party shall promptly notify the other

1. if it becomes the subject of any material claim or demand by any Governmental Authority regarding the SOW or otherwise regarding this agreement, or Action relating to such a material claim or demand that is brought by either a Governmental Authority or other third party, and
2. of any updates in the status or disposition of any such claim, demand, or action.

15 Termination

15.1 Termination on Notice



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Either party may terminate this agreement or any Statement of Work for Material Breach with 30 Business Days' notice to the other party.

15.2 Termination for Material Breach

1. **Termination of Statements of Work.** Each party may terminate a Statement of Work with immediate effect by delivering notice of the termination to the other party, if
 - i. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations specifically related to that Statement of Work or the relevant SOW, and
 - ii. the failure, inaccuracy, or breach continues for a period of 45 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
2. **Termination of Agreement for Material Breach.** Each party may terminate any Statement of Work with immediate effect by delivering notice of the termination to the other party, if
 - i. the other party fails to perform, has made or does make any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations in this agreement or any Statement of Work,
 - ii. the failure, inaccuracy, or breach is serious enough to materially harm or otherwise reduce the value of this entire agreement, not just any particular Statement of Work, and
 - iii. the failure, inaccuracy, or breach continues for a period of 45 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

15.3 Termination for Insolvency

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

15.4 Termination for Failure to Pay

Avidity Solutionz may terminate this agreement with immediate effect, by delivering notice of the termination to Customer, if Customer fails to pay Compensation on time three times over any 12 month period.

16 Return of Property

On termination or expiration of this agreement, or on the other party's request, each party shall



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1. return to the other party all originals of the information, documents, equipment, files, and other property, including Intellectual Property, it received from the other party,
2. destroy all copies of the other party's of the information, documents, equipment, files, and other property, including Intellectual Property, it made, and
3. on the other party's request, certify to the other party in writing that it destroyed all these copies.

17 Effect of Termination

17.1 Termination of Obligations

Subject to paragraph "PAYMENT OBLIGATIONS", on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

17.2 Payment Obligations

Even after termination or expiration of this agreement, each party shall

1. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
2. refund any payments received but not yet earned, including payments for services not rendered, work not performed, goods not delivered, and expenses forwarded.

17.3 No Further Liability

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability

1. that arose before the termination or expiration of this agreement, or
2. arising after the termination or expiration of this agreement and in connection with sections "CONFIDENTIALITY", "TAXES", or "TERMINATION".

17.4 Advice as to Status of Work

On termination or expiration of this agreement or of a particular Statement of Work, Avidity Solutionz shall

1. inform Customer of the status of the performance of the SOW under any Statements of Work still in effect, and
2. on Customer's request, provide Customer with any SOW, including any work in progress, under a terminated Statement of Work.



17.5 Termination Assistance Services

Unless Avidity Solutionz terminates this agreement or a Statement of Work for Customer's material breach, Avidity Solutionz shall cooperate with Customer to design and provide termination assistance services to Customer for a period not to exceed three months following termination of the agreement or the particular Statement of Work, on terms that are fair and commercially reasonable and generally commensurate and consistent with leading industry practices concerning the provision of transition assistance and cooperation services for services similar to the SOW.

17.6 Transition Plan

On Customer's request, Avidity Solutionz shall develop and provide to Customer for approval, and once Customer approves, monitor and regularly update, a detailed transition plan to provide for an orderly transition on termination that includes, among other things, a transition timeline and particulars of the resources to be assigned to implement the transition plan.

17.7 Transition of Services

On termination of this agreement for any reason, Avidity Solutionz shall

1. cooperate with Customer and the Customer's replacement service provider to provide for an orderly transition of the SOW, and
2. as part of the transition plan referred in paragraph "TRANSITION PLAN", or otherwise as Customer requests, deliver over to Customer documentation reasonably necessary to transition the SOW, but in no case will Avidity Solutionz be required to disclose any of its Confidential Information or Intellectual Property under this paragraph.

18 Indemnification

18.1 Indemnification by Avidity Solutionz

Avidity Solutionz (as an indemnifying party) shall indemnify Customer (as an indemnified party) against all losses and expenses arising out of any proceeding

1. brought by either a third party or Customer, and
2. arising out of Avidity Solutionz's breach of its obligations, representations, warranties, or covenants under this agreement.

18.2 Mutual Indemnification

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding



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1. brought by either a third party or an indemnified party, and
2. arising out of the indemnifying party's willful misconduct or gross negligence.

18.3 Exclusions

Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully, negligently, or intentionally to cause those losses.

18.4 Notice and Failure to Notify

1. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
 - i. notify the indemnifying party of the indemnifiable proceeding, and
 - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
2. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

18.5 Defense

The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

18.6 Authority to Contest, Pay, or Settle

The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision

1. does not require the indemnified party to make any admission that it acted unlawfully,
2. does not effect any other legal proceeding against the indemnified party,
3. provides that the indemnifying party will pay the claimant's monetary damages in full, and
4. requires the claimant to release the indemnified party from all liability related to the proceeding.

18.7 Exclusive Remedy

The parties' rights to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section "INDEMNIFICATION".



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19 Limitation on Liability

19.1 Mutual Limitation on Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

19.2 Maximum Liability

Avidity Solutionz's liability under this agreement will not exceed \$ 5,000.00.

20 Dispute Resolution

20.1 Mediation

Any disputes not resolved by negotiation will be subject to mediation under the American Arbitration Association's Mediation Rules as a condition precedent to the filing of any litigation.

1. Either party may commence the mediation process by providing to the other party written notice, listing the subject of the dispute, claim, or controversy, and the relief requested.
2. Within ten (10) days after the receipt of Notice of Mediation, the other party shall deliver a written response to the initiating party's notice.
3. Mediation will be held at a mutually agreeable location within 75 miles of the main place of business of Avidity Solutionz.
4. The initial mediation session will be held within 30 days after the initial notice.
5. The parties agree to share equally the expenses of the mediation, excluding expenses incurred by each party for its own travel costs and legal representation for mediation.

20.2 Arbitration

Any disputes not resolved by mediation within 45 days after initiation of the mediation procedure will be resolved by arbitration under the American Arbitration Association's Arbitration Rules in a court of competent jurisdiction where the contract is performed.

1. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.
2. The arbitration will be conducted by an arbitrator experienced in technology and security service contracts and will include a written record of the arbitration hearing. The parties reserve the right to object to any individual who will be employed by or affiliated with a competing organization or entity.
3. The place of arbitration will be within 75 miles of the main place of business of Avidity



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20.3 Litigation

If the dispute has not been resolved by non-binding means as provided herein within 90 days of the initiation of such procedure, this agreement does not preclude either party from initiating litigation on 7 days written notice to the other party; provided, however, that if one party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

21 Provide Assurances On Notice

Each party, upon receipt of notice from the other party, shall sign or cause to be signed all further documents, do or cause to be done all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.

22 Counterparts

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together form one single document. Digital signatures delivered electronically or by facsimile shall be effective.

23 Amendment

This agreement can be amended only by a writing signed by both parties.

24 Binding Effect

This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

25 Relationship of the Parties

25.1 No Relationship

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

25.2 No Authority

Neither party will have the authority to, and will not, act as an agent for, or on behalf of, the other party or represent or bind the other party in any manner without written permission.

26 No Third-Party Beneficiaries



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Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.

27 Assignment.

Customer may not assign this agreement or any of its rights or obligations under this agreement without Avidity Solutionz's prior written consent. Avidity Solutionz may assign this agreement or any of its rights and obligations under this agreement, effective upon Notice to Customer,

1. to any subsidiary or affiliate, or
2. in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets but only if the assignee assumes all of Avidity Solutionz's obligations.

28 Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of laws rules.

29 Waiver of Jury Trial

Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

30 Force Majeure

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

1. beyond the reasonable control of a party,
2. materially affects the performance of any of its obligations under this agreement, and
3. could not reasonably have been foreseen or provided against, but
4. will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

31 Waiver

1. **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
2. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
3. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
4. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.



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32 Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

33 Acknowledgement of Terms

Each party acknowledges that they

1. have read this agreement,
2. understand the terms of this agreement,
3. have had the opportunity to consult with independent legal counsel in connection with this agreement, and
4. agree to be bound by each part of this agreement.