

General Supplemental Terms and Conditions to the Master Services Agreement with Incorporated Terms, January 2021

The following General Supplemental Terms and Conditions to the Master Services Agreement with Incorporated Terms, January 2021 (“General Terms and Conditions, January 2021”) are fully incorporated into and made part of the Master Services Agreement with Incorporated Terms (“Agreement” or “MSAIT”) entered into by **TrueNorth Companies, L.C.** and its Clients. Any terms or phrases undefined in these General Terms and Conditions, January 2021 shall have the meaning given to them in the MSAIT, and any terms or phrases undefined in the MSAIT shall have the meaning given to them in these General Terms and Conditions, January 2021. The Parties agree as follows:

A. ADDITIONAL FEE AND PAYMENT TERMS

- A.1. *Late Payment.* Any outstanding invoice for which payment not received within five (5) calendar days of the invoice due date shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law, whichever is lower. If a Client has a dispute with an invoice, a description of the disputed matter must be delivered to TNC within the time for payment and the Parties agree to work in good faith to resolve the dispute as promptly as is reasonably practical. If Client is delinquent in its payments, TNC may, in its sole discretion, and upon written notice to Client, but without written amendment to this Agreement, modify the payment terms to require advance payment before the provision of further Services, or require other assurances to secure Client’s payment obligations hereunder.
- A.2. *Taxes.* All fees charged by TNC are exclusive of all taxes and similar duties and charges now in force, or enacted in the future, imposed on the sale, use, transaction and/or the delivery of any Services. Client will be responsible for, and will pay in full, all taxes, fees, duties and charges imposed, if any, on the Services, or the delivery thereof, by any governmental entity which TNC is obligated by law to collect in conjunction with the provision or delivery of the Services. For clarity, Client is not responsible for the payment of any taxes based on TNC’s income.
- A.3. *Other Remedies for Late Payment.* In addition to any other rights granted to TNC herein, and notwithstanding anything to the contrary set forth herein, TNC may immediately, and without advance notice, suspend any Services in whole or in part in the event of a delinquent payment. Client will continue to be charged fees and any other applicable charges for any Services that TNC continues to perform during any period of suspension of any other Services. TNC’s rights under this Section A shall not impact TNC’s termination rights with respect to delinquent payments as set forth herein.

B. CONFIDENTIAL INFORMATION

- B.1. *Nondisclosure of Confidential Information.* Each Party acknowledges that it will have access to certain confidential and proprietary information of the other Party concerning the other Party’s business, plans, clients, employees, contractors, technology, services, and products, and other information held in confidence by the other Party (“Confidential Information”). Confidential Information will include all information in tangible or intangible form that is marked or designated as “confidential” or “proprietary” by either Party or that, under the circumstances of its disclosure, should be reasonably considered confidential. Confidential Information will include, but not be limited to, all information, materials, data and documents, in whatever form, relating to, or provided by, either Party which is not generally available to the general public, as well as any other information, however documented, that is a trade secret within the meaning of the Iowa Uniform Trade Secrets Act, Iowa Code Chapter 550, as amended (a “Trade Secret”). Each Party agrees that during the Term of this Agreement and for five (5) years following termination of the same, it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that Party’s attorneys, accountants and other advisors as reasonably necessary), any of the other Party’s Confidential Information which does not constitute a Trade Secret, and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. Each Party further agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that Party’s attorneys, accountants and other advisors as reasonably necessary), any of the other Party’s Confidential Information

which constitutes a Trade Secret, for as long as such information remains a Trade Secret under applicable law, and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Trade Secrets.

- B.2. *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (a) was known to the receiving party prior to receipt from the disclosing party directly or indirectly as demonstrated by the receiving party's records; (b) becomes known (independent of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party and/or with respect to such information; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; (d) has been or is disclosed, without restrictions on disclosure or other confidentiality obligations, to a third party by the disclosing party; or (e) is independently developed by the receiving party as demonstrated by the receiving party's records and without reference to, or use of, the Confidential Information of the other Party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it first gives the disclosing party reasonable prior written notice of such required disclosure.

C. INTELLECTUAL PROPERTY

- C.1. *Ownership.* All patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof, collectively ("IP"), now owned, or subsequently created, by TNC or its affiliates, including all derivatives therefrom or thereof, (collectively the "TNC IP") shall be and remain the sole and exclusive property of TNC, and this Agreement does not transfer any title to TNC IP to Client. Unless otherwise expressly provided in a SOW, all IP now owned by Client, including all derivatives therefrom or thereof, (collectively the "Client IP") shall be and remain the sole and exclusive property of Client and this Agreement does not transfer any title to any Client IP to TNC. Unless otherwise expressly provided in a SOW, each Party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any IP owned by the other. Unless otherwise expressly provided in a SOW, TNC does not, and will not, provide any of its services, including the Services set forth herein, on a "work for hire" or "work made for hire" basis in connection with this Agreement, or otherwise, and Client acknowledges the same.
- C.2. *General Skills and Knowledge.* Notwithstanding anything to the contrary in this Agreement, but subject to the confidentiality provisions contained herein, TNC will not be prohibited or enjoined by Client at any time from utilizing, for the benefit of itself, its other clients, and/or its general commercial purposes, any skills or knowledge acquired by TNC or its affiliates during the course of providing the Service(s).

D. TNC REPRESENTATIONS AND WARRANTIES

- D.1. *Standard of Performance.* TNC shall perform the Services in a professional and workman like manner substantially similar to that found in its industry or trade, for substantially similar services provided by similar vendors under similar circumstances, subject to, and consistent with, the past practices of the Parties, if any.
- D.2. *DISCLAIMER OF WARRANTIES.* EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, including any expressly provided in any SOW, TO THE MAXIMUM EXTENT ALLOWED BY LAW, TNC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, express or implied, including warranties arising under statute, warranties of merchantability, accuracy, title, non-infringement or fitness for a particular purpose or any warranties arising from usage of trade, course of dealing or course of performance. CLIENT ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN or incorporated into this Agreement by reference.
- D.3. *Representations of TNC.* TNC represents and warrants that (a) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to use any TNC IP contemplated to be used in connection with the Services; (b) the performance of its obligations and provision of the Service(s) by TNC will not, to its knowledge, cause a breach of any agreements with any third parties or, to its knowledge, will not violate any applicable laws or regulations, and (c) it has the legal right and authority to enter into this Agreement based on the signature following TNC's name below.

E. CLIENT OBLIGATIONS

- E.1. *Representations of Client.* Client represents and warrants that (a) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to use any Client IP and/or Client Data (defined below) contemplated to be used in connection with this Agreement; (b) the performance of its obligations, its use of the Service(s) and the terms of this Agreement, will not, to its knowledge, cause a breach of any agreements with any third parties or unreasonably interfere with any other of TNC clients' use of TNC services and, to its knowledge, will not violate any applicable laws or regulations, and (c) it has the legal right and authority to enter into this Agreement based on the signature following Client's name below.
- E.2. *Compliance with Law.* Client will use the Service(s) only for lawful purposes and in accordance with the Agreement.
- E.3. *Client Data.* Client will provide certain data, materials, and factual information to TNC, which are necessary for TNC to provide the Services ("Client Data"). The specific types of Client Data may vary depending upon the nature of the Services provided, may include information related to the Client as well as the Client's sub-contractors and/or clients, and may be described more fully in the SOW applicable to the Service for which the Client Data is required. Client represents and warrants that it has, and grants to TNC, all consent and authority to use, and to allow TNC to use, in connection with the delivery or provision of Services, and TNC's ordinary business operations, all Client Data, including without limitation, all drawings, designs, fonts, trademarks, trade dress, service marks, land-line telephone numbers, cellular telephone numbers, facsimile numbers and electronic mail addresses provided to TNC by Client. Client shall be solely responsible for securing the consent, right and authority to use, as well as the accuracy of, all Client Data used by TNC in the delivery of the Services, and in connection with this Agreement, and represents and warrants that to the best of its knowledge, Client Data shall be accurate in all material respects and shall not omit any information reasonably necessary to make Client Data not misleading. In the event TNC, or any of its officers, directors, managers, members, subsidiaries, employees or affiliates, suffers any and all loss, damage, deficiency, claim, or liability arising out of, or resulting from, (a) any alleged or actual infringement of the intellectual property rights of another entity or another person by the Client Data, or (b) its use of the Client Data as contemplated by this Agreement or any SOW, it shall be deemed a breach of this Agreement by Client; except, in each case of (a) or (b), to the extent such loss, damage, deficiency, claim, or liability arises solely and directly from the negligence of TNC. Client acknowledges the likelihood that TNC may be harmed, or suffer damages, or both, as the result of a breach of this Agreement.

Client acknowledges and agrees that TNC shall be relieved, without liability of any kind, of its performance obligations with respect to this Agreement, for any Services regarding which Client fails to provide any Client Data for which TNC has advised Client is necessary in order for TNC to provide said Services.

F. INDEMNIFICATION

- F.1. **TNC OBLIGATION.** SUBJECT TO THE TERMS OF THIS AGREEMENT, TNC SHALL: (a) DEFEND, INDEMNIFY AND HOLD CLIENT, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS AGAINST ANY THIRD PARTY SUIT, CLAIM, ACTION OR DEMAND ("**Claim**") (i) TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF TNC RELATED TO ITS PERFORMANCE OF THE SERVICES, OR (ii) ALLEGING THAT CLIENT'S USE OF THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT INFRINGES UPON ANY VALID IP RIGHT OF A THIRD PARTY THAT IS ISSUED OR REGISTERED IN THE UNITED STATES; AND (b) PAY ANY COURT-ORDERED AWARD OF DAMAGES OR SETTLEMENT AMOUNT, AND REASONABLE ATTORNEY FEES, TO THE EXTENT CAUSED BY SUCH CLAIM.
- F.2. **EXCLUSION.** TNC SHALL HAVE NO DEFENSE OR INDEMNIFICATION OBLIGATION, OR LIABILITY OF ANY KIND FOR ANY CLAIM ARISING IN WHOLE OR IN PART, OR RELATED TO IN WHOLE OR IN PART, FROM: (a) THE USE BY CLIENT OR ANY THIRD PARTY OF ANY SERVICE WHICH EXCEEDS THE AUTHORIZED USE

PERMITTED UNDER THIS AGREEMENT; (b) THE CONTENT OF THE CLIENT DATA; (d) THE USE OF ANY SERVICE BY CLIENT IN VIOLATION OF APPLICABLE LAW OR AFTER TERMINATION OF SUCH SERVICE IN ACCORDANCE WITH THIS AGREEMENT; OR (e) ANY CLIENT IP OR SOFTWARE.

- F.3. **CLIENT OBLIGATION.** SUBJECT TO THE TERMS OF THIS AGREEMENT, CLIENT SHALL (a) DEFEND, INDEMNIFY AND HOLD TNC, ITS MEMBERS, OFFICERS, DIRECTORS, AFFILIATES AND EMPLOYEES, HARMLESS AGAINST ANY CLAIM (i) TO THE EXTENT ARISING OUT OF THE ACTS OR OMISSIONS OF CLIENT, OR (ii) ALLEGING THAT CLIENT DATA OR CLIENT IP OR SOFTWARE INFRINGES UPON ANY VALID IP RIGHT OF A THIRD PARTY THAT IS ISSUED OR REGISTERED IN THE UNITED STATES, OR (iii) OF CLIENT'S CLIENTS OR SUB-CONTRACTORS WHICH DOES NOT DIRECTLY ARISE FROM THE ACTS OR OMISSIONS OF TNC, AND (b) PAY ANY COURT-ORDERED AWARD OF DAMAGES OR SETTLEMENT AMOUNT, AND REASONABLE ATTORNEY FEES, TO THE EXTENT CAUSED BY SUCH CLAIM.
- F.4. **PROCESS.** ALL OF THE FOREGOING INDEMNITY OBLIGATIONS OF TNC AND CLIENT ARE CONDITIONED ON THE INDEMNIFIED PARTY PROMPTLY NOTIFYING THE INDEMNIFYING PARTY , IN WRITING, OF ANY ACTUAL OR THREATENED CLAIM, THE INDEMNIFIED PARTY GIVING THE INDEMNIFYING PARTY SOLE CONTROL OF THE DEFENSE THEREOF AND ANY RELATED SETTLEMENT NEGOTIATIONS, AND THE INDEMNIFIED PARTY COOPERATING AND, AT THE INDEMNIFYING PARTY'S REQUEST AND EXPENSE, ASSISTING IN SUCH DEFENSE. ***THIS SECTION F STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS ARISING FROM ALLEGATIONS OF IP INFRINGEMENT.***

G. INSURANCE

- G.1. *Minimum Levels.* Client agrees to keep in full force and effect during the term of this Agreement, those insurance coverages, if any, set forth on an applicable SOW. TNC agrees to keep in full force and effect during the term of this Agreement the following:
- a. Comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 - b. Property damage insurance covering no less than the full actual value of TNC's personal and real property;
 - b. Workers' compensation insurance in an amount not less than that required by applicable law;
 - c. Automobile liability insurance with a single combined limit of One Million Dollars (\$1,000,000); and
 - d. Professional liability insurance, in an amount not less than Five Million Dollars (\$5,000,000).
- G.2. *Additional Requirements.* An excess and/or umbrella liability insurance policy which follows the form of any of the above required coverages and regarding which the above required coverages have been specifically scheduled, may be used to meet the required limits. Each Party shall provide written notification to the other of any material change in any of its insurance coverages or corresponding limits which are required by this Agreement.
- G.3. *Certificates.* Upon reasonable request, each Party will deliver to the other, certificates of insurance which evidence the insurance coverages and corresponding minimum limits levels of insurance either set forth above and/or on an applicable SOW.

H. EFFECT OF TERMINATION OF AGREEMENT.

H.1. Upon the effective date of termination of this Agreement:

- a. TNC will immediately cease providing Services; and,
- b. Any and all payment obligations of Client under this Agreement for Services provided through the effective date of termination, as well as any early termination fees provided for in an applicable SOW ("Early Termination Fees"), will immediately become due.

H.2. In the event of termination due to Client's breach of this Agreement, TNC shall be entitled to invoice, collect and recover any fees or charges payable, and any and all other damages or remedies allowed by law or equity resulting from Client's breach of this Agreement.

H.3. Client agrees that termination of this Agreement, or any SOW, for any reason, shall not relieve Client from any payment obligations of Client for insurance policies, coverages, benefits, surety and/or other services, which were placed under this Agreement, if any, including, without limitation, insurance premiums and/or related costs, claims-related costs, fees, and/or taxes. Client acknowledges and agrees that such obligations are governed by the applicable insurance policies as well as any third-party agreements into which Client may have entered for services related to its insurance policies, coverages, benefits, surety, and/or other services.

I. LIMITATIONS OF LIABILITY AND DAMAGES

I.1. ***EXCLUSION OF DAMAGES.*** NEITHER PARTY, INCLUDING ITS OFFICERS, MANAGERS, DIRECTORS, MEMBERS, EMPLOYEES OR AFFILIATES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT), OR FOR COSTS OF SUBSTITUTE SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES TO BUSINESS, REPUTATION OR GOODWILL), OR FOR INDIRECT DAMAGES OF ANY TYPE, HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OF ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF A PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORSEEABLE.

I.2. ***LIMITATIONS ON LIABILITY.*** UNLESS STATED OTHERWISE ON AN APPLICABLE SOW, TO THE MAXIMUM EXTENT PERMITTED BY ENFORCEABLE LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CLIENT, PURSUANT TO THE SPECIFIC SOW UNDER WHICH THE LIABILITY AROSE, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION SHALL NOT APPLY TO: (a) THE INTENTIONAL MISCONDUCT OF EITHER PARTY OR (b) CLIENT'S OBLIGATION TO MAKE PAYMENT OR REIMBURSEMENT TO TNC FOR SERVICES ACTUALLY RENDERED HEREUNDER AND/OR ANY EARLY TERMINATION FEE OWED BY CLIENT PURSUANT TO AN APPLICABLE SOW.

J. GENERAL PROVISIONS

J.1. ***Assignment.*** Neither Party may assign its rights or obligations whether by operation of law or otherwise, without the prior written consent of the other Party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, upon notice and without the other Party's consent: (a) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such Party, assign this Agreement in its entirety to such Party's successor; and (b) assign this Agreement in its

entirety to any company, partnership or other legal entity which from time to time directly or indirectly Controls, is Controlled by, or is under the common Control with such Party, wherein "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section J.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

- J.2. *Force Majeure.* No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes involving a third-party's workforce, trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, pandemic, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "**Force Majeure Event**"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.
- J.3. *Marketing.* Client agrees that during the term of this Agreement TNC may publicly refer to Client, orally and in writing, as a Client of TNC. Any other reference to Client by TNC requires the written consent of Client.
- J.4. *No Third-Party Beneficiaries.* TNC and Client agree that, except for affiliates of TNC, or except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either Party or the Clients or sub-contractors of Client.
- J.5. *Governing Law; Dispute Resolution.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Iowa (except that body of law controlling conflicts of law). The Parties will endeavor to amicably settle any disputes, differences, or claims whatsoever related to this Agreement. Prior to initiating litigation in any court regarding a disputed issue, the Parties agree to participate, in good-faith, in a mediation conducted by a neutral third-party mediator, reasonably acceptable to each Party and knowledgeable and experienced in the matters subject of the dispute. The mediation shall be held in a neutral location with each Party paying Fifty Percent (50%) of the cost of the mediation. Each Party shall be responsible for its own travel costs and related expenses.
- J.6. *Severability; Waiver.* It is agreed and understood that should any of the provisions of the Agreement, other than and excluding Sections 1, 2, 3, and 4 of the MSAIT, and Sections, A, B, C, D,E, F, H, I, J.7, and J.9 of the General Terms and Conditions, January 2021 be determined by any court of competent jurisdiction to be invalid or void for any reason, then the Parties consent that this Agreement shall be amended retroactive to the date of its execution to include all terms and conditions other than those found by the court to be invalid or void. It is agreed and understood that should any of the content of Sections 1, 2, 3, and 4 of the MSAIT, or Sections, A, B, C, D, E, F, H, I, J.7, and J.9 of the General Terms and Conditions, January 2021 be determined by any court of competent jurisdiction to be invalid or void for any reason, then either Party may terminate the Agreement immediately by giving written notice to the other Party. The waiver of any breach or default of the Agreement will not constitute a waiver of any subsequent breach by default and will not act to amend or negate the rights of the waiving party.
- J.7. *Relationship of Parties.* TNC and Client are independent contractors and the Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between TNC and Client. Neither TNC nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- J.8. *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 2 and 4 of the MSAIT, and Sections A, B, C, D, E, F, H, I, J and K of the General Terms and Conditions, January 2021.

K. OTHER TERMS AND CONDITIONS

K.1. *Access to Records.* To the extent applicable to a SOW, upon written request made within four (4) years of the termination date of this Agreement, the Secretary of Health and Human Services and/or the Comptroller General of the United States, or their duly authorized representatives, shall have access to this Agreement and to TNC's books, documents, and records necessary to verify the costs of services performed under this Agreement, in accordance with procedures established by applicable regulations implementing Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499). Further, in the event TNC subcontracts the performance of any of its obligations under this Agreement to a third party for a value of Ten Thousand Dollars (\$10,000.00) or more over a period of twelve (12) months, such subcontract agreement must contain a clause to the effect that the subcontractor will, for a period of four (4) years after the services are furnished, make available to the Secretary of Health and Human Services and/or to the Comptroller General, or their duly authorized representative, the subcontract agreement and the books, documents and records that are necessary to verify the nature and extent of the costs of the services provided under the subcontract agreement.

K.2. *Federal Program Eligibility.* To the extent applicable to an SOW, each Party represents and warrants to the other that (a) neither it nor any of its principals or affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) neither Party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it or its affiliates know or should know are excluded from participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending against it or its affiliates or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement; and, each shall notify the other party of any Exclusion/Adverse Actions or any basis therefore within seven (7) days of its learning of any such Exclusion/Adverse Action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at the other Party's sole discretion.