

JMT Master Services Agreement



This Software Implementation and Consulting Agreement (this “**Agreement**”), dated as of the effective date of the initial Statement of Work, which is incorporated herein (the “**Effective Date**”), is by and between JMT Consulting Group, Inc., a Delaware corporation, with a principal place of business at 1982 Providence Pkwy, Suite 258, Mount Juliet, TN 37122 (“**JMT**”) and the entity identified in the Statement of Work (“**Customer**” and together with JMT, the “**Parties**”, and each a “**Party**”).

WHEREAS JMT has the capability and capacity to provide certain financial management and accounting software implementation and ongoing professional services; and

WHEREAS Customer desires to retain JMT to provide such services, and JMT is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JMT and Customer agree as follows:

1. Services. JMT shall provide to Customer, as set out in more detail in the Statement(s) of Work (each a “**Statement of Work**”), a custom JMT solution, including software implementation, training, financial management solutions, and ongoing support and consultation with JMT experts—targeted and strategically curated to optimize Customer’s unique, mission-drive teams and non-profit finances (the “**Services**”). Statements of Work shall be deemed issued and accepted only if signed by the JMT Contract Manager and the Customer Contract Manager, appointed pursuant to Section 3.1(a) and Section 4.1 of this Agreement, respectively.

2. Software.

2.1 Software Provider. As part of the Services, JMT shall provide Customer with certain third-party software, as set forth in the applicable Statement of Work (the “**Software**”). Customer acknowledges that JMT is sublicensing the Software to Customer as provided by the applicable third-party software providers (each a “**Software Provider**”) and Customer’s use of the Software is subject to the terms and policies of the Software Provider as may be amended from time to time by the Software Provider, including, but not limited to, the

Software Provider's privacy, data-collection, and data-security policies; the Software Provider's subscription agreement, which shall be attached to the initial Statement of Work; and any other terms which may be posted on the Software or Software Provider's website, as applicable ("**Software Provider Terms**"). Customer acknowledges and agrees that it will execute and abide by all applicable Software Provider Terms, as the Software Provider may require. Customer acknowledges and agrees that the warranties made by JMT in this Agreement are as to the Services only, and JMT makes no warranties of any kind regarding the content, accuracy, quality, nature, appropriateness, decency, functionality, performance, reliability, completeness, timeliness, validity, safety, legality or any other aspect of the Software. Please refer to the Software Provider Terms for the Software Provider's warranties regarding the Software.

2.2 License. Subject to the terms and conditions of this Agreement (including, without limitation, payment of all applicable Fees) and the Software Provider Terms, JMT grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software, including any API's, solely for Customer's own internal business purposes during the Term.

2.3 Restrictions. In addition to any restrictions set forth in the Software Provider Terms, Customer agrees that it will not: (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Software or any accompanying Software documentation ("**Documentation**"); (b) merge the Software with any other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software Product except as expressly permitted under Section 2.2. Customer may make a reasonable number of copies of the Software Product solely as necessary for archival or backup purposes.

2.4 Proprietary Rights. The Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of JMT, its affiliates, the Software Provider, and their respective licensors. All rights in and to the Software not expressly granted to Customer in this Agreement are reserved by JMT and the Software Provider. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of JMT or the Software Provider on the Software or Documentation.

2.5 API Integration. JMT may provide Customer with access to application programming interfaces ("**APIs**") for purposes of embedding or integrating the Software with other applications or systems. Customer acknowledges and agrees that (a) any integration or interoperability between the Software and any third-

party applications, systems, or services (“**Third-Party Systems**”) is undertaken at Customer’s sole risk; (b) JMT does not control, operate, or assume any responsibility for Third-Party Systems; and (c) JMT makes no representations or warranties regarding the functionality, security, or performance of any Third-Party Systems or their interaction with the Software. Customer shall be solely responsible for compliance with all terms governing its use of Third-Party Systems. Notwithstanding the foregoing, JMT will provide technical support and troubleshooting services related to the APIs as part of the Services, including commercially reasonable efforts to identify and address issues impacting the integration between the Software and Third-Party Systems; provided, however, that JMT shall not be responsible for correcting defects or failures in any Third-Party Systems themselves. JMT shall have no liability arising from or related to any integration with, or use of, Third-Party Systems, including any data loss, corruption, or security breach resulting therefrom.

3. JMT Obligations. JMT shall:

3.1 Designate a number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work, “**Provider Representatives**”).

3.2 Make no changes in Provider Representatives except:

(a) Following notice to Customer.

(b) Upon the resignation, termination, death or disability of an existing Provider Representative.

4. Customer Obligations. Customer shall:

4.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

4.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from JMT for instructions, information, or approvals required by JMT to provide the Services.

4.3 Cooperate with JMT in its performance of the Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable JMT to provide the Services.

4.4 Provide and keep up to date, at Customer’s sole cost and expense, all materials and requested information (including documents, data, mappings, login

credentials, and specifications), technology (including hardware, devices, software, operating systems, networking, web servers, telecommunication and Internet connections, and the like), and third party services as requested by JMT, or as may otherwise be necessary to enable JMT to provide the Services (“**Customer Materials**”). Customer acknowledges and agrees that JMT shall not be liable for, and Customer assumes all risks associated with, any incompatibilities, errors, or problems arising from Customer’s hardware, software, or network environment.

4.5 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in JMT’s provision of the Services.

5. Fees and Expenses.

5.1 In consideration of the provision of the Services by JMT and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Statement of Work (“**Fees**”). Payment to JMT of such fees and the reimbursement of expenses pursuant to this Section 5 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within ten (10) days of receipt by the Customer of an invoice from JMT but in no event more than thirty (30) days after completion of the Services performed pursuant to the applicable Statement of Work.

5.2 Customer shall reimburse JMT for all reasonable expenses incurred in accordance with the Statement of Work, including, without limitation, travel and lodging expenses, communications charges and supplies, within ten (10) days of receipt by the Customer of an invoice from JMT accompanied by receipts and reasonable supporting documentation.

5.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; and to the extent JMT is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse JMT in connection with its payment of fees and expenses as set forth in this Section 5. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, JMT’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.4 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse JMT for all reasonable costs incurred in collecting any late payments, including, without

limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which JMT does not waive by the exercise of any rights hereunder), JMT shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed fees when due hereunder and such failure continues for ten (10) days following written notice thereof.

6. Limited Warranty and Limitation of Liability.

6.1 JMT warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

6.2 JMT's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) JMT shall use reasonable commercial efforts to promptly cure any such breach; provided, that if JMT cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 10.3.

(b) In the event the Agreement is terminated pursuant to Section 6.2(a) above, JMT shall, within thirty (30) days after the effective date of termination, refund to Customer any fees already paid by Customer for Services or Deliverable that have not yet been rendered or delivered as of the date of termination.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Customer.

6.3 JMT MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. Indemnification. Customer agrees to defend, indemnify, and hold harmless JMT and its directors, managers, officers, governors, members, employees, subcontractors, and agents against any and all claims and/or liability for damages, personal injury, death, fines, penalties, costs, expenses, losses, lost profit, lost

revenue, property damage, attorneys' fees, and any and all other damages of whatever kind and nature arising out of or relating to (a) any Customer Materials (including but not limited to any inaccuracies of data contained therein) and JMT's compliance with any specifications or directions provided by or on behalf of Customer, and JMT's use of any of the foregoing in connection with performance of the Services; (b) any modification or changes made to the Services or deliverables by or on behalf of any person other than JMT, (c) any third-party services and JMT's use of any of the foregoing in connection with the Services; (d) the negligent acts or omissions of Customer; (e) the operation of or inability to operate any software or system implemented or customized on Customer's behalf by JMT; and (f) Customer's breach of any of the terms and conditions of this Agreement, even if Customer has advised JMT of the possibility of such damages.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the JMT in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer materials shall be owned by JMT, the Software Provider, and their respective licensors. JMT hereby grants Customer a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, solely to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

9. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality

of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 9 only, "**Receiving Party's Group**" shall mean the Receiving Party's employees, officers, directors, members, agents, service providers attorneys, accountants, and financial advisors.

10. Term, Termination, and Survival.

10.1 This Agreement shall commence as of the Effective Date and shall continue for the term set out in the Statement of Work, unless sooner terminated pursuant to Section 10.2, Section 10.3, or Section 10.4 (the "**Initial Term**"). This Agreement will automatically renew for additional twelve (12) month renewal terms (each a "**Renewal Term**") unless sooner terminated pursuant to Section 10.2, Section 10.3, or Section 10.4, or unless otherwise set out in the Statement of Work.

10.2 Either party may terminate this Agreement, effective at the end of the given Initial Term or Renewal Term, by providing written notice to the other party within ninety (90) days, but no later than thirty (30) days, from the expiration of the then-current Initial Term or Renewal Term.

10.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (for purposes of this Section 10.3, the "**Defaulting Party**") if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within fourteen (14) days or is not dismissed or vacated within forty-five (45) days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.4 Notwithstanding anything to the contrary in Section 10.3(a), JMT may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; or (b) more than three (3) times in any six-month period.

10.5 Effect of Termination.

(a) Upon termination or expiration of this Agreement for any reason: (a) all Statements of Work under this Agreement will immediately terminate; (b) all license rights granted in this Agreement or through this Agreement and any Software Provider Terms will immediately cease to exist; and (c) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers and other devices, and return to JMT or destroy all copies of the Software and Documentation on tangible media in Customer's possession.

(b) Upon termination by either Party for any reason, Customer shall owe all Fees for Services already rendered to Customer by JMT at the date such termination becomes effective (the "Termination Date"), without regard to whether any invoices had or had not been issued. Such Fees shall be due immediately upon the Termination Date. If Customer terminates this Agreement pursuant to Section 10.2 or if JMT terminates this Agreement pursuant to Section 10.3 or 10.4, all prepaid Fees shall be non-refundable. If Customer terminates this Agreement pursuant to Section 10.3, or if JMT terminates this Agreement pursuant to Section 10.2, any prepaid Fees for Services not yet rendered to Customer on the Termination Date shall be refunded to Customer on a pro rata basis.

10.6 The rights and obligations of the Parties set forth in this Section 10 and in Sections 6, 7, 8, 9, 11, 12, 14, 16, 20, and 21, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination

or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL JMT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT JMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 IN NO EVENT SHALL JMT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO JMT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control, except where expressly stated otherwise in this Agreement or a Statement of Work.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its mailing address or email address set forth in the initial Statement of Work (or to such other mailing address or email address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email to the designated email recipient set forth below. Except as otherwise provided in this Agreement, a Notice is effective only on actual receipt by the receiving Party.

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of JMT. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. JMT may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of JMT's assets without Customer's consent.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by JMT shall be under its own control, Customer being interested only in the results thereof. JMT shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general

right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. Choice of Law. This Agreement and all related Statements of Work, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Tennessee, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Tennessee.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Statements of Work and all contemplated transactions, in any forum other than the United States District Court of the Middle District of Tennessee in Nashville, TN or in the courts of Tennessee of Wilson County.

22. Publicity. JMT may, subject to Customer's approval of content, not to be unreasonably withheld or delayed, (a) create a general contract announcement press release indicating that the parties have entered into this Agreement, (b) use Customer's business name and logo in written materials identifying JMT' customers and in other appropriate promotional materials; (c) identify Customer in applicable case studies; and (d) identify Customer as a reference for prospective customers and the media (provided that Customer shall not be obligated to comment in any way).

23. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

24. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to JMT hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, tornado, hurricane, or explosion; (c) war, invasion,

hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 24, the other Party may thereafter terminate this Agreement upon written notice.

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