



MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 1st day of November, 2018, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Baldwin County Commission ("Baldwin County").

A. Ingenuity is a professional services firm that provides a broad range of business and technology services.

B. Baldwin County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Baldwin County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. SERVICES. Ingenuity shall perform for Baldwin County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Baldwin County shall provide Ingenuity access to Baldwin County's facilities and all relevant Baldwin County information.

2. TERM. The initial term of this Agreement shall be for thirty-seven (37) months beginning as of the date of this Agreement. At the expiration of the initial term, this Agreement shall be renewed automatically for successive one-year terms unless notice of its intention not to renew is given in writing sixty (60) days prior to expiration of the term by the party seeking to terminate. The term of this Agreement shall be automatically extended as necessary to include the term of all SOWs and the payments related to all SOWs.

3. PAYMENT FOR SERVICES.

(a) Payment. Baldwin County shall pay Ingenuity as set forth in all applicable SOWs.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing Services to Baldwin County hereunder shall be paid by Ingenuity unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Baldwin County as agreed upon in the applicable SOW and Baldwin County shall pay Ingenuity for the Services performed within forty-five (45) days after the date of Ingenuity's invoice. Baldwin County shall pay interest at the rate of six percent (6%) per annum on any balance not paid within thirty (30) days of the due date.

4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Baldwin County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or

information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND UNLESS OTHERWISE SPECIFIED IN A SOW IS NOT A SALE OF GOODS. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY WARRANTY OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable and Ingenuity retains all right, title and interest in and to such software and processes, including all intellectual property rights pertaining thereto.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH BALDWIN COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY BALDWIN COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Baldwin County shall be that of an independent contractor and not that of an employee of Baldwin County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Baldwin County, whether regulatory or contractual, or to assume any responsibility for Baldwin County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party thirty (30) business days prior written notice with an opportunity to cure the breach within such thirty (30) business day period. In the event that the breaching party fails to cure the breach within the thirty (30) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. MISCELLANEOUS.

(a) This Agreement and any executed SOWs constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Baldwin County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Baldwin County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road, Suite 200
Pelham, AL 35124
Attention: President

Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507
Attention: Chairman

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Baldwin County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the

delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity and Baldwin County may prepare and distribute joint news releases. Both parties will have the right to approve any such news release prior to any related distribution. Ingenuity may reference Baldwin County's name and use Baldwin County's logo in Ingenuity's presentations as long as the applicable use is approved by the applicable Baldwin County representative in writing.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Baldwin County Commission

Signature: _____

By: Frank Burt, Jr.

Title: Chairman

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President

Baldwin County Commission Attest/Witness

Signature: _____

By: Ronald J. Cink

Title: County Administrator/Budget Director

Baldwin County Probate Judge

Signature: _____

By: Tim Russell

Title: Probate Judge