



Master Agreement for Services

An agreement between Bitfocus, Inc. and Kansas Statewide Homeless Coalition

Kansas Statewide Homeless Coalition
2001 Haskell Avenue,
Lawrence, KS 66046

Master Agreement for Services Between Bitfocus, Inc. and Kansas Statewide Homeless Coalition

This Master Agreement for Services, consisting of this document, the attached Service Agreement(s), and any other documents listed below (collectively, the "Agreement"), is made and entered into by **Bitfocus, Inc.** ("**Bitfocus**"), a Nevada corporation with a primary mailing address of 5940 S Rainbow Blvd Ste 400 #60866 Las Vegas, Nevada 89118-2507; and the **Kansas Statewide Homeless Coalition** ("**KSHC**", "Customer"), with principal offices at 2001 Haskell Avenue, Lawrence, KS 66046.

KSHC also duly authorizes **Kansas Resource Housing Corporation** to assist with and administer this agreement as necessary and in the role of HMIS Lead Agency. References made throughout the agreement implies Kansas Resource Housing Corporation is authorized to act in the best interests of Customer and in agreement with the signed Memorandum of Understanding.

This Agreement governs transactions by which KSHC acquires services from Bitfocus and is effective as of **May 1, 2020** (the "Effective Date").

Background

Bitfocus is the owner and operator of Clarity Human Services (the "ClarityHS Service") and is the provider of related professional services. KSHC requires services like those provided by Bitfocus and wishes to use the ClarityHS Service or related professional services. These services are collectively described in the attached Service Agreement(s) (the "Services"). Bitfocus wishes to provide these Services.

Together, Bitfocus and KSHC have agreed to the terms and conditions of this Agreement.

Definitions

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Bitfocus may deliver to Customer as part of a Service. The term "Materials" does not include licensed products available under separate license agreements.

Service is the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as a access to a web application) Bitfocus makes available to Customer.

HMIS Lead Agency refers to Kansas Resource Housing Corporation, who operates the Kansas State HMIS on behalf of the Kansas Statewide Homeless Coalition and Kansas Balance of State CoC

Agreement Structure

The Agreement consists of this document and Attachments called "Service Agreements" or "Forms" that contain additional terms for Services. Each Service Agreement and Form is made a part of the Agreement by this reference.

Initial Service Agreements include:

- Attachment A: Clarity Service Agreement
- Attachment B: Clarity Implementation Service Agreement
- Attachment C: Project Costs
- Attachment D: HIPAA Business Associates Agreement

A Service becomes subject to this Agreement when Bitfocus accepts the work order by (1) sending Customer an invoice, (2) executing a Service Agreement with Customer, or (3) providing the Service.

Customer accepts the terms in Attachments by (1) signing them; (2) using the Service or allowing others to do so; or (3) making any payment for the Service.

Should document terms conflict, Attachment terms prevail over those of this Agreement.

General Terms

In consideration of this and the terms and representations contained in this Agreement, Bitfocus and Customer mutually agree to the following:

1. **The Services**
 - a. Purpose and Term

- i. This Agreement sets forth the terms and conditions under which Bitfocus agrees to provide the Services described in the Service Agreement. The Service Agreement may be amended at a later date with the signed written agreement of both Bitfocus and Customer. This Agreement and the applicable Service Agreement shall remain in effect until terminated as provided herein.

1. *Authorized Users*

- a. Customer agrees to abide by the terms and conditions in the attached Service Agreement and Budget and Fee Schedule regarding authorized use of the Services. Unless the attached Service Agreement explicitly specifies otherwise, Customer is solely responsible for all user identification and password change management. Clarity Human Services supports self-service password resets.
- b. Operational Control
 - i. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Bitfocus.
- c. Time of Performance
 - i. For the term of the applicable Service Agreement, Bitfocus will provide the Services in accordance with the applicable Service Levels described in Attachment A.
- d. Non-Exclusivity
 - i. Nothing herein shall be deemed to preclude either Bitfocus or Customer is from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the other party.

2. **Term and Termination**

- a. Term
 - i. Unless this Agreement or a Service Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of a Service Agreement (the "Initial Term") starts on and continues for sixty (60) months thereafter.
 - ii. Customer has the right to terminate this agreement if:
 - a. the Kansas Statewide Homeless Coalition ceases to receive funding,
 - b. the quarterly or annual performance review of Bitfocus' services warrants concern and requires termination due to non-compliance with performance expectations. In the event funding is terminated by HUD, OR annual performance review between Bitfocus and Customer does not support continuation of services, the agreement will be terminated and future expected payments will be null and void.

- iii. Following the Initial Term, a Service Agreement will renew for successive one-year terms, (each, a "Renewal Term") until Customer provides Bitfocus with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.
- iv. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
- b. Termination for Cause
 - i. If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or a Service Agreement.
- c. Payments Upon Termination
 - i. Upon the expiration or termination of this Agreement or a Service Agreement for any reason, Customer shall pay to Bitfocus all amounts due and payable hereunder for future services.
- d. Return of Materials
 - i. Upon expiration or earlier termination of this Agreement or a Service Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises.
 - ii. A physical copy of Customer Data will be provided to Customer upon written request for a fee of \$500 per copy plus applicable delivery charges.
 - iii. The parties agree to work in good faith to execute the preceding in a timely and efficient manner.
- e. Survivability
 - i. This Section shall survive the termination of this Agreement.

3. **Shared Resources**

- a. In accordance with the terms set forth in the Service Agreement, each party shall provide certain resources (Customer Resources and Bitfocus Resources, as the case may be) to the other party as Customer and Bitfocus may mutually deem necessary to perform the Services. These resources shall be returned upon termination of the Service Agreement.

4. **Representations and Warranties**

- a. Mutual Representations and Warranties
 - i. Both Customer and Bitfocus represent and warrant that:
 - 1. it is a business duly incorporated, 501(c)(3) non-profit or government entity validly existing, and in good standing under the laws of its state of incorporation;
 - 2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - 6. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

5. Non-Disclosure of Personal Information

- a. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- b. Meaning of Confidential Information
 - i. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, Customer, supplier, or contractor information; (iii) information regarding business plans

(strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

c. **Obligation of Confidentiality**

- i. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

d. **Remedies for Breach of Obligation of Confidentiality**

- i. Both Customer and Bitfocus acknowledge that breach of the other party's obligation of confidentiality may give rise to irreparable injury to the Disclosing party and its clients and/or customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to the any other legal remedies which may be available, to include, at the sole election of the Disclosing party, the immediate termination of this Agreement in whole or in part.

e. **Survivability**

- i. The provisions of this Section shall survive the termination of this Agreement.

6. Property Rights

a. **Pre-existing Materials**

- i. Customer acknowledges that, in the course of performing the Services, Bitfocus may use software and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the “Pre-existing Materials”) and that same shall remain the sole and exclusive property of Bitfocus.

Customer Data

Customer's information, or any derivatives thereof, contained in any Bitfocus repository (the “Customer Data,” which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of Kansas Statewide Homeless Coalition and Kansas Balance of State CoC. This includes User Agreements/Releases of Information. Customer shall be entitled to an export of Customer Data, upon the request of Customer and upon termination of this Agreement or a Service Agreement. Bitfocus is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

- a. No License
 - i. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.
- b. Intellectual Property Rights
 - i. Bitfocus, as owner/operator of Clarity Human Services shall and does own all titles, rights and interests in all Work Products created by Bitfocus and its subcontractors (collectively “Contractors”) and used to provide services to Customer under this Agreement. Work products commissioned by Bitfocus for use by Customer shall remain the sole ownership of the Bitfocus.
 - ii. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawing and sketches, computer programs, software, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

- iii. Bitfocus retains full ownership of, and reserves all rights to, all software and other Work Products developed under this agreement. Customer agrees to transfer any surviving ownership claims to the service, underlying software or Work Product in their entirety to Bitfocus upon termination of this contract.
- c. Use of Work Products
- i. Customer acknowledges that, in the course of performing services, Bitfocus may use publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, marks, logos, graphic designs, notes and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Work Products") and that same shall remain the sole and exclusive property of Bitfocus.
 - ii. Customer's information, or any derivatives thereof, contained in any Bitfocus repository (the "Customer data", which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of Customer. Bitfocus is provided a license to Customer data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer data only to the extent necessary in the provisioning of the Services.
 - iii. Customer shall not dispute or contest, directly or indirectly, the Bitfocus' exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Customer hereby assigns, and if later required by the Bitfocus, shall assign to Bitfocus all titles, rights, and interests in all Work Products. Customer shall cooperate and cause subcontractors to cooperate in perfecting Bitfocus' titles, rights, or interests in any Work Product, including prompt execution of documents as presented by Bitfocus.
 - iv. To the extent any of the Work Products may be protected by U.S. Copyright laws, it is agreed that Customer commissions Bitfocus to create the copyrightable Work Products, which are intended to be work-made-for-hire for the benefit of Customer and the copyright of which is vested in Bitfocus.
 - v. Except as expressly set forth herein, no license is granted by either party to the other with respect to Confidential Information, Work Products, or Customer data. Nothing in this agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Work Products, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Work Products, or Customer data.

- vi. Bitfocus and Customer agree that before commencement of any subcontract work it will incorporate this to contractually bind or otherwise oblige its subcontractors and personnel performing work under this agreement such that Bitfocus' titles, rights, and interests in Work Products are preserved and protected as intended herein.
- d. Survivability
 - i. The provisions of this Section shall survive the termination of this Agreement.

1. Information Security

- a. Without limiting Bitfocus' obligation of confidentiality as further described herein, Bitfocus shall be responsible for establishing and maintaining an information security program that is designed to:
 - i. ensure the security and confidentiality of the Protected Data;
 - ii. protect against any anticipated threats or hazards to the security or integrity of the Protected Data;
 - iii. protect against unauthorized access to or use of the Protected Data;
 - iv. (iv) ensure the proper disposal of Protected Data; and,
 - v. ensure that all subcontractors of Bitfocus, if any, comply with all of the foregoing.
 - vi. ensure that, if properly configured by system administrators, the database will be fully HIPAA compliant

2. Limitation of Liability

- a. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT.
- b. Survivability

- i. The provisions of this Section shall survive the termination of this Agreement.

3. **General Terms**

a. Relationship between Customer and Bitfocus

- i. Bitfocus represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Bitfocus, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Bitfocus' status as independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Bitfocus or Bitfocus' agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Bitfocus nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

b. Governing Law

- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, the State of Kansas, and the federal laws of the United States of America. Customer hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Nevada and the State of Kansas in all questions and controversies arising out of this Agreement.

c. Dispute Resolution

- i. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Bitfocus will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either project manager will have the right to submit the dispute to Bitfocus' director level and Customer's second vice president level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to

appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

- d. Compliance with Laws; Customer Policies and Procedures
 - i. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Without limiting Bitfocus' other obligations of indemnification herein, Customer shall defend, indemnify, and hold Bitfocus harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Bitfocus Indemnity, on account of the failure of Customer to perform its obligations imposed herein.
- e. Cooperation
 - i. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Bitfocus will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Bitfocus. Bitfocus agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- f. Force Majeure
 - i. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Bitfocus fails to use its best efforts to minimize such

delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Bitfocus from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Bitfocus that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.

g. No Waiver

- i. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision

h. Notices

- i. Any notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

i. Counterparts; Electronic Signature

- i. 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 Agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

4. Terms of Payment

- a. Customer shall be responsible for and shall pay to Bitfocus the fees as described in the Agreement and attached Service Agreement(s), subject to the terms and conditions contained therein. Any sum due Bitfocus for Services performed for which payment is not otherwise specified shall be due and payable fifteen ("15") days after receipt by Customer of an invoice from Bitfocus. Customer will make payments for the specified Services in accord with the following conditions.

b. Monthly Invoices

- i. Bitfocus will send an email invoice to Customer on the first day of each Month, to be paid within fifteen ("15") days.

c. Pro-Rated Standard Charges

- i. In cases where services are initiated or terminated on dates other than the first day of the month, Customer will pay pro-rated Fixed and Variable charges.
- d. Payment Deadline
 - i. Customer will make payments on invoices within fifteen (“15”) calendar days from the date of email invoice.
- e. Late Payment Penalty
 - i. Customer will render a Late Payment Penalty of one and a one half percent (“1.5%”) interest per month on balances unpaid after the Payment Deadline. Late Payment penalties will be charged to the next invoice for regular service.
- f. Cancellation of Work Orders
 - i. Customer will pay a reasonable administrative fee for any cancellation of this contract or associated work order prior to delivery of services.
- g. Annual Rate Increase
 - i. Prices listed in this Agreement and its attached Service Agreements will be held fixed throughout the Initial Term of the Agreement. Rate increases for future renewal periods require the signed consent and understanding of both parties no less than ninety (90) day prior to the start date of the renewal period.
- h. Taxes
 - i. Customer is responsible for payment of any and all federal, state, and local taxes, charges, or surcharges unless Customer provides Service Provider with proof of Customer. Customer will indemnify Bitfocus for any and all costs, claims, taxes, charges, and surcharges levied against Bitfocus relative to such exempt status. When tax exemption does not apply, Customer agrees to pay any applicable taxes.
- i. Tariff Applications
 - i. Customer acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by Customer. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.

Master Signatures Page

- a. Entire Agreement
 - i. This Agreement and its attachments constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Bitfocus as to the subject matter hereof.
 - ii. This Agreement may only be amended by in writing with the signature of Bitfocus and Customer.
- b. Signatures
 - i. Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Signature: *Kate Watson*
Email: kwatson@kshomeless.com
Title: Executive Director
Company: Kansas Statewide Homeless Coalition

Kate Watson
Apr 9, 2020

Signature: *Jeff Ugai*
Email: jeff@bitfocus.com
Title: Chief Operating Officer
Company: Bitfocus

Jeff Ugai
Apr 9, 2020