

MaritzCX Master Vendor Agreement (March 2017)**MaritzCX Master Vendor Agreement (March 2017)**

This Master Vendor Agreement (“Agreement”) is entered by and **between MaritzCX Holdings LLC, a Delaware limited liability company, and its subsidiaries, with its principal place of business located at 3450 Triumph Blvd, Lehi, Utah 84043 (“MaritzCX”)** and any individual or entity that is specified on a signed purchase order issued by MaritzCX as a supplier (“Vendor”). This Agreement is made effective as of the date that Vendor signed their latest purchase order with MaritzCX (the “Effective Date”).

1. VENDOR STATUS.

- a. The parties intend that neither Vendor, nor its employees, representatives or agents, will be deemed to be employees of MaritzCX for any purpose. MaritzCX will have no control or influence over any of Vendor’s employees or agents. Vendor has the sole discretion to hire, fire, discipline, evaluate, manage, train, control and determine the methods and means of performing the services contracted for under this Agreement and under respective Statements of Work (collectively, “Services”). Unless described in an effective Statement of Work (“SOW”), Vendor will furnish all tools, materials and equipment used to provide the Services. No employee, representative or agent of Vendor will be eligible for, and will not participate in, any employer pension, health, compensation or other fringe benefit of MaritzCX including, but not limited to, any bonus, vacation, disability or retirement benefits MaritzCX may provide its own employees. MaritzCX will not be liable for any losses or damages caused or incurred by Vendor in connection with the Services, and Vendor indemnifies MaritzCX, and waives and releases MaritzCX from any liability or expense related to such losses or damages.
- b. This Agreement does not create a partnership, joint venture, employment or any other similar relationship between the parties. Vendor may only enter into contracts or agreements on behalf of MaritzCX with prior written authorization of MaritzCX. Vendor is engaged by MaritzCX only for the purpose and to the extent set forth in this Agreement and applicable SOWs or as other similar new SOWs that are mutually agreed in writing by the parties.

2. SERVICES and PAYMENT.

MaritzCX retains Vendor to perform Services relating to MaritzCX’ business as described in applicable SOWs accepted and signed by MaritzCX and Vendor. MaritzCX makes no guarantee of any ongoing work, or any amount of work, to Vendor except as specifically provided in a fully executed SOW. MaritzCX will not pay any amounts or make any payments unless specifically provided in a fully executed SOW. Vendor will invoice MaritzCX upon completion of stated milestones/deliverables included in each SOW, and MaritzCX will pay Vendor each invoice within 60 days of receipt of such invoice. Invoices will be emailed to APinvoices@MaritzCX.com.

3. TERM OF AGREEMENT.

This Agreement will commence on the Effective Date and will remain in effect for 12 months from the Effective Date (the “Term”). The Agreement shall auto-renew for additional 12-month terms (“Renewal Term”) unless Vendor provides 90 days written notice of cancellation prior to the end of the Term or effective Renewal Term objecting to the auto-renewal of this Agreement. Notwithstanding the foregoing, MaritzCX may terminate this Agreement and any SOWs subject to this Agreement at any time by providing Vendor with 30 days prior written notice of cancellation. Upon termination of this Agreement, all terms and conditions that by their nature are intended to survive termination shall remain in effect.

4. RESPONSIBILITY.

Vendor is and will remain fully responsible for the satisfactory completion of Services detailed in the applicable SOW, and is liable for failure to complete the stated Services or the breach of this Agreement by Vendor, its employees, representatives, agents and subcontractors. Subcontractors may only be engaged to perform Services with MaritzCX’ with prior written consent.

5. INSURANCE COVERAGE/WORKERS’ COMPENSATION.

Unless otherwise provided in writing, Vendor must carry and maintain general liability insurance at the amounts listed below and will furnish to MaritzCX a certificate of insurance reflecting the dates of expiration of any

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policies and limits of liability and shall name MaritzCX as an additional insured on this policy. Such insurance will not be cancelled or changed until at least 10 business days prior written notice has been given to MaritzCX. No workers' compensation insurance will be obtained by MaritzCX for Vendor or its employees or agents. Vendor agrees to comply with all applicable workers' compensation laws applicable to it, including its employees, representatives and agents.

Commercial General Liability: \$500,000/occurrence; \$1,000,000 aggregate

Auto Liability: \$1,000,000 bodily injury and property damage per occurrence

Worker's Compensation and Employer's Liability: \$1,000,000 each accident; \$1,000,000 disease each employee; \$1,000,000 policy limit

6. TAXES AND LAWS.

MaritzCX will not withhold and will not be liable for United States: federal, state, or local income or payroll taxes of any kind on behalf of Vendor. Vendor agrees to comply, at its own expense, with all applicable federal, state and local tax and business laws, including but not limited to workers' and unemployment benefits compensation, payroll tax payment and reporting, and business permits and licenses. Applicable laws shall include, but are not limited to, all laws that MaritzCX must comply with in order to service MaritzCX' client's programs. Vendor will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Vendor's performance of Services and receipt of fees under this Agreement. Vendor will be solely responsible for and agrees to maintain adequate records of expenses incurred in the course of performing Services under this Agreement.

7. REIMBURSEMENT OF EXPENSES.

Vendor may be reimbursed for expenses incurred as negotiated by MaritzCX and Vendor in advance of the expenses being incurred. MaritzCX will not be liable for any expenses paid or incurred by Vendor or Vendor's employees, representatives or agents unless otherwise negotiated and detailed in the SOW, or otherwise approved in advance by MaritzCX in writing.

Vendor will also be entitled to reimbursement of authorized travel expenses provided such expenses are (i) authorized by MaritzCX in writing in advance; (ii) billed at cost, (iii) in strict accordance with MaritzCX travel reimbursement policies as provided in **Exhibit A**, attached hereto, and (iv) reported by Vendor in writing, with reasonable substantiation, on a timely and consistent basis.

8. CONFIDENTIALITY.

The term "**Confidential Information**" shall mean this agreement and all data, trade secrets, business information, proprietary information and other information of any kind and in whatever form whatsoever or however it may be marked or denominated as being confidential, including data developed or produced through access to Confidential Information, that a party ("**Discloser**") discloses, in writing, orally, visually or in any other medium, to the other party ("**Recipient**") or to which Recipient obtains access and that relates to Discloser or, in the case of Vendor, to MaritzCX or its affiliates, representatives, customers, third-party vendors or licensors. Confidential Information includes associate information, customer information and consumer information. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Notwithstanding the foregoing, any confidential or proprietary information, reports or documents generated in connection with the provision of Services by Vendor or its representatives to MaritzCX hereunder shall be deemed MaritzCX's Confidential Information.

It is agreed that all Confidential Information transferred to Vendor from MaritzCX or any MaritzCX clients will be considered Confidential Information and will be kept confidential by the Vendor and its employees or agents whether or not such information is identified as proprietary or confidential. Vendor agrees to not use for itself or others, or disclose to others any materials or information, or any part thereof, provided by MaritzCX, its clients or suppliers, for any purpose other than the performance of Services.

9. OWNERSHIP.

Vendor also agrees that Confidential Information gained or Services or Deliverables produced for MaritzCX will not in any manner be exhibited, displayed, reproduced, distributed or communicated to any third party by any means or medium whatsoever without MaritzCX' prior written consent. For purposes of this Agreement, "Deliverables" means any and all materials, including without limitation any software, charts, drawings, plans, diagrams, sample data, respondent data, information and documents, provided by Vendor to MaritzCX in any format or medium, and all results and proceeds of Services performed by Vendor under this Agreement. Vendor agrees to execute all documents and to take all other actions as necessary for MaritzCX to obtain and protect its ownership in all Deliverables provided and Services performed by Vendor and any copyrights in such Deliverables and Services. All Deliverables provided and Services performed by Vendor for MaritzCX will be deemed to be work made for hire in accordance with applicable law, and will be owned solely and exclusively by MaritzCX. In the event that such Deliverables and Services do not meet the statutory requirements for a work made for hire, it will nevertheless be owned solely and exclusively by MaritzCX, and Vendor hereby assigns, transfers and conveys all of its rights in and to such Deliverables and Services to MaritzCX. All Confidential Information disclosed by MaritzCX and any results of processing such Confidential Information or derived in any way therefrom shall at all times remain the property of MaritzCX.

10. RETURN OF INFORMATION.

Unless Vendor is directed to return Confidential Information and data, Vendor shall destroy all Confidential Information and data at all locations where it is stored after it is no longer needed for performance under this Agreement or to satisfy regulatory or retention requirements. Vendor must have in place or develop information destruction schedules and processes that meet the Security Requirements and that must be used in all cases when Confidential Information and data is no longer needed. These information destruction requirements are to be applied to paper, microfiche, disks, disk drives, tape and other destroyable electronic or digital media containing Confidential Information and data.

In the event of any termination of this Agreement, Vendor agrees to properly return to MaritzCX all documents and materials furnished by MaritzCX, its clients or suppliers, and to provide all documents and materials prepared by Vendor or its employees hereunder, including any work in progress.

Paper and Other Shreddable Media

Paper and other shreddable media includes paper, microfiche, microfilm, compact disks (CDs) and any other media that can be shredded. This media must be shredded using shredding techniques or machines such that Confidential Information and data in this media is completely destroyed as set forth herein when Vendor is finished with the Confidential Information and data contained thereon and it is no longer needed. This media may be shredded immediately or temporarily stored in a highly secured, locked container. The media may be shredded at a location other than Vendor's facilities; however, it must be transferred in a highly secured, locked container. Vendor is responsible for supervising the shredding regardless of where the shredding activity occurs and by whom the shredding is performed. MaritzCX Confidential Information and data in this media must be completely destroyed by shredding such that the results are not readable or useable for any purpose.

Electronic Media

Electronic media includes, but is not limited to, disk drives, diskettes, tapes, universal serial bus (USB) and other media that is used for electronic recording and storage. This media is to be wiped or degaussed using a wipe or degaussing tool that complies with the Security Requirements. Wiping uses a program that repeatedly writes data to the media and thereby destroys the original content. Degaussing produces an electronic field that electronically eliminates the original data and clears the media. These techniques must meet the Security Requirements. The resulting media must be free from any machine or computer content readable for any purpose.

Certification

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These processes must be documented as a procedure by Vendor and should outline the techniques and methods to be used. The procedure must also indicate when and where Confidential Information and data is to be destroyed. Vendor shall keep records of all Confidential Information and data destruction completed and provide such records to MaritzCX upon demand.

Return of Confidential Information

When Vendor is instructed by MaritzCX to return Confidential Information and data, such Confidential Information and data shall be returned to MaritzCX, or such other party as directed by MaritzCX, (i) at no additional expense to MaritzCX, and (ii) unless a specific format is requested by MaritzCX, in a format reasonably acceptable to MaritzCX.

11. RESTRICTIVE COVENANTS.

- a. In order to preserve inviolate Confidential Information, and to prevent any inappropriate interference with MaritzCX' business and sales, during the Term and any Renewal Term, Vendor will not, directly or indirectly, on its own behalf or on behalf of any third party, other than in connection with its duties for MaritzCX hereunder, sell or offer to sell any solutions, products, services or work offered by MaritzCX except for solutions, products, services or work which Vendor has first referred to MaritzCX in writing for performance or fulfillment and which MaritzCX has subsequently declined or failed to pursue for any reason.
- b. In order to preserve inviolate Confidential Information, and to prevent any inappropriate interference with MaritzCX' relationships with its customers, prospective customers and/or employees, to the extent enforceable under applicable law, during the term of this Agreement and continuing for 12 months following any termination of this Agreement, Vendor will not, directly or indirectly, on its own behalf or on behalf of any third party: (i) solicit, divert or take away from MaritzCX the business of any (x) MaritzCX customers that Vendor (1) served, (2) had contact with under this Agreement, or (3) had access to Confidential Information about at any time during the 2 years preceding the termination of this Agreement; or (y) prospective MaritzCX customers that Vendor solicited or had contact with on behalf of MaritzCX, or about whom Vendor had access to Confidential Information, at any time during the 2 years preceding the termination of this Agreement; (ii) solicit, induce, encourage or recruit any MaritzCX employee to leave the employment of MaritzCX other than through a general advertisement not directed to a particular person.
- c. Vendor acknowledges and agrees that the restrictions contained in Sections 11.a and 11.b, both separately and cumulatively, are reasonable in view of MaritzCX' legitimate interests in protecting its confidential, proprietary and/or trade secret information, valuable customer relationships and good will and its other business relationships. Vendor agrees that without these restrictions, MaritzCX would not enter into this Agreement.
- d. In the event of a breach or threatened breach of any of Vendor's duties and obligations under the terms and provisions of Sections 11.a and/or 11.b, MaritzCX will be entitled, in addition to any other legal or equitable remedies it may have (including any right to damages that it may suffer) to a temporary, preliminary and/or permanent injunction restraining such breach or threatened breach. Vendor acknowledges and agrees that the harm which might result to MaritzCX' business as a result of any non-compliance by it with Section 11.a and/or 11.b is irreparable and agrees that if there is a question as to the enforceability of those sections, Vendor will not engage in any conduct inconsistent with or contrary to such Section until after the question has been resolved by a final judgment of a court of competent jurisdiction.
- e. Vendor represents that its execution of this Agreement and performance of the work pursuant to this Agreement do not violate any previous employment or independent contractor agreements or other contractual obligations. Vendor represents and agrees that it has not disclosed, and will not disclose, to MaritzCX, any information, whether confidential, proprietary or otherwise, which it is not legally free to disclose.
- f. Vendor shall promptly notify MaritzCX in writing, of any threat, or the filing of any action, suit or proceeding, against Vendor, its affiliates, subcontractors or representatives, (i) alleging infringement, misappropriation or other violation of any intellectual property right related to any work product or Service furnished under this Agreement, or (ii) in which an adverse decision would reasonably be expected to have a material adverse effect on the Vendor or the use by MaritzCX of the work product or Services furnished under this Agreement.
- g. Vendor agrees that if it breaches or threatens to breach this Agreement, it will be liable for any attorneys' fees and costs incurred by MaritzCX in protecting or enforcing its rights herein.
- h. Vendor further agrees to notify MaritzCX to the best of Vendor's knowledge of any existing business relationships Vendor has or develops with any current MaritzCX clients.

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- i. Vendor agrees that it will not outsource any work or receive any assistance from subcontractors or third-party Vendors for services covered under this agreement without the prior written approval of MaritzCX.
- j. Vendor represents and warrants that neither it nor its representatives and/or subcontractors is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Vendor, or its Representatives or Subcontractors located, organized or resident in a country or territory that is the subject of Sanctions. At least once annually, Vendor agrees to review the status of its representatives and subcontractors to ensure there are not any violations of Sanctions. Should Vendor or MaritzCX identify a violation of Sanctions, Vendor shall, immediately upon determination or notification of the Sanctions violation, remove or replace such representative or Material Subcontractor. Vendor represents and warrants that neither it nor its representatives and/or subcontractors will use this Agreement to fund or engage in any activities with any individual or entity ("Person") or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person or Sanctions.

12. WARRANTY.

Vendor warrants that (i) it will perform the Services in a competent, professional and efficient manner, (ii) it will comply with all applicable federal, state and local laws associated with providing Services hereunder, (iii) all materials supplied to MaritzCX will be owned by, leased to, licensed to or otherwise validly possessed by Vendor, (iv) MaritzCX' possession and use of the Services and Deliverables, or any work product arising from the Services, will not in any way constitute an infringement of any third party's rights, and (v) it will maintain all licenses, permits and other governmental authorizations necessary for its performance of Services hereunder.

13. INDEMNIFICATION.

- A. Vendor agrees to indemnify and hold harmless MaritzCX (and any officer, director, employee, representative, agent or client of MaritzCX) for any losses, claims or liabilities, damages, reasonable attorney's fees including expenses incurred in investigation defense or settlement, resulting from or relating to: (i) a breach by Vendor of any of its obligations under this Agreement; (ii) any act or omission of Vendor or its employees or agents constituting negligence or intentional misconduct; (iii) injury or claim of Vendor's employees or agents of any type or cause; and (iv) any claim against MaritzCX relating in any way to Vendor's performance of Services for MaritzCX, including but not limited to any claims that are alleged to rise out of, or relate to Vendor's failure to comply with the Executive Order 13496 requirements, if applicable.
- B. Vendor shall defend or settle at its expense any threat, claim, suit or proceeding arising from or alleging infringement, misappropriation or other violation of any intellectual property rights or any other rights of any third party by word product or Services furnished under this Agreement excluding infringement, misappropriation, or violation of intellectual property rights threats, claims, suits or proceedings arising from the use of MaritzCX materials provided by MaritzCX to Vendor. Vendor shall indemnify and hold, its affiliates and each of their representatives and customers harmless from and against and pay any damages, including royalties and license fees attributable to such threat, claim, suit or proceeding.
 - a. If any work product or Services furnished under this Agreement, excluding any MaritzCX supplied materials, but including, without limitation, software, system design, equipment or documentation, becomes, or in 's or Vendor's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of, or in the event of any adjudication that such work product or Service infringes, misappropriates or otherwise violates, any intellectual property rights or any other rights of a third party, Vendor, at its own expense, shall take the following actions in the listed order of preference: (a) secure for MaritzCX the right to continue using the work product or Service; or if commercially reasonable efforts are unavailing, (b) replace or modify the work product or Service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the work product or Service.
 - b. The indemnity in the preceding provision shall not extend to any claim of infringement resulting solely from MaritzCX unauthorized modification or use of the work product or Service.

14. WORKPLACE CONDUCT.

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Vendor and its employees and agents agree to comply with MaritzCX' rules and policies regarding safety and workplace conduct and information security when on MaritzCX property or when communicating or working with MaritzCX clients, found in Exhibits B and C respectively.

Vendor and its employees and agents agree and understand that any failure to comply with such policies and rules may result in termination of the engagement with Vendor.

15. AUDIT RIGHT.

Upon three (3) business days' prior written notification, MaritzCX and/or its representative(s) will have the right to audit, examine and/or make copies of all data, billing records, invoices, payments, documents, information, procedures and records of any type and form in the possession or control of Vendor that relates to or concerns the Services or Vendor's relationship with MaritzCX including, without limitation, those relevant to a Security Incident (as defined in Exhibit C) or to the protection of Confidential Information. Vendor agrees to grant full access to Vendor's facilities and afford all assistance reasonably necessary so that MaritzCX and/or its representative(s) may complete any audit. MaritzCX will not be held responsible for time or miscellaneous costs incurred by Vendor in association with any audit, including the costs associated with providing audit logs, systems access or space.

Upon prior written notice and at a mutually acceptable time, MaritzCX personnel or its Representatives (e.g., independent and external audit consultants) may at its own expense audit, test or inspect Vendor's Information Security Program and its facilities to assure MaritzCX's data and Confidential Information are adequately protected on an annual basis and no more frequently than once per year. This right to audit is in addition to the other audit rights or assessments granted herein. MaritzCX will determine the scope of such audits, tests or inspections, which may extend to Vendor's Subcontractors and other Vendor resources (other systems, environmental support, recovery processes, etc.) used to support the systems and handling of Confidential Information. The foregoing audit rights may include, without limitation, audits: (a) of practices and procedures; (b) of systems; (c) of general controls and security practices and procedures; (d) of disaster recovery and backup procedures; (e) of charges under any work order; (f) necessary to enable MaritzCX to meet applicable regulatory requirements; and (g) for any other reasonable purpose as determined by MaritzCX. Vendor shall provide full cooperation to such auditors, inspectors, regulators and Representatives, including, if required after a Security Breach, the installation and operation of audit and investigative and forensic software. Vendor will inform MaritzCX of any internal auditing capability it possesses and permit MaritzCX's personnel to consult on a confidential basis with such auditors at all reasonable times. MaritzCX may provide Vendor a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. Notwithstanding anything to the contrary in this Agreement, if Vendor is in breach or otherwise not compliant with any of the provisions set forth in the Section of this Agreement entitled "Confidentiality" or "Exhibit C, Information Security Reporting", then MaritzCX may conduct additional audits.

16. INFORMATION SECURITY REQUIREMENTS.

Vendor agrees to maintain an information security program that meets or exceeds MaritzCX' Third Party Information Security Requirements, as described in Exhibit C to this Agreement ("Security Requirements"). Upon prior written notice and at a mutually acceptable time, MaritzCX personnel or its agents (e.g. external consultants) may assess, test or inspect Vendor's Information Security Program and its facilities to assure that MaritzCX' and its clients' Confidential or Sensitive Information is being adequately protected in accordance with MaritzCX' Third Party Information Security Requirements (individually or collectively, an "Information Security Assessment"). The Information Security Assessment rights are in addition to any other audit rights granted herein. MaritzCX will determine the scope of such Information Security Assessment which may extend to any subcontractors or other third party resources utilized by Vendor in providing the Services and/or handling Confidential or Sensitive Information. Vendor agrees to inform MaritzCX of any internal assessment capability it possesses and to permit MaritzCX' personnel to consult on a confidential basis with such assessors at all reasonable times. Such assessment will not be duplicative of any other information security assessment performed unless Vendor is out of compliance with agreed upon information security performance standards, in which case

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MaritzCX may conduct additional assessments. Vendor understands that certain additional requirements may result from the outcome of an Information Security Assessment.

17. BACKGROUND CHECKS and SELF REPORTING.

Vendor represents that to the best of its knowledge representatives and subcontractors who have access to Confidential Information providing Services hereunder shall possess appropriate character, disposition and honesty for the Services for which they are engaged. Vendor shall not knowingly permit a representative or subcontractor who have access to Confidential Information to be assigned to perform the Services for MaritzCX when such representative or subcontractor who have access to Confidential Information (a) has been convicted of, or has agreed to or entered into a pretrial diversion or similar program in connection with, a felony or misdemeanor involving dishonesty or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a); (b) unless Vendor obtains MaritzCX's prior written consent, has been convicted of any other felony or misdemeanor involving a crime of dishonesty or violence; or (c) uses illegal drugs. With respect to Vendor or subcontractor employees who have access to Confidential Information who require MaritzCX credentials to perform work using MaritzCX data or systems, MaritzCX reserves the right to review such Vendor or subcontractor employees' who have access to Confidential Information past employment with MaritzCX, if any, and to determine, in its sole and absolute discretion, whether to grant or deny such credentials. In the event MaritzCX determines to deny such credentials based on the results of its review, Vendor or the subcontractor who have access to Confidential Information shall not assign such Vendor or subcontractor employee who have access to Confidential Information to that portion of the Services requiring such credentials.

Throughout the Term, Vendor agrees, to the extent permissible by law, to advise MaritzCX if any of Vendor's employees, representatives or agents who are working on MaritzCX matters, premises or for MaritzCX clients are convicted, or plead guilty or nolo contendere to any crime by submitting a written description of facts and circumstances relating to the conviction. MaritzCX reserves the right to determine whether any such employee, representative or agent of Vendor will be excluded from a project or engagement on the basis of a conviction or guilty or nolo contendere plea.

With respect to employees or contract labor assigned by Vendor or any subcontractor who have access to Confidential Information to perform the Services for MaritzCX, at MaritzCX request and to the extent permitted by law, Vendor shall both (i) conduct at its expense background checks and other investigations of such employees and contract laborers, and (ii) ensure its subcontractors who have access to Confidential Information conduct background checks of the subcontractor's employees who have access to Confidential Information and contract laborers. All such background checks and other investigations shall comply with MaritzCX procedures and requirements found in Exhibit D which may be updated at MaritzCX discretion in writing from time to time, all as subject to Applicable Law. Vendor shall report to MaritzCX on background checks and other investigations done prior to an employee or contract laborer being assigned to perform the Services. Vendor shall keep copies of documentation of background screening and other investigations and provide certification of completion to MaritzCX when requested during the time that the Vendor or subcontractor employee or who have access to Confidential Information contract laborer provides any of the Services. Vendor shall allow MaritzCX to audit screening documentation and compliance when requested.

18. Training.

At the request of MaritzCX, Vendor shall comply and shall cause its representatives and subcontractors to comply with all MaritzCX requirements for training of personnel performing Services under this Agreement and shall provide certification of completion of such training to MaritzCX when requested.

19. GENERAL.

- a. The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same provision by that party or the breach of any other provision of this Agreement. The delay or failure of a party to give any written notice will not constitute a waiver by that party of any breach of this Agreement.
- b. This Agreement will be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. This Agreement expressly excludes that body of law applicable to the United Nations Convention

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- on Contracts for the International Sale of Goods and any legislation implementing such Convention, if applicable
- c. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then such term or provision will be enforced to the extent it is enforceable and the validity of the remainder of this Agreement will not be affected.
 - d. This Agreement may not be assigned by either party without the written consent of the other party, except that MaritzCX may, without prior approval, assign this Agreement to any affiliate or wholly owned subsidiary.
 - e. This Agreement is the complete agreement of the parties concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral, and may not be modified or amended except by a written instrument signed by both parties. No amendment or modification of this Agreement will be binding on the parties unless it is in writing and signed by both parties.
 - f. Any notice of communication required or permitted to be given under this Agreement will be in writing and will be served personally, delivered by generally recognized couriers or sent by United States certified mail, postage prepaid, with return receipt requested, or by overnight mail addressed to the other party as follows:

Notices to MaritzCX:

Attention: MaritzCX Legal

MaritzCX Holdings LLC

3450 Triumph Blvd,

Lehi, Utah 84043

Email copy to: suppliermanagment@MartizCX.com

Exhibit A
Vendor Travel Expense Reimbursement

In the event travel is required in connection with Vendor's performance of services on behalf of MaritzCX, MaritzCX will reimburse Vendor for expenses actually and reasonably incurred in connection with performance of such services. MaritzCX engagement manager must approve the trip and the required Vendor participants two weeks in advance to the travel date to obtain best fares. If two weeks advance approval is not feasible, engagement manager must specify the reason in his/her written approval.

Expenses must only be charged at actual cost. Expenses also must be submitted within 30 calendar days including a copy of the written approval by the engagement manager and supported by appropriate receipts. MaritzCX reserves the right to reject any expenses submitted later than 60 days after the expense was incurred or expenses which are incomplete or unsubstantiated.

Reimbursements will only be made if Vendor adheres to the policy set forth herein. Any deviations to this policy by Vendor must be agreed to in writing by MaritzCX.

Procedure:

All expenses must be itemized on each invoice submitted to MaritzCX by Vendor and accompanied by the appropriate supporting documentation. The following costs will not be charged to MaritzCX: (a) local telephone service and calls; and (b) office staff and supplies used in the normal course of performing the Services.

Paid receipts are required on all items over \$25.00 per IRS guidelines and you should have receipts for all items shown on Vendor's invoice. The following documentation should be submitted by Vendor with all invoices:

- * Air - original passenger receipt plus invoice/itinerary or charge card receipt
- * Ground Transportation – rental agreement plus credit card receipt or other proof of payment
- * Hotel – hotel folio plus charge card receipt or other proof of payment with a zero balance
- * Meals – credit card receipt or cash register receipt (no restaurant tear tabs)

Invoices. Vendor will be paid only upon submission of invoices to MaritzCX. Invoices should include a purchase order number if one was provided by MaritzCX to cover travel expenses. All invoices will be submitted to the email address set forth below:

Invoice inquiries will be submitted to Accounts Payable at: APinvoices@MaritzCX.com

MaritzCX reserves the right to audit all expenses submitted within a 12 month period. Expenses claims that are in violation of policy with no written MaritzCX approval or without receipts must be incurred by Vendor. The least expensive travel option from airport to hotel/office should be used.

Air Travel

- Unless otherwise authorized, all travelers MUST reserve:

Roundtrip or multi-segment itineraries, instead of one-way itineraries. (Exception: itineraries that include Southwest Airline's flights must be reserved one-way when another airline is required or selected for another portion of the trip.)

- The lowest Coach/Economy fare ticket available within 2 hours of the required departure/arrival time; or
- A non-stop ticket of not more than \$500 cost above the lowest Coach/Economy fare.

Note: Connecting flights must always be booked if the round-trip airfare results in \$500 or more in savings over non-stop service, and the associated layover on the connection or the additional duration of the trip is less than 2 hours.

- Where business trips include personal components, travelers must pay the difference (if it exceeds \$25) between the round-trip fare to/from the business destination and the airfare calculated with the inclusion of

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the personal travel. The difference should be noted as a personal expense by “itemizing” the charge when the expense report is submitted.

- Expenses for airline checked baggage fees are reimbursable, but excludes United’s Door to Door Baggage Service via Federal Express, or any equivalent program utilizing a delivery service.

Ground Transportation

Vendors must use the most economical and reasonable means of ground transportation that satisfies the traveler's business purpose and requirements. These include and are limited to taxis, airport/hotel shuttle vans, rental car, personal car and public transportation.

- **Rental cars** should be used only with MaritzCX’ prior written authorization and when they are clearly the most economical mode of transportation.
 - Travelers are to book intermediate sized vehicles. MaritzCX approval is required for all car rentals larger than intermediate. The maximum allowable reimbursement is not to exceed \$70 per rental day. The maximum reimbursable amount includes add-ons such as luggage racks, GPS, and similar extras.
 - Rental cars should be refueled prior to their return as rental agencies often charge much more per gallon for refueling. Travelers are also encouraged to accept the “empty return” option if they believe they will be able to fully utilize their tank of gas. Fuel charges are reimbursable; however mileage on rentals is not.
 - Always purchase insurance when the rental originates in any location other than the US 50 states, Puerto Rico, or the District of Columbia. If the rental originates in the coverage area mentioned here but will be driven outside the coverage area, purchase insurance from the rental agency.
- **Taxis, Shuttles, Vans and Limousine Services:** If available, use complimentary or nominal cost hotel-provided van or shuttle services from the airport to your hotel. Taxi cab fares are reimbursable if they are reasonable. Limousine services are offered by some major airports at rates below taxi cab costs. These services should be utilized instead of taxi cab services when economically beneficial to MaritzCX. If they are more expensive than a taxi cab, travelers will only be reimbursed at the standard taxi cab rate.
- **Road Toll Expenses** are reimbursable provided they are not for trips made to or from the traveler’s normal place of work. Fines for parking or traffic violations will not be reimbursed under any circumstances.

Hotel Expenses

Travelers are expected to request hotel properties that are the least expensive or that provide the best value to MaritzCX. MaritzCX may direct vendors to use a specific hotel property due to client or other business commitments. MaritzCX will reimburse traveler for hotel costs incurred on business trips taken on MaritzCX’ behalf in the form of room rates and associated taxes. Any incurred hotel room expense not expressly authorized by this policy must be approved as an exception or paid for by the traveler.

- Expenses incurred for hotel stays outside MaritzCX policy may not be reimbursed.
- Staying at a particular property at a higher rate or one that will require the additional cost of a car rental so that the traveler can accrue supplier rewards or other personal benefits is strictly prohibited.
- Travelers should always verify at check-in that the lowest applicable rate has been obtained. A hotel folio and proof of payment must be submitted with your itemized expense report.
- Travelers are required to pay hotel expenses in full at checkout. Costs for hotel prepayments and deposits for client events, including refunds and credit for those payments, are reimbursable.
- Rooms guaranteed for late arrival must be canceled in compliance with the hotel's cancellation policy or by 6:00 p.m. the day of arrival, whichever comes first. The hotel cancellation policy, which appears on each itinerary, should be reviewed and adhered to.
 - If a hotel reservation needs to be canceled on short notice during non-business hours, call the hotel directly to cancel and secure a cancellation confirmation number.

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- Fees and charges associated with reservations not properly canceled are the responsibility of the traveler and will not be reimbursed.

Meals

Meals, not to exceed \$100 for all meals in a single day may be permitted for certain vendors. Vendor must obtain MaritzCX' prior written consent prior to incurring reimbursable expense costs for meals. Costs of meals will be reimbursed based on reasonable and actual expenses incurred. In cities or areas where the cost of living is significantly above the national norm (such as New York or San Francisco), your engagement manager may authorize amounts higher than \$100. In all cases, Vendor must submit original meal receipts displaying itemized purchases and/or the credit card receipts. No handwritten meal stubs will be accepted. Snacks and mini-bar expenses are not reimbursable.

If Vendor is at a client event in which an expense is to be incurred, and an authorized MaritzCX employee is present with a MaritzCX corporate credit card, the MaritzCX employee should incur the cost of the event expenses on his or her MaritzCX corporate credit card rather than allow Vendor to incur a reimbursable expense.

**EXHIBIT B
WORKPLACE CONDUCT****POLICY: VIOLENCE IN THE WORKPLACE**

MaritzCX is committed to providing a safe, business like and violence free work environment for MaritzCX people, customers and visitors. Therefore, MaritzCX will not tolerate any of the following conduct in or about its buildings, offices, parking lots, and other places of work.

- Violent acts, physical or verbal, threats of violence and other potentially violent behavior;
- Carrying or concealing a weapon, firearms or explosives;
- Conduct or behavior that is disruptive to normal business operations or that is dangerous or offensive to others;
- Insubordination, assault, coercion, sexual or other harassment, belligerent, threatening, hostile and antagonistic behavior;
- Vandalism to or theft of property belonging to MaritzCX, its employees, customers, contractor, suppliers, or visitors;
- Talk of, or joking about violence;

Improper, inappropriate, excessive or illegal use, possession, consumption, purchase, or sale of alcoholic beverages, illegal drugs or other controlled substances.

Any MaritzCX person who becomes aware of any conduct set forth above shall immediately report the incident to Security, his or her supervisor or Human Resources.

Managers shall take immediate action to correct any conduct set forth above or situations which may lead to any of the above or other disruptive, offensive or dangerous conduct. Managers shall, as appropriate:

- Immediately notify Security of threats to harm MaritzCX people, customers, visitors or property regardless of whether the threats are made by MaritzCX people or outsiders. Security may be reached by calling (636) 827-4444.
- Report any incident that may involve violation of this policy to Security and Human Resources.
- Remind people of MaritzCX' policy.
- Encourage employees to report any incident that may involve violation of this policy to Security, management or Human Resources
- Work with Human Resources to take appropriate disciplinary action.
- Encourage MaritzCX people to use the Employee Assistance Program whenever such assistance can be helpful.

MaritzCX will cooperate fully with local police and other law enforcement officials in any investigation and prosecution of violent incidents. Violators of this policy shall be subject to disciplinary action up to and including termination of employment.

POLICY: SMOKING

All MaritzCX office and warehouse facilities are maintained on a smoke-free basis. Smoking on the MaritzCX headquarters campus is permitted only in the designated areas identified on the campus schematic diagram, which may be updated from time to time as needs and experience dictate.

To ensure compliance with applicable laws, to provide a safe and healthy work environment for all MaritzCX people, and to protect the campus and MaritzCX' professional image to our clients, business partners and potential candidates, the MaritzCX Smoking Policy is summarized below:

1. Smoking is not permitted in any MaritzCX facilities. This applies to any buildings we own and/or any leased space we occupy. This policy is in effect 24 hours a day, seven days a week.
2. Smoking will only be allowed outside MaritzCX offices and facilities in designated smoking areas. To maintain the professional appearance of our company, those who smoke are required only to smoke in the designated smoking areas and should never be smoking near entrances or in the front of any MaritzCX buildings.

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3. Smoking breaks must be scheduled in keeping with the company's policy regarding breaks during normal working hours. Work schedules throughout MaritzCX require an *eight and one-half hour work day*. A total of one hour is allowed for lunch and break times. It is expected that this policy and the restriction placed on smoking in work areas *will not* result in additional time taken for lunch and breaks.
4. This policy applies to MaritzCX full-time and part-time people and freelancers, contractors, consultants and suppliers working on our premises. Adherence to this policy is expected from any business leasing space from MaritzCX as the designated smoking areas apply to anyone on the MaritzCX campus.
5. Local management of each operating unit, facility or office is responsible for monitoring compliance with this policy, as with all company policies.

Our smoking policy is designed to provide a healthful and productive work environment for all MaritzCX people. Thanks for your cooperation.

EXHIBIT C
INFORMATION SECURITY REQUIREMENTS

MaritzCX suppliers (“Vendors”) must meet the following security requirements when services provided include the storage, transmission or processing of Confidential Information (herein referred to as “*Information*”).

These security requirements are inclusive of any service or classification of data. MaritzCX Information Security may determine some requirements are ‘not applicable’ based upon the specific services provided by Vendors.

Alternative measures to mitigate security risks may be proposed where these security requirements cannot be met. MaritzCX will have final approval of any such measures.

Confirmation of compliance to these requirements must be met prior to MaritzCX actively engaging services from Vendors.

MaritzCX Vendor Information Security Requirements may be revised at any time.

Requirements:

1. **Security Program:** Vendor will have a documented security program that covers Vendor’s systems and processes. This program will document physical and logical security controls for protection of MaritzCX *Information* in electronic or hard copy form as described in this document. The security program must be approved in writing by MaritzCX Information Security.
2. **Information Security Policies:** Vendor will have documented privacy and security policies. Compliance procedures will be in place with the Vendor to ensure the policies are read, understood and implemented by Vendor’s employees, representatives, agents and contractors.
3. **Information Security Organization:** One department/team must have ultimate responsibility for information security within Vendor’s business operations.
4. **Compliance:** Vendor must be compliant with applicable government standards (e.g. SOX, GLB and HIPAA) and industry standards (e.g. PCI-DSS) when handling or storing MaritzCX *Information* falling under the jurisdiction of these standards.
5. **Auditing and Assessment**
 - A. With prior notice and at MaritzCX’ expense, Vendor will allow MaritzCX or its agent(s) to inspect or audit the physical system equipment, operational environment and *Information* handling procedures conducted on MaritzCX’ behalf. Vendor's agreement with any third party for provision of services related to MaritzCX *Information* will permit MaritzCX to perform such audit at Vendor’s business location.
 - B. Vendor must maintain system records and logs associated with MaritzCX *Information* for a mutually agreed-upon length of time and afford MaritzCX reasonable access to these records and logs. MaritzCX may review and inspect any record of system activity or *Information* handling with prior notice and at MaritzCX’ expense. Vendor acknowledges and agrees that records of system activity and of Information handling may be evidence (subject to appropriate chain of custody procedures) in the event of a security breach or other inappropriate activity. Upon MaritzCX’ request, Vendor will deliver the original copies of such records to MaritzCX for use in any legal, investigatory or regulatory proceeding.
 - C. Vendor agrees to cooperate with a MaritzCX security assessment including vulnerability or penetration testing. In the event Vendor requests that an assessment or testing be conducted by agent of their selection, the scope and methodology will be mutually agreed upon and detailed results will be provided to MaritzCX. Cost of an outside assessment is the responsibility of Vendor.

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6. **Human Resources Security.** Vendor must have screening, training, and termination processes for all employees, representatives, agents and contractors.
 - A. A screening process will include prior work history.
 - B. A termination process must revoke terminated employees or contractors' access to systems and data. The termination process must be audited on a regular basis.
 - C. A formal on-going security awareness program is utilized that trains physical and logical security policy compliance.
7. **Network security.** Vendor must maintain:
 - A. **Diagrams:** Documented diagrams that show the detail of the system architecture and data flows including the logical topology of all network equipment, management and monitoring systems, servers (web, application and database), intrusion detection systems, network and platform redundancy. The diagrams will include all hosting environments, including those provided by Vendor's subcontractors.
 - B. **Firewalls:** Firewalls in place for Internet facing systems. Documentation exists showing the specifications of the firewalls in use and who manages them. It must specify the services, tools and connectivity required to manage the firewalls.
 - C. **Intrusion Detection (IDS/IPS):** Intrusion detection system implemented for internet facing systems. Vendor will have a document that describes the intrusion detection/prevention system environment, how it is managed, whether it is network and/or host based and who manages the system.
8. **Monitoring, Logging and Detection.** Vendor must monitor and log events of systems, processes and procedures for detecting vulnerabilities, security breaches, violations and suspicious activity. This includes suspicious external activity (e.g. unauthorized probes, scans or break-in attempts) and internal activity (e.g. unauthorized system administrator access, unauthorized changes or misuse of systems or network, or Information theft or mishandling).
9. **Security Incident Response and Breach Notification.** Vendor must:
 - A. Have a documented process to respond to security breaches or suspicious activities, including unauthorized access attempts and service attacks, e.g., denial of service.
 - B. Notify MaritzCX promptly (but no later than one business-day following discovery) of a serious security event. Serious security events are events that result in compromise to MaritzCX data either by damage to such data or an unauthorized release.
 - C. Cooperate fully with MaritzCX security investigation activities for escalation and control of significant security incidents.
10. **Operations/Change Management.** Extending to all devices that comprise Vendor's systems (e.g., application software, databases, servers, firewalls, routers, switches, etc.), Vendor must:
 - A. Install and use a reasonable change control process to ensure that access to its systems and to Information is controlled and recorded.
 - B. Notify MaritzCX of any planned system configuration changes or other changes affecting the security plan applicable to Information, setting forth how such change will impact the security and protection of Information. No such change may be implemented without the prior written consent of a MaritzCX Information Security representative.
11. **Vulnerability and Security Patch Management.** Vendor must:
 - A. Monitor industry-standard information channels (bugtraq, CERT, OEMs, etc.) for newly identified system vulnerabilities.

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- B. Apply security patches using consistent processes in a timely manner. Unless otherwise expressly agreed in writing, “timely” will mean that Vendor will introduce a patch as soon as commercially reasonable after a patch or a fix is released to remediate vulnerability.
 - C. Use industry approved software to scan for and promptly remove viruses.
12. **OS hardening.** Vendor must ensure that:
- A. All servers and network devices will have unused network/OS services (e.g. finger, rlogin, ftp, etc.), ports removed or disabled and default account names or passwords changed.
 - B. All servers and network devices will have insecure protocols (e.g. telnet, ftp) disabled.
13. **Location of Servers/Devices.** Vendor must:
- A. Separate non-production systems and data from production systems and data.
 - B. Locate Web servers on a separate network segment segregated by firewalls from Vendor’s internal network.
 - C. Segregate MaritzCX *Information* application and database servers by firewalls from user segments and other systems maintained by Vendor.
14. **Access Control:** Vendor must have a documented process for granting access to resources. User and administrator access rights for all applications and environments will be granted by Vendor on a need-to-know, right-to-know and time-to-know basis utilizing a least privilege model.
- A. Passwords: Vendor’s system must enforce password expiration, length of password, and password complexity.
 - B. Authentication: The identity of the user, administrator and any other person or machine that accesses Vendor’s information assets must be validated by identification (unique, non-shared login id) at a minimum and due to information asset protection may require full authentication (password or other 2 factor (token) authentication mechanism).
 - C. Invalid authentication attempts: Vendor must limit failed login attempts and must lock the user account upon reaching a certain threshold.
 - D. Changes in Access: Vendor must have processes for monitoring of account modifications (changes to privileges, span of access, functions/roles), and removal of inactive accounts.
15. **Encryption:** Vendor will utilize strong encryption technologies (minimum 256 bit) for the transfer of Confidential Information.
16. **Application Security.** Vendor must:
- A. Perform quality assurance testing for the application functionality and security components (e.g. testing of authentication, authorization and any other activity designed to validate the security architecture).
 - B. Review code to find and remediate any security vulnerabilities.
17. **Physical and Environmental Security.** Vendor must:
- A. Locate networks and computers for each location where information will be processed or stored for MaritzCX in secure physical facilities with limited and restricted access to authorized individuals only.
 - B. Monitor access to Vendor’s facilities and record such access for audit purposes.
18. **Information Retention and Disposal.**
- A. Retention: Vendor must retain records or data according to and in compliance with any mandated federal, state, local and foreign laws, regulations, and/or specific MaritzCX requirements.

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- B. Disposal: Vendor must securely dispose of or return MaritzCX information on any media type (e.g. paper, CD's, hard drives, tapes, USB drives, etc.) when Vendor no longer needs the information, such disposition being accomplish by using a method approved by MaritzCX (e.g. shredding, degaussing, overwriting, secure erase, etc.). Evidence of disposal must be available upon MaritzCX' request.
19. **Business Continuity/Disaster Recovery:** Upon written request by MaritzCX, Vendor will provide business continuity and technical disaster recovery plans and results from testing of such plans. Vendor will maintain off-site back-up files providing no more than 48 hours of data loss.

Exhibit D
Background Check Requirements

1. As provided in Section 17, prior to assignment of a Vendor or Subcontractor employee or contract laborer to the Services, Vendor shall administer and comply with, and shall ensure that Vendor's Subcontractors administer and comply with, the background screening requirements as set forth below. For purposes of this Exhibit D, references to Subcontractors shall include Subcontractors who have access to Confidential Information.
 1. Validate United States citizenship or certification to work in the United States. The Vendor or Subcontractor employee or contract laborer shall not be assigned to MaritzCX's account if Vendor or Subcontractor is unable to confirm United States citizenship or obtain proper evidence of certification to work in the United States.
 2. Search the Vendor Representative's social security number to verify the accuracy of the individual's identity. The Vendor or Subcontractor employee or contract laborer shall not be assigned to MaritzCX's account if Vendor or Subcontractor is unable to verify the accuracy of the employee or contract laborer's identity.
 3. Conduct or obtain a comprehensive criminal background check of all criminal court records (misdemeanor and felony in federal courts and state courts) in each venue of the Vendor Representative's current and previous home addresses for the past ten (10) years prior to the date of being assigned to provide any of the Services, unless local or state laws or regulations mandate a lesser period. Subject to Section 17 of this Agreement, the Vendor or Subcontractor employee or contract laborer shall not be assigned to MaritzCX's account if Vendor or Subcontractor's criminal background check discloses matters set forth in Section 17 of this Agreement.
2. If a Vendor or Subcontractor employee or contract laborer had a break in continuous service with the Vendor or Subcontractor of longer than ninety (90) consecutive days, then a new background check will be performed according to the requirements in #1 above, prior to re-assignment of the employee or contractor to the Services.
3. If required for the role or Services and requested by the applicable MaritzCX business unit for which the Services are being provided, Vendor or Subcontractor will verify completion of any post high school education or degrees (i.e., B.A., B.S., Associate, or professional certifications).
4. Any other additional checks that MaritzCX may require will be submitted to Vendor for review, and Vendor will be allowed a reasonable and mutually agreed upon timeframe to implement such additional checks for Vendor and Subcontractor employee or contract laborers. In the event MaritzCX determines in its sole discretion that additional checks need to be conducted on currently engaged Vendor or Subcontractor employees or contract laborers, such checks shall be at MaritzCX's expense based upon a mutually agreed process and timeline as evidenced in writing.
 - (a) Employees or contract laborers of Vendor or Subcontractors who are placed within the Consumer Real Estate/Mortgage business and any other lines of business that may have similar requirements may have additional databases checked upon MaritzCX's request and at MaritzCX's discretion as part of the Financial Sanctions Search, such check to be administered by a MaritzCX's preferred service provider.
 - (b) In the event MaritzCX requests, in its sole discretion, Financial Industry Regulatory Authority (FINRA) fingerprint screening and/or FBI fingerprint screening, such fingerprint screening will be managed and paid for by MaritzCX, provided, however, that Vendor shall be obligated to obtain from each affected Vendor or Subcontractor employee or contract laborers a completed Vendor Personnel Background Check/Fingerprint Authorization Form in the form attached to this Schedule.