MASTER SERVICES AGREEMENT

1. **DEFINITIONS.** Capitalized terms not otherwise defined in the Agreement will have the meanings given to them in this Section 1.

1.1. “Deliverables” means the reports, inspections, audits, data, information, notes, certificates, and any other items delivered or to be delivered to Client in connection with the Services.

1.2. “Effective Date” means the date that this Agreement is executed between the parties. If the parties execute this Agreement on separate dates, the Effective Date shall be the latter of the dates.

1.3. “Intellectual Property Rights” means any patent, copyright, trade secret, trademark or other proprietary right.

1.4. “AIBI-CS Materials” means any Standards, tools, equipment, hardware, software or other technology or materials (including those of any third-party) that are used by AIBI-CS in connection with the provision of the Services, but which are not Deliverables.

1.5. “Services” means the services described in any Statement of Work or otherwise provided or to be provided by AIBI-CS under this Agreement.

1.6. “Statement of Work” means a written order for the performance of Services and/or the delivery of Deliverables under this Agreement substantially in the form of the attached Exhibit A.

2. **STATEMENTS OF WORK.**

2.1. From time to time, Client and AIBI-CS may enter into one or more Statements of Work, each of which will become effective and bind Client and AIBI-CS upon execution by Client and AIBI-CS.

2.2. The terms and conditions of this Agreement and the applicable Statement of Work are intended to complement each other and to the extent they conflict, the terms and conditions of this Agreement shall control.

2.3. Either party may, from time to time, propose reasonable changes to any Statement of Work then in effect. If the parties agree upon any such adjustments, the parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement. Where applicable such change causes an increase of AIBI-CS’s costs to perform any Services, then Client shall reimburse AIBI-CS for any such increase in cost performance.
3. **SERVICES.**

3.1. AIBI-CS will perform the Services in a timely, professional and workmanlike manner. Without limiting the generality of the foregoing, AIBI-CS and Client shall:
(a) cooperate and coordinate with each other to ensure the Services are performed in accordance with the agreed upon schedule and do not interfere with AIBI-CS’s other operations; and (b) perform the Services in accordance with all applicable laws, regulations and government orders.

3.2. AIBI-CS will ensure that all persons, in the sole opinion of AIBI-CS, performing Services for Client under the Agreement have the requisite experience, training, skill and other qualifications needed to perform such Services. AIBI-CS may use the services of its employees or any independent contractor(s) AIBI-CS selects to perform the Services.

3.3. Unless otherwise specified in a Statement of Work, AIBI-CS will provide all hardware, software, systems, equipment and supplies that AIBI-CS deems necessary to perform the Services.

3.4. In the performance of the Services, Client will provide AIBI-CS with access to any CLIENT facilities and/or systems AIBI-CS deems necessary to perform the Services. This includes access to documents, records, and employees for interviews.

4. **DELIVERABLES.** AIBI-CS will develop, create, and deliver the Deliverables in accordance with the requirements set forth in this Agreement and the applicable Statement of Work. AIBI-CS will deliver all such Deliverables on or before the due dates set forth in the applicable Statement of Work, or as otherwise agreed upon by the parties in writing.

5. **TERM / TERMINATION.**

5.1. The Agreement will commence on the Effective Date and will remain in effect and applicable to each Statement of Work, unless otherwise terminated in accordance with Section 5.2 or Section 5.3 (the “Term”).

5.2. The Agreement may be terminated by either party by providing at least 180 days prior written notice to the other party.

5.3. Notwithstanding the foregoing, AIBI-CS may terminate this Agreement or a Statement of Work in the event that Client commits a material breach of this Agreement or the Statement of Work and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

5.4. In the event of any termination of this Agreement or the expiration or termination of any Statement of Work, then, unless otherwise provided in the applicable Statement of Work, the following will apply:
5.4.1. The parties shall cease performance of the Services and cooperate with each other to effect an orderly, efficient, effective and expeditious winding-down of the parties' respective activities.

5.4.2. Each of the parties shall return to the other all tools, information, items and other materials provided by the other.

5.4.3. AIBI-CS shall deliver to Client any completed or partially completed Deliverables within a reasonable time.

5.4.4. Client shall promptly pay to AIBI-CS any amounts due under Section 6 for the Services performed prior to the effective date of the termination, prorated on a daily basis for the Services actually performed and conforming Deliverables actually delivered.

5.4.5. The parties' respective rights and obligations under Sections 6, 7, 8, 9, 10, and of this Agreement, and such other sections that would reasonably be expected to survive the expiration or termination of this Agreement or any Statement of Work, will survive.

6. FEES AND PAYMENT.

6.1. Client shall pay AIBI-CS for the Services in accordance with AIBI-CS’s annually published rates or rates agreed to through other contract between the parties. All such amounts are exclusive of all applicable taxes, duties, surcharges, and other amounts assessable by any government authority on the Services and/or Deliverables.

6.2. AIBI-CS shall invoice Client upon completion of the evaluation portion of the certification audit for the amounts payable under Section 6.1. Unless otherwise specified in the applicable Statement of Work, Client shall pay all amounts due within thirty (30) days after receipt of AIBI-CS’s invoice.

6.3. In the event that that services pursuant to a Statement of Work are scheduled for a particular date, and within 21 days prior to that date Client cancels or refuses to accept the agreed-upon Services, Client shall be obligated to pay to AIBI-CS the full daily rate of any AIBI-CS personnel scheduled to participate in the Services, as well as any expenses associated with canceling travel arrangements, including but not limited to, airline cancellation fees, hotel cancellation fees, and rental car cancellation fees. The foregoing includes unannounced audits; therefore, black-out dates shall be submitted to AIBI-CS by the Client at least 21 days in advance of the audit window.

7. PRIVACY AND SECURITY.

7.1. Throughout the Term, AIBI-CS and Client shall take reasonable steps to maintain (and shall require its agents and subcontractors to take reasonable steps to maintain)
physical, administrative, and technical security measures to prevent loss, destruction, or unauthorized access to Confidential Information in accordance with all applicable law and regulations (“Safeguards”).

7.2. In the event of a breach its Safeguards, the party whose Safeguards were breached shall: (a) notify the other party within a reasonable time, which notice will include the date of the breach, a description of the affected information, and the nature of the breach; (b) conduct a reasonable investigation to determine when, and if possible, how and why the breach occurred; (c) provide the other party with necessary information from its investigation; and (d) cooperate and coordinate with the other party to mitigate the loss, damage, or destruction associated with the breach or suspected breach. Further, the party whose Safeguards were breached shall not, without the prior written consent of the other party: (x) contact any person whose information may have been compromised; or (y) disclose the breach or suspected breach or the details of any investigation to any third party.

8. PROPRIETARY RIGHTS

8.1. AIBI-CS is and shall remain the sole and exclusive owner of all AIBI-CS Materials, and of all Intellectual Property Rights in and to the AIBI-CS Materials.

8.2. Unless otherwise set forth in a Statement of Work, nothing in this Agreement or any Statement of Work grants to Client any right, title, license, or interest in or to the AIBI-CS Materials, or any of AIBI-CS’s software, equipment, documents, data, logo, technology, tools, or materials or to any Intellectual Property Rights of AIBI-CS or any of its affiliates.

8.3. Client shall not use or display AIBI-CS’s logo in any manner without the prior written approval of AIBI-CS.

9. INDEMNIFICATION. The parties agree to defend, indemnify and hold harmless each other, their subsidiaries and affiliates and their respective officers, directors, shareholders, employees and agents from and against costs, damages, claims and liabilities (including reasonable attorneys’ fees) to the extent caused by: (i) any breach of this Agreement or any Statement of Work by a party; (ii) any act or omission by a party or its employees and/or agents; and/or (iii) any personal injury, death or property damage caused by a party or its employees and/or agents. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR LOST PROFITS, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES

10. CONFIDENTIAL INFORMATION. During the relationship established by this Agreement, and thereafter, the parties shall keep secret and retain in strictest confidence, and shall not use in competition with or in a manner otherwise detrimental to the interest of the other party,
any Confidential Information. “Confidential Information” shall mean, without limitation, any confidential “know-how,” trade secrets, customer lists, details of Client or AIBI-CS contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans and new personnel acquisition plans related to either party’s business. For purposes of this Agreement or any Statement of Work, the Party receiving Confidential Information is referred to as the “Receiving Party” and the Party disclosing Confidential Information is referred to as the “Disclosing Party.” Confidential Information shall not include any information (i) that was publicly available, published or in the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement on the part of the Receiving Party or any of its employees, directors, officers, or agents (collectively, the Receiving Party’s “Representatives”); (ii) that was known by the Receiving Party or its Representatives prior to its disclosure to the Receiving Party or its Representatives by the Disclosing Party; (iii) becomes available to the Receiving Party or its Representatives from a person other than the Disclosing Party or its Representatives which is not, to the Receiving Party’s (or its Representative’s) knowledge or reasonable belief, subject to any legally binding or fiduciary obligation to keep such information confidential; or (iv) that is independently developed by or on behalf of the Receiving Party, without reliance on Confidential Information received hereunder.

11. GENERAL.

11.1. Independent Contractor. AIBI-CS is an independent contractor and not an employee, agent, joint venturer or representative of Client. Nothing in this Agreement will be construed as creating an employer-employee relationship between the parties. AIBI-CS specifically rejects and renounces any employment benefits offered to Client employees.

11.2. Disclaimer. AIBI-CS does not guarantee that any of its Services will result in successful certifications or passing scores on any audits, regardless of the Services requested or performed. Furthermore, AIBI-CS does not guarantee the availability of its personnel for any particular Service or purpose nor does AIBI-CS guarantee the availability of its personnel on any particular date or at any particular time.

11.3. Right to Refuse Services. Prior to executing a Statement of Work, AIBI-CS shall, at its sole discretion, have the right to refuse to perform any particular Services or to reject any proposed Statements of Work.

11.4. Notice. Any notice sent pursuant to this Agreement must be in writing and either served personally upon the other party or sent to the other party by U.S. mail, postage prepaid, certified, return receipt requested, or by overnight mail, to the addresses set forth below or at such address as either party may advise the other from time to time. Either party may change its address by giving the other party notice at least fourteen (14) days prior to the effective date of the change. Notices will be effective upon receipt.
11.5. **Force Majeure.** If either party is delayed, hindered in or prevented from the performance of any act required hereunder or any Statement of Work by reason of failure of power, riots, insurrection, war or other reasons of a like nature (a “Force Majeure Event”) not the fault of, or under the reasonable control of, the party delayed in performing work or doing acts required hereunder, then performance of such act will be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay, provided such delayed party gives prompt written notice to the other party of the occurrence giving rise to the delay. The parties shall commence performance promptly upon the cessation of the Force Majeure Event.

11.6. **Assignment.** Except as otherwise provided herein, neither party may assign this Agreement nor any Statement of Work, whether by operation of law, contract or otherwise, without the prior written approval of the other party. Any attempted assignment in violation of this section will be void. Subject to the foregoing restriction, this Agreement will be binding upon and inure to the benefit of the parties’ and their respective successors and permitted assigns.

11.7. **Integration.** This Agreement and Statements of Work constitute the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior agreements or understandings between the parties, whether oral or written, with respect to such subject matter. The parties agree that neither party is relying on any statement or promise not contained in this Agreement or any Statement of Work. No course of prior dealings between the parties and no usage of trade, except where expressly incorporated by reference, will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement will not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to object.

11.8. **Amendment and Waiver.** This Agreement and any Statement of Work may be amended, supplemented, modified and/or rescinded only through a written instrument that references this Agreement or the applicable Statement of Work, and is signed by an authorized representative of AIBI-CS and Client. Either party may specifically and expressly waive in writing any portion of this Agreement or a Statement of Work or any breach hereof, but no such waiver will constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision.
11.9. **Publicity.** The timing and content of any press release or other announcement via the press, social media, or similar media outlet regarding any transaction contemplated hereunder shall be mutually agreed upon by the parties in writing.

11.10. **Severability.** Each section, subsection, paragraph, term and provision of this Agreement, and any portion thereof, to the extent permitted by applicable laws, shall be considered severable. If any provision of this Agreement is deemed unenforceable due to its scope, a provision containing the maximum enforceable scope permitted by applicable laws shall be substituted therefor.

11.11. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and all disputes hereunder will be governed by, the laws of the state of Kansas without giving effect to the conflict of laws principles thereof. The parties agrees to bring any legal proceeding to enforce any provision of this Agreement, or any action otherwise arising under or by reason of this Agreement, only in a court of competent jurisdiction located in Riley County, Kansas. The parties hereby irrevocably consent to the jurisdiction and venue of such courts for all suits arising under or to enforce the Agreement.

11.12. **Construction.** The parties acknowledge and agree that each party and its counsel have reviewed the terms and conditions of this Agreement and have contributed to the revision of same; the normal rule of construction which holds that any ambiguities are resolved against the drafting party, will not be employed in the interpretation of this Agreement; and the terms and provisions of this Agreement will be constructed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

11.13. **Authorization.** Each party has full power and authority to enter into and perform all its obligations under this Agreement; this Agreement constitutes the legal, valid and binding obligation of each party, enforceable against it in accordance with its terms; and the individual signing this Agreement on behalf of one of the parties has full power and authority to so bind such party.

11.14. **Counterparts.** This Agreement and any of its Statements of Work, may be executed in counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and together will constitute one and the same agreement.

11.15. **Confidential Reporting.** If either an employee, director, officer, or agent of AIBI-CS or the Client has reason to believe that the audit/evaluation has been compromised in any way, they may report the concern using the confidential hotline. This is available by visiting [http://cb.aibonline.org/](http://cb.aibonline.org/). The Confidential Reporting hotline link is available on each page of the website.