

# MASTER SERVICES AGREEMENT

---

## GENERAL TERMS AND CONDITIONS

THIS MASTER SERVICES AGREEMENT (“MSA” or “Agreement”) is dated April 1, 2024 (“Effective Date”) and is by and between the following Parties: Prometric LLC (“Prometric”), a Delaware limited liability company, with its principal place of business at 1501 S. Clinton Street, Baltimore, MD 21224 and Carelink (CARE) (“Client”)], with its principal place of business at 1790 Mulkey Road, Suite 3A Austell, Georgia 30106 (individually a “Party” and together the “Parties”).

### 1.0 OBJECTIVES AND SERVICES

Client desires to develop a testing and certification program that will be professionally administered so Candidates can demonstrate their proficiency in various academic, professional, occupational, or other specialties. Under this Agreement, Prometric will provide services to help Client achieve that objective. The services to be provided for Client, and the terms and conditions under which those services will be provided, are defined by this Agreement and any associated Statement(s) of Work (“SOW”). By entering into this Agreement, Client agrees to the provisions that will govern the Prometric/Client relationship under any program(s) as defined by the SOW(s), and Prometric agrees to provide those services.

### 2.0 DEFINITIONS

As used throughout this Agreement and in any accompanying SOW(s), the following terms shall have the meaning specified below:

- 2.1 **Candidate:** An individual or customer of Client who utilizes products or services contemplated in this MSA and the attached SOW(s).
- 2.2 **Candidate Data:** Any data provided to Prometric by Client or collected by Prometric from a Candidate in connection with this Agreement and includes but is not limited to personal data, test results, test registrations, and any other data concerning or provided by a Candidate.
- 2.3 **Client Owned Materials:** All materials that have been developed by Client for Testing or are compiled by Prometric for Client in connection with this Agreement, including but not limited to, Candidate Data, Tests, Items, Item Bank, metadata, and any other non-public information or data.
- 2.4 **Indemnified Party:** The Party claiming indemnification under Section 11.
- 2.5 **Indemnifying Party:** The Party providing indemnification under Section 11.

- 2.6 **Item:** A single question or problem that may appear on a Test.
- 2.7 **Item Bank:** A pool or group of Items, provided to Prometric by the Client, any one or more of which in combination comprise a Test Form.
- 2.8 **Losses:** The amounts payable by the indemnifying party to the indemnified party (including any and all losses, liabilities, damages, claims, fines, penalties, costs, expenses, demands, assessments, levies, and claims), whether by means of judgment, settlement, arbitration award, or otherwise. Losses shall also mean the indemnified party's reasonable costs and expenses (including any and all expert fees, court costs, costs of investigation, litigation, settlement, judgment, and appeal, attorney's fees in connection with the foregoing or with successfully establishing the right to indemnification under Section 11.0, and expenses and any interest and penalties levied on a judgment or arbitration award or payable as part of any settlement).
- 2.9 **Personal Data:** Any information provided to Prometric by Client or collected by Prometric in connection with this Agreement (i) that identifies or can be used to identify or contact the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personal Data includes a person's name, address, phone number, fax number, email address, social security number or other government-issued identifier, and credit card information.
- 2.10 **Prevailing Party:** A party who utilizes legal counsel and brings or defends an action, suit, or judicial or administrative proceeding involving an alleged breach or default under this Agreement and, if the plaintiff, obtains substantially the relief sought (whether by compromise, settlement, award, or judgment) or, if the defendant, the plaintiff fails to substantially obtain the relief sought. If neither Party can be considered the Prevailing Party, the judge shall have the discretion to equitably apportion costs and attorney's fees and expenses.
- 2.11 **Prometric Network:** The computerized network of test centers in which Client's Tests shall be delivered, as identified in an attached SOW, if applicable.
- 2.12 **Prometric Owned Materials:** Prometric's software, documentation, manuals, and know-how, including any concepts, methodologies or procedures that have been developed or licensed by Prometric, which may be adapted or used by Prometric to perform Services under this Agreement, and any enhancements or revisions thereto.
- 2.13 **Services:** The test delivery, test development and/or test-related management services, platforms and/or methodologies selected by Client and outlined in each SOW attached hereto.

2.14 **SOW:** The document or documents that sets forth the services to be performed by Prometric on behalf of Client. The SOWs applicable to a particular program are attached to the Master Services Agreement (MSA) and incorporated therein by reference. In the event of a conflict between the MSA and a SOW, the SOW shall take precedence, unless specifically noted otherwise.

2.15 **Test:** A set of Items from an Item Bank selected according to a set of Test specifications to be provided by Client (also known as "content outline" or "Test blueprint"), which is to be administered to a Candidate via computer (in-person or remote) or, if applicable, via paper and pencil, exclusive of any Prometric test delivery software or coding language which may be attached to the Items or in which the Items may be imbedded. The Test(s) to be delivered under this Agreement, and the duration of the Test(s) (inclusive of any introductory tutorial and Candidate survey) are set forth in the SOWs.

### 3.0 TERM AND RENEWALS

This Agreement commences with the Effective Date and will expire 3 years from the Effective Date (the "Expiration Date"), unless terminated earlier as provided in Section 14.0 or by mutual written agreement of the Parties. ("Term").

### 4.0 RESPONSIBILITIES OF THE PARTIES

The obligations of the Parties are set forth herein and with respect to the Services are further outlined in the SOW attached to this Agreement.

### 5.0 EXCLUSIVITY

Client agrees that it will not engage or retain any other provider to perform, administer, or deliver the Services set forth in the attached SOW and shall look to Prometric as its sole and exclusive provider of such Services for and during the Term of this Agreement.

### 6.0 NON-SOLICITATION

Client shall not solicit for employment (part time or full time), contract work, consultancy, or any other work-for-hire or commission-based arrangement the employees of Prometric and any of its subsidiaries or affiliates for the Term of this Agreement and for one (1) year thereafter.

### 7.0 GEOGRAPHICAL COVERAGE

This Agreement applies worldwide (hereinafter the "Territory" or "Territories").

## 8.0 FEES

Client shall pay such fees for services as are set forth in the SOW(s) attached to this Agreement and incorporated by reference. The following general provisions shall apply to all fees paid by Client to Prometric.

### 8.1 Invoicing and Payment

In the event Prometric is required to submit an invoice to Client, per the applicable SOW, Prometric shall submit such invoices monthly, unless stated otherwise in the applicable SOW. Client agrees to complete Prometric's electronic funds transfer forms upon execution of this Agreement, and to remit all payments due to Prometric electronically. All invoiced amounts shall be due and payable within thirty (30) days of the date of Client's receipt of an invoice. Any undisputed invoice amounts that are not paid by the due date shall bear interest at the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law from the date due until paid. Client agrees that within ten (10) business days of receipt of an invoice provided by Prometric, the Client will review the invoice and notify Prometric of any disputes and/or discrepancies. Such disputes and/or discrepancies must be identified in writing to Prometric and include any applicable supporting paperwork. Failure to provide applicable notice of an invoice dispute/discrepancy as stated herein shall cause the invoice to be considered undisputed in its entirety and full payment shall be expected no later than the due date. Records of expenses and pass-through costs incurred which are invoiced to Client under the terms of this Agreement shall be made available upon written request. Where Prometric is collecting any fees on behalf of Client, Prometric reserves the right to reduce amounts payable to Client, including but not limited to Candidate fees collected, by any amounts owed by Client to Prometric.

### 8.2 Taxes/Fees Not Included

The fees for services charged to Client do not include any applicable sales, use, excise, Value Added Tax (VAT), Goods and Services Tax (GST) or any other fees, taxes, excises, or charges on, or in connection with the furnishing of the services. The fees set forth also do not include credit card charges, vendor payment fees, currency lifting fees, currency border fees, or other charges. Client is responsible for paying all taxes associated with its purchases of Services hereunder, excluding taxes based on Prometric's net income or property. If Prometric has the legal obligation to pay or collect taxes for which Client is responsible under this section Client must notify Prometric in writing prior to the execution of this Agreement, and the appropriate amount shall be invoiced to and paid by Client, unless Client provides Prometric with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 8.3 Suspension of Service

If Client has not remitted payment within forty-five (45) days of its receipt of an invoice (except for charges then under reasonable and good faith dispute), then, following written notice and an opportunity to cure of five (5) business days (which notice may be provided via email), in addition to any of its other rights or remedies, Prometric reserves the right, but not the obligation, to suspend Services until such amounts are paid in full. The rights of Prometric contained herein are in addition to, and not in lieu of, those rights outlined in Section 14.1.

## 9.0 OWNERSHIP, LICENSE & USE

### 9.1 Client Owned Materials

Prometric acknowledges and agrees that Client holds all proprietary rights, including, but not limited to, copyright, trademark, trade secret, patent, and other intellectual property rights in the Items and Item Bank (collectively, the “Client Owned Materials”) which will be provided by Client, as applicable, to Prometric to perform its responsibilities under this Agreement. Prometric understands and agrees that, except for the right to use the Client Owned Materials for the sole purpose of performing its responsibilities under this Agreement, no rights in the Client Owned Materials are granted to Prometric. For the duration of the Term, Client grants Prometric a non-exclusive, transferable, sublicensable, royalty free license to use the Client-Owned Materials solely to (i) provide the Service(s) to Client, and (ii) if requested by Client, make improvements to the Service(s) for Client’s use.

### 9.2 Prometric Owned Materials

Client acknowledges and agrees that Prometric’s software, documentation, manuals, and know-how, including any concepts, methodologies or procedures that have been developed or licensed by Prometric, which may be adapted or used by Prometric to perform services under this Agreement or the applicable SOW(s), and any enhancements or revisions thereto, (“Prometric Owned Materials”), are the property of Prometric or its suppliers and are proprietary to them. Prometric holds all rights to Prometric Owned Materials, including but not limited to copyright, trademark, patent, trade secret, licensing, and other intellectual property rights. Prometric shall also retain copyright, trademark and trade secret rights on any unpublished statistical procedures or processes, reports, bulletins, or manuals, which Prometric may disclose to Client in performing services under this Agreement. Client may not disassemble, decompile or reverse engineer any software, or its component parts, which make up the Prometric Owned Materials and has no right to make copies of any non-machine-readable portions of such software. Client shall use Prometric Owned Materials only as provided for in this Agreement. Client understands and agrees that no rights in the Prometric Owned Materials are granted to Client.

- 9.2.1 License/Access to Service. In exchange for payment of the fees, and subject to the terms of this Agreement and any applicable SOW, Prometric grants Client (a) a nonexclusive, royalty-free, nontransferable license, solely during the Term (i) to access and use the Service(s) and the systems associated therewith solely for Client's internal business purposes and (ii) to use the Prometric-Owned Materials solely in conjunction with Client's authorized use of the Service(s). Client shall not alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to any Prometric-Owned Materials.
- 9.2.2 Reservation of Rights. Except for the limited rights and license expressly granted to Client hereunder, Prometric reserves all rights, title, and interest in and to the Service(s), the underlying software, the Prometric-Owned Materials, including all related intellectual property rights inherent therein. No rights are granted to Client hereunder other than as expressly set forth in this Agreement.
- 9.2.3 Restrictions. Client shall not (i) modify, copy, display, republish or create derivative works based on the Service or the underlying software; (ii) modify, copy or create derivative works of the Prometric-Owned Materials; (iii) reverse engineer the Service(s) or the underlying software; (iv) access the Service(s) in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Service(s); (v) license, sublicense, sell, resell, rent, lease, transfer, assign (except as permitted herein), distribute, share or otherwise commercially exploit or make the Service(s) available to any third party, other than to Candidates or as otherwise contemplated by this Agreement; (vi) use the Service(s) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (vi) upload to the Service(s) (other than as permitted in a SOW) or use the Service(s) to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service(s) or the data contained therein; (viii) attempt to gain unauthorized access to the Service(s) or related systems or networks, or (ix) export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all applicable export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business, and shall not cause Prometric to violate the same. Any violation(s) of Section:

9.2.3 shall result in an immediate right of suspension of the Services and/or termination of this Agreement, in Prometric's sole discretion, such notice of suspension or termination to be delivered in writing to Client.

### 9.3 Candidate Data

9.3.1 Treatment of Candidate Data. As between Client and Prometric, Candidate Data shall be treated as Client Owned Materials in accordance with Section 9.1 herein.

9.3.2 Information Security. Both Client and Prometric understand and agree that compliance with all applicable privacy and data protection laws is of importance to both Parties. Client hereby authorizes Prometric to process Personal Data about its Candidates in accordance with this Agreement and its related SOW(s) and as otherwise needed to fulfill Prometric's obligations to Client. Client warrants that its instructions on data processing contemplated herein comply with applicable laws. If either Party becomes aware of any changes to applicable data protection laws, it shall promptly notify the other Party so that this Agreement can be amended to reflect the new requirements of such laws. Client understands and agrees that Prometric has no obligation under this Agreement to process data in a way that does not comply with applicable data protection and privacy laws, and that Prometric may take any steps reasonably necessary to comply with such laws. Client further agrees to execute any other data processing agreements or standard contractual clauses as may be required by the laws of the Territory or Territories where the Services will be performed, as outlined in Section 7.0 and any SOW attached hereto. Such additional documents shall be attached to this Agreement and the terms incorporated herein.

9.3.3 Collection and Notice. Any Personal Data collected or accessed by Prometric in the performance of its obligations hereunder shall be limited to that which is reasonably necessary to perform such obligations or to fulfill any legal requirements. If the Services to be performed by Prometric pursuant to this Agreement involve the collection of Personal Data directly from individuals, such as through a registration process or a webpage, Prometric will provide a clear and conspicuous notice regarding its use of the Personal Data.

9.3.4 Use and Disclosure. Prometric shall use Personal Data only as necessary to perform the Services contemplated by and in accordance with this Agreement, as set forth in the SOW(s) attached hereto and incorporated by reference. Prometric may not

use Personal Data for its own marketing or any other purposes; however, Prometric shall communicate with Candidates as necessary to provide information, updates, and changes related to the provision of test delivery services and to obtain feedback to assist Prometric with improving its operations and user experiences. Prometric shall maintain such Personal Data in confidence as confidential information of Client in accordance with the provisions of Section 9.3 of this Agreement and shall use reasonable organizational, technical, and administrative measures to protect the security of all Personal Data that it processes. If Prometric is served with a court order compelling disclosure of any Personal Data or with notice of proceedings for such an order, Prometric will notify Client of such order or notice, and, if practical, will provide Client the opportunity to intervene before Prometric files any response to the order or notice.

- 9.3.5 Retention & Disposition of Candidate Data. Candidate Data will be deleted from Prometric systems within five (5) years or less, as required by applicable law, from the date of the last test, assessment, or other test-related service provided by Prometric to the applicable Candidate.

At any time during the Term, Prometric will provide Client with access to Candidate Data upon Client's written request in Prometric's then-current standard export format. Upon termination or expiration of this Agreement (or in anticipation of termination or expiration of the Agreement), Client must request Candidate Data to be transferred to Client within thirty (30) days of the termination and/or expiration date of the Agreement, and Prometric will provide an electronic copy of the Candidate Data in Prometric's then-current standard format. In the event a data transfer request involves a custom format or a rush request, such request shall be provided for an additional fee at Prometric's current rates at that time. After such 30-day period, Prometric shall have no obligation to maintain or provide any Candidate Data to Client. Prometric will not provide Candidate Data unless all fees have been paid by Client. The foregoing provisions on retention and disposition of data shall also apply to Client-Owned Materials, except that any Items or Item Banks maintained by Prometric on behalf of Client shall not be deleted on any rolling retention schedule and shall instead be retained for the duration of the Term and any renewals thereof. The standard time to transfer a Client Item Bank is six (6) weeks. All conditions related to custom and/or expedited requests above also apply to transfer of an Item Bank.



9.3.6 Access to Personal Data. Prometric will promptly refer to Client any requests by a Candidate for access to his or her Personal Data.

#### 9.4 Aggregated/Anonymous Data.

Prometric may aggregate the metadata and usage data of Client or Candidates collected or otherwise made available through the Service(s) so that the results are non-personally identifiable with respect to Client or Candidates (“Aggregated Anonymous Data”). The Aggregated Anonymous Data will be deemed Prometric-Owned Materials, and Client acknowledges that Prometric may use the Aggregated Anonymous Data, both during and after the Term, (i) for its own internal, statistical analysis, (ii) to develop and improve the Service(s), and (iii) to create and distribute reports, statistical analysis, examine trends, make comparisons, and otherwise generate industry benchmarks, best practice guidelines or other materials regarding the use of the Service(s). For purposes of clarity, nothing in this Section 9.4 gives Prometric the right (or ability) to publicly identify Client or Candidates as the source or sources of any Aggregated Anonymous Data.

#### 9.5 Approval for Use of Trademarks, Logos, Etc.

Neither Party may use the trademark, service mark, or logo of the other Party in its promotional or marketing activities or for any other purpose, other than as provided for in this Agreement, without the prior written approval of that Party for each use.

### 10.0 CONFIDENTIALITY

#### 10.1 Prometric Owned Materials and Pricing Information

Client shall hold Prometric Owned Materials, all Prometric business information, and the pricing and terms of this Agreement in confidence and shall not use, disclose, copy, or publish any such information without the prior written approval of Prometric. Client shall safeguard such information to the same extent it safeguards its like information but in no event utilizing less than a reasonable degree of care.

#### 10.2 Client Owned Materials

Prometric shall hold Client Owned Materials and that business information identified as confidential by Client in confidence and shall not use, disclose, copy or publish any such information without the prior written approval of Client. Prometric shall safeguard such information to the same extent it safeguards its like information but in no event utilizing less than a reasonable degree of care.

#### 10.3 Disclosure Legally Compelled

In the event that either Prometric or Client becomes legally compelled (or if requested by an applicable regulatory body) to disclose any of the confidential information of the other Party, the receiving Party will provide the disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy (and if the disclosing Party seeks such an order, the receiving Party will provide such cooperation as the disclosing Party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of the confidential information which is legally required (in the opinion of its counsel).

#### 10.4 Exceptions

This Section 10 shall not apply to information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party or anyone to whom the receiving Party transmits the information, (ii) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party who is not bound by a confidentiality agreement with the disclosing Party, (iii) was known to the receiving Party or in its possession prior to the date of disclosure by the disclosing Party, (iv) is furnished by the disclosing Party to others with written permission to disclose, or (v) is independently developed by the receiving Party without reference to the confidential information.

### 11.0 INDEMNIFICATION

#### 11.1 Prometric's Indemnity of Client

Prometric agrees to indemnify, defend and hold Client and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns harmless from and against any and all Losses arising out of any third party claim, action or proceeding, based directly on the following, (a) any negligent or more culpable act or omission of Prometric in its operation of any Prometric owned Test Center or equipment or facilities, (b) any negligent or more culpable act or omission of Prometric in its delivery of Tests, (c) its failure to comply with any applicable laws or regulations concerning the operation of the Prometric Test Centers, or (d) any allegation that the Prometric Owned Material(s) infringes any third party intellectual property right, provided Client (1) gives Prometric control of the defense of such claim, action or proceeding and (2) Client agrees to provide reasonable information and assistance to Prometric during the course of the defense. This Section 11.1 shall not apply to any claim of infringement resulting from Client's modification or misuse of the Prometric Owned Materials or

combination of the Prometric Owned Materials with any other materials or product.

#### 11.2 Client's Indemnity of Prometric

Client agrees to indemnify, defend and hold Prometric and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns harmless from and against any and all Losses arising out of any claim, actions, or proceeding based directly on the following, (a) content, character, and/or validity of any Item or Test, the cut-score or pass-fail quotient established by Client, (b) the use of any Test results for assessment, certification, licensing or any other purpose by Client, (c) compliance by Prometric with directions and instructions by Client regarding Prometric's administration of the Tests or delivery of any Services, (d) Client's grant or refusal of accommodation(s) for Candidates requesting such accommodation(s) and Prometric's compliance with the accommodation(s) approved by Client, provided that Prometric reasonably follows Client's directions or instructions with respect to the accommodation(s), and (e) any allegation that the Client Owned Material(s) infringes any third party intellectual property right, provided Prometric (1) gives Client control of the defense of such claim, action or proceeding and (2) Prometric agrees to provide reasonable information and assistance to Client during the course of the defense. This Section 11.2 shall not apply to any claim of infringement resulting from Client's modification or misuse of the Prometric Owned Materials or combination of the Prometric Owned Materials with any other materials or product.

#### 11.3 Procedures

The Indemnified Party shall promptly notify (and, in the case of any action, suit, arbitration, or judicial or administrative proceeding, shall so notify no later than fifteen (15) calendar days after the Indemnified Party has received notice thereof or has been served with a complaint or other process), the Indemnifying Party when it has knowledge of circumstances or the occurrence of any events which are likely to result in an indemnification obligation under this subsection or when any action, suit, arbitration, or judicial or administrative proceeding is pending or threatened that is covered by this subsection.

Upon request, and to the extent permitted by applicable law, the Indemnifying Party shall have the right to defend, settle, or compromise any such suit or proceeding, at its own expense, provided that: (a) the Indemnifying Party demonstrates to the satisfaction of the Indemnified Party that it is financially able to defend such action and to pay any settlement, award or judgment; (b) counsel retained by the Indemnifying Party are reasonably satisfactory to the Indemnified Party; and (c) no settlement shall be made which imposes any obligations on (other than the payment of money which is made by the Indemnifying Party on behalf of the Indemnified Party), or is prejudicial to, the Indemnified Party,

without the prior consent of the Indemnified Party, which consent shall not be unreasonably withheld.

The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any such suit or proceeding, and the Indemnifying Party shall reimburse the Indemnified Party for its reasonable expenses with respect thereto, including counsel of its choice. Such cooperation shall include, but not be limited to, the making of statements and affidavits, attendance at hearings and trials, production of documents, assistance in securing and giving evidence and obtaining the attendance of witnesses, provided, however, that in no event shall either Party be required to waive attorney-client or other applicable privileges.

Failure by the Indemnified Party to promptly notify the Indemnifying Party as required by this subsection shall not invalidate the claim for indemnification, unless such failure has a material adverse effect on the settlement, defense, or compromise of the matter that is the subject of the claim for indemnification. In addition, the Indemnified Party shall be responsible for any claims or losses which could have been avoided or mitigated by prompt notice as required by this subsection.

Notwithstanding anything to the contrary in this Agreement, this Section 11 does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this Agreement.

## 12.0 NO THIRD-PARTY BENEFICIARIES/ LIMITATION OF LIABILITY/ WARRANTY DISCLAIMER

### 12.1 No Third-Party Beneficiaries

Nothing in this Agreement shall entitle any person (including, without limitation, Candidates) to any rights as a third-party beneficiary under this Agreement.

### 12.2 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR, SUCH DAMAGES ARE PERMITTED UNDER APPLICABLE LAW. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER FOR DAMAGES IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE FEES REMITTED BY CLIENT TO PROMETRIC FOR THE SERVICES THAT CAUSED AND/OR ARE RELATED TO THE DAMAGE(S) DURING THE TRAILING TWELVE (12) MONTHS FROM THE DATE OF OCCURRENCE OF THE EVENT THAT RESULTED IN THE CLAIM.

### 12.3 Warranty Disclaimer

EXCEPT AS SPECIFICALLY SET FORTH HEREIN BETWEEN THE PARTIES, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CLIENT FURTHER AGREES THAT ITS PURCHASE OF THE SERVICE IS NEITHER CONTINGENT UPON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES NOR DEPENDENT UPON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY PROMETRIC WITH RESPECT TO FUTURE FUNCTIONALITY OR FEATURES.

### 13.0 INSURANCE

During the initial term and any renewal of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate with financially sound and reputable insurers; and cyber security insurance in a sum no less than one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate. Upon Prometric's request, Client shall provide Prometric with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Prometric as an additional insured. Client shall provide Prometric with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Prometric's insurers and Prometric.

### 14.0 TERMINATION

#### 14.1 Termination for Cause

This Agreement may be terminated by either Party for cause (cause being a breach of a material obligation or responsibility imposed upon a Party by this Agreement) but only after written notice of default and opportunity to cure has been given. With respect to monetary default, the notice must provide for an opportunity to cure of at least ten (10) days following receipt of the notice. Either Party's rights hereunder are in addition to, and not in lieu of, those rights outlined in Section 8.3 above. With respect to non-monetary default, the notice must provide for an opportunity to cure of at least thirty (30) days following receipt of the notice. If the Party receiving the notice of default does not cure the breach on or before the cure date stated in the notice, the Party giving the notice of default

may terminate this Agreement by giving the Party in breach a written termination notice, stating the date on which the termination is to be effective.

#### 14.2 Performance Until Termination

Notwithstanding the delivery of a notice of default or notice of termination by either Party to the other, all obligations to perform Services (except for Prometric's rights under Section 8.3 above) and to pay for such Services shall continue in effect and be duly observed and complied with by both Parties until the effective date of termination.

#### 15.0 NOTICES

Any notices or other communications required or which may be given by either Party to the other Party under this Agreement, shall be in writing and may be sent by electronic mail with read receipt requested, or by overnight courier with a verified receipt, or by registered or certified mail, postage prepaid and addressed to the address stated below or to such other address as the Parties shall subsequently designate to each other by notice given in accordance with this Section 14. Such notice shall be deemed to be sufficiently given when the receiving Party receives the notice.

FOR Client: CARELINK  
Attn.: Kimberly Henderson  
1790 Mulkey Road, Suite 3A  
Austell, Georgia 30106  
[joalfred@bellsouth.net](mailto:joalfred@bellsouth.net)  
[khenderson@carelinkofgeorgia.com](mailto:khenderson@carelinkofgeorgia.com)

FOR Prometric: Prometric  
Attn.: Legal Department  
7941 Corporate Drive  
Nottingham, MD 21236  
[Jacqueline.Rendle@prometric.com](mailto:Jacqueline.Rendle@prometric.com)

#### 16.0 INDEPENDENT CONTRACTOR

Under this Agreement, Prometric agrees that it will perform as an independent contractor, not an agent or employee of Client.

#### 17.0 PREVAILING PARTY

The unsuccessful Party in any action or proceeding shall pay for all reasonable costs, expenses, and attorney's fees (including cost of inside counsel) incurred by the Prevailing Party or its agents or both in enforcing the terms and conditions of this Agreement.

#### 18.0 APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Maryland, USA without reference to principles of conflict of laws thereof. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of Maryland.

#### 19.0 FORCE MAJEURE

Neither Party shall be liable for delay or failure in performance of any of its obligations under this Agreement (other than payment obligations) when such delay or failure arises from events or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, war, explosion, sabotage, pandemics, epidemics, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure that are not caused by Prometric, equipment or software malfunction not caused by Prometric and which are of a general nature within commerce (i.e. a general failure of the Windows Operating System or similar type of failure), or labor disputes.

#### 20.0 NO WAIVER

No failure on the part of either Party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

#### 21.0 ASSIGNMENT

Either Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, with prior written notice to the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

#### 22.0 REFERENCES, RESEARCH AND MEDIA RELEASES

Client may agree upon written request from Prometric to participate in case studies, act as a reference, provide referrals for Prometric where relevant and appropriate, and to issue a jointly reviewed and approved press release upon execution of this Agreement.

#### 23.0 INTERPRETATION

The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other gender or numbers where the context so indicates or requires. Unless otherwise expressly provided, references to days, months or years are to calendar

days, months or years. Person or persons include individuals, partnerships, corporations, government agencies or other entities. Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

#### 24.0 ELECTRONIC SIGNATURES

Electronic signatures of the Agreement shall be as binding as hardcopy originals.

#### 25.0 SURVIVAL BEYOND TERMINATION OR EXPIRATION

It is mutually agreed that all obligations arising under Sections 8.0 Fees, 9.0 Ownership/License/Use, 10.0 Confidentiality, 11.0 Indemnification, 12.0 No Third-Party Beneficiaries/Limitation of Liability/Warranty Disclaimer, 17.0 Prevailing Party and 18.0 Applicable Law shall survive any termination or completion of this Agreement.

#### 26.0 SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

#### 27.0 MODIFICATIONS

This Agreement, including the terms established in any SOW, can be modified only by a writing signed by both Parties.

#### 28.0 ENTIRE AGREEMENT

This Agreement, including all accompanying SOW attached hereto, constitutes and expresses the entire agreement and understanding between the Parties regarding all the matters herein referred to, and supersedes all previous discussions, promises, representations, and understandings relative thereto, if any, between the Parties.

#### 29.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which is an original, and all of which together constitute only one agreement between the Parties.



IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement as of the day and year first above written.

PROMETRIC LLC  
("Prometric")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Carelink – (CARE)  
("Client")

By: Kimberly C Henderson

Name: Kimberly Henderson

Title: CEO, CARELINK of Georgia

Date: 3/6/2024