

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's
£58.73
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:
Invoice address
Delivery address, including contact person and contact person phone number

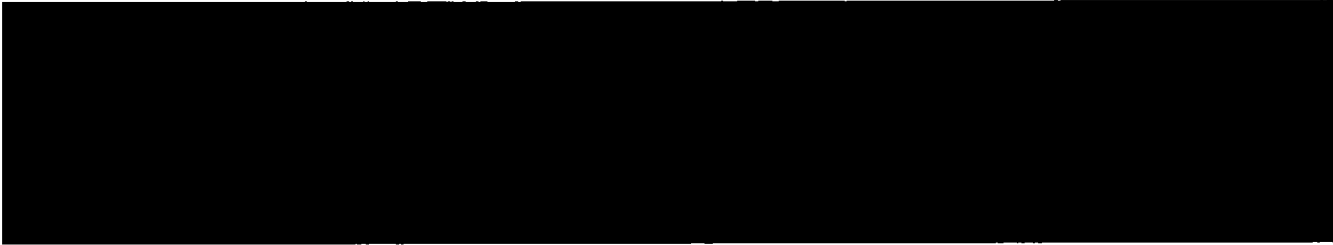
I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards





From: Alston, Steve M@CDCR
Sent: Thursday, September 30, 2010 11:21 AM
To: Kernan, Scott@CDCR
Subject: RE: Thiopental Injection

Scott,

Pulling our team together this afternoon to discuss in detail after which I will get back to you on this. A few questions for you:

1. Looks like a proposed three year agreement, right?
2. Estimated cost?
3. Will the proposed contractor store the inventory and ship it to CDCR on an as needed basis?

THANKS!

Steve



From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 9:20 AM
To: Kernan, Scott@CDCR
Subject: FW: Thiopental Injection

FYI
John

From: 

Sent: Thursday, September 30, 2010 9:15 AM
To: McAuliffe, John@CDCR
[REDACTED]
Subject: RE: Thiopental Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]
Sent: Thursday, September 30, 2010 12:05 PM
[REDACTED]
Subject: FW: Thiopental Injection
Importance: High

[REDACTED]
Thank you again here is the information and email.
John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

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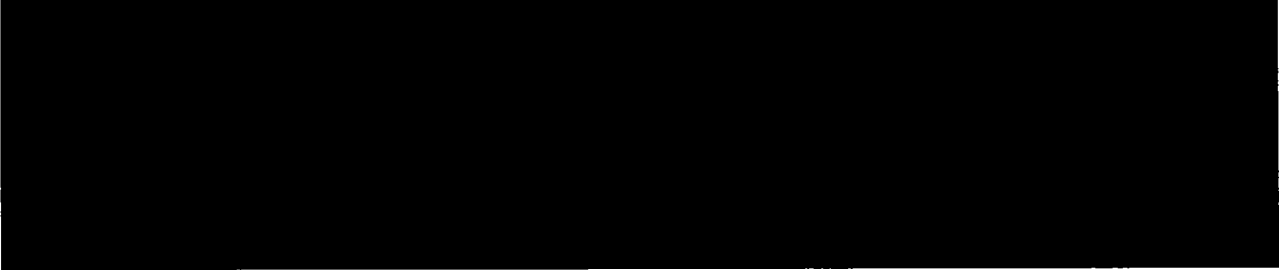
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Many thanks,

Kind regards





From: Alston, Steve M@CDCR
Sent: Thursday, September 30, 2010 3:52 PM
To: Kernan, Scott@CDCR
Cc: McAuliffe, John@CDCR
Subject: RE: Thiopental Injection
Importance: High

Scott,

Here is our take on the issue:

- The attached MSA is a vendor provided agreement covering a number of services, which, based on your note below, we should not sign.
- Based on your note this appears to be a straight purchase and not a service contract. Consequently, if [REDACTED] is in fact the vendor of choice, we will need to see if they will accept a CDCR issued purchase order.
- If you want to pursue a non-competitive bid purchase, then a justification will need to be developed explaining why this cannot go out for bid.
- The dollar value of the purchase will dictate required approvals:
 - Less than \$5,000 can be approved by OBS without an NCB.
 - If the purchase is \$5-25,000 an NCB will be required, but will not require DGS review / approval.
 - If the purchase is in excess of \$25,000 then DGS review / approval will be required.

Hope this helps!

Steve

From: Kernan, Scott@CDCR
Sent: Thursday, September 30, 2010 1:44 PM
To: Alston, Steve M@CDCR
Cc: McAuliffe, John@CDCR
Subject: RE: Thiopental Injection

Steve,

Thanks for your help. Needs to be addressed confidentially.

I assume the 3 year noted in the agreement is standard. Fact is we are buying enough of the drugs to last until 2014 and would not think, but not impossible, that we would need any more during the three years. So one time transaction.

I'll have to get back to you on cost. Don't know.

The contractor would facilitate the one time purchase of the drug and we would take possession for storage at SQ. no need for them to store it.

Scott

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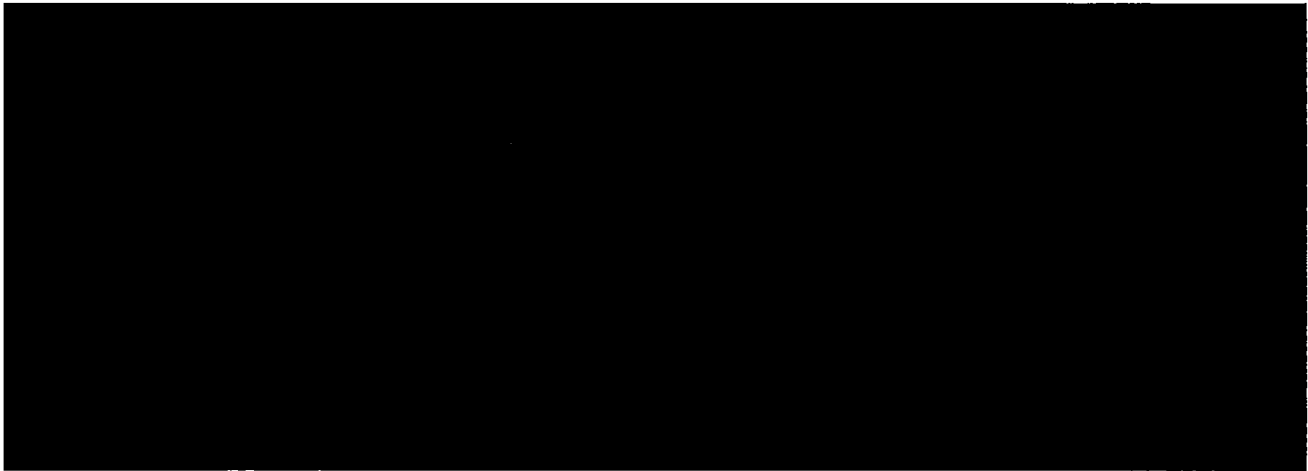
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]
Sent: Thursday, September 30, 2010 12:05 PM
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Subject: FW: Thiopental Injection
Importance: High

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John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
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Subject: Thiopental Injection
Importance: High

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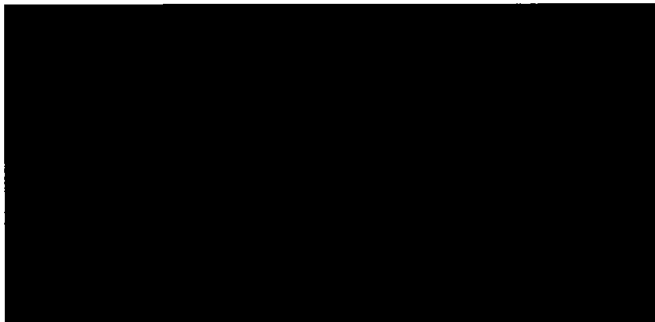
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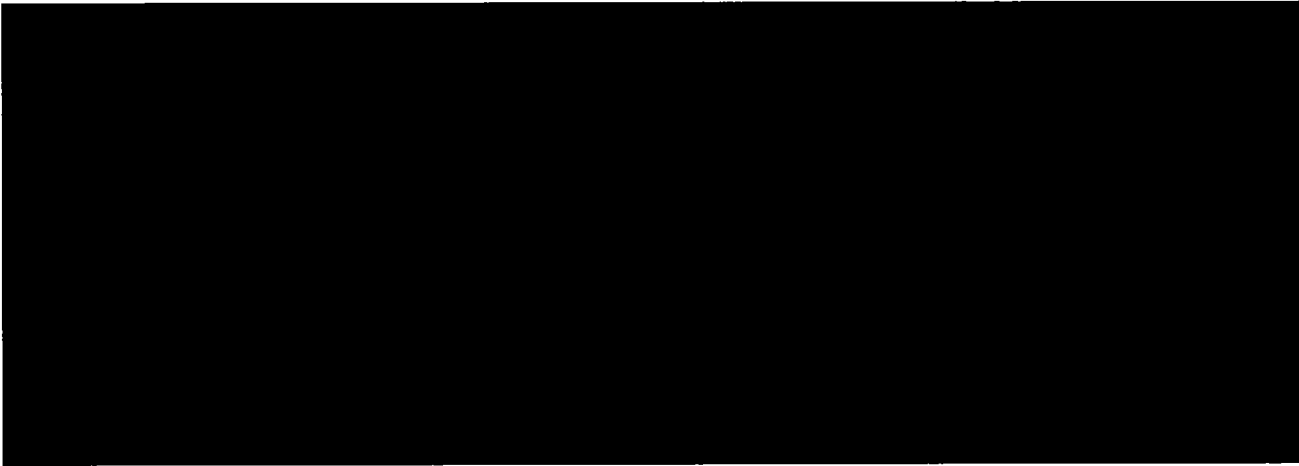
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From: Alston, Steve M@CDCR
To: [REDACTED]
Subject: FW: Thiopental Injection
Date: Thursday, September 30, 2010 11:18:02 AM
Attachments: [Master Service Agreement Template, 06.05.09.05.09.DOC](#)

I am scheduling a meeting for this afternoon to discuss....



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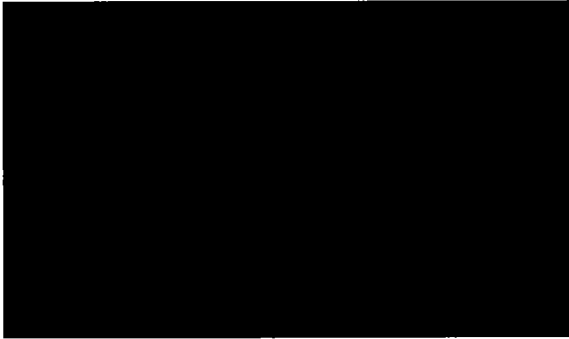
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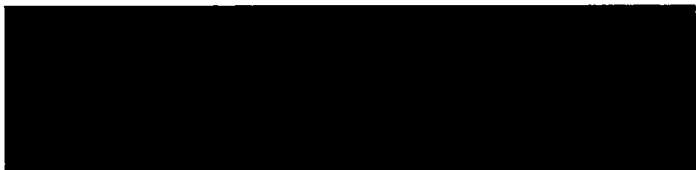
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Please let me know if you need further information.

Many thanks,

Kind regards





MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES

THIS MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES this M A is made and entered into as of the _____ day of _____ y and _____ et een _____ a n _____ ha ing its rinci al lace of business at _____ the lient and _____ an Indiana cor oration _____ ha ing its rinci al lace of usiness at _____ the Facility . As used in this M A the term Facility ill also include any additional facilities hich may e o erated y _____ in the future so long as such facilities meet the same uality standards as the Facility.

Preliminary Statements

WHEREAS _____ is in the usiness of ro iding iological harmaceutical and medical de ice su ort ser ices including ut not limited to storage and distri ution of ro ducts under controlled tem eratures the "er ices"

WHEREAS the lient shes to store certain of its ro ducts and su lies indi idually a ro duct and collecti ely the ro ducts at the Facility

WHEREAS this M A sets forth the general terms and conditions under hich _____ ill store the lient s ro ducts

NOW, THEREFORE in consideration of the co enants re resentations arranties and mutual agreements in this M A contained and other good and alua le consideration the recei t and sufficiency of hich are ackno ledged _____ and the lient agree as follo s

Terms and Conditions

Section 1. General Terms.

Section 1.1 Definitions. hen used herein the ca itali ed terms a o e shall ha e the meanings therein stated and the follo ing ca itali ed terms shall ha e the meaning ascri ed to them elo . Any ca itali ed term used ut not defined in this M A has the same meaning as used in the or any su se uent tatement of ork.

- a "lient arties" shall ha e the meaning ascri ed thereto in ection . . .
- b "onfidential Information" shall ha e the meaning ascri ed thereto in ection . . .
- c "Indemnitee" shall ha e the meaning ascri ed thereto in ection . . .
- d "Indemnitor" shall ha e the meaning ascri ed thereto in ection . . .
- e "Initial eriod" shall ha e the meaning ascri ed thereto in ection . . .
- f "ffer eriod" shall ha e the meaning ascri ed thereto in ection . a .
- g "ene al eriod" shall ha e the meaning ascri ed thereto in ection . . .
- h "_____ laims" shall ha e the meaning ascri ed thereto in ection . . .
- i "_____ arties" shall ha e the meaning ascri ed thereto in ection . . .

" " shall have the meaning ascribed thereto in Section . . .

“Statement of Work” shall have the meaning ascribed thereto in Section . . .

“Term” shall have the meaning ascribed thereto in Section . . .

Section 1.2 Relationship Between MSA and Statements of Work. [REDACTED] will store the products in accordance with the terms set forth in this MSA and a separate work order specific to a particular product or products each a statement of work. A statement of work may be modified from time to time by way of an amended or supplemental statement of work signed by both parties. The parties have contemporaneously executed a statement of work on the “_____” which is attached as hereto to this MSA. Additional future statements of work will be attached as hereto in consecutive order. In the event of any conflict or contradiction between the provisions of the [REDACTED] or any other statement of work and this MSA the [REDACTED] will control but to the maximum extent reasonably practicable each statement of work will be deemed to be a supplement to this MSA.

Section 1.3 Right to Store Goods. The client represents and warrants that the client is in the full possession and has full legal title to every product to be stored in the Facility or to be handled in any manner by [REDACTED] and has the right and authority to store them at the Facility and to engage [REDACTED] to perform the services. The client will provide [REDACTED] with information concerning the products which is accurate complete and sufficient to enable [REDACTED] to comply with all laws and regulations concerning the storage handling and transportation of the products including but not limited to any facts or circumstances that may make either the products the transportation of the products or the storage of the products in any way hazardous to health.

Section 1.4 Packaging and Labeling. To the extent that any statement of work provides that [REDACTED] will provide packaging and or labeling services for the client the client will deliver to [REDACTED] either a the applicable packaging materials and or labels or detailed instructions including label text and artwork for all packages and labels including all information required by applicable law to be included on the label of the applicable product and the client acknowledges that [REDACTED] will rely on the accuracy of such information without additional independent investigation.

Section 1.5 Domestic Distribution of Commercial Pharmaceutical Products. If applicable [REDACTED] will distribute pharmaceutical products within the continental United States in compliance with its FDA accreditation and license and in compliance with the various state licenses which it currently holds. If client requests distribution to states in which [REDACTED] does not currently hold a state license which permits them to do so then client must notify [REDACTED] of this request and give [REDACTED] reasonable time to secure that state license. [REDACTED] retains the right to refuse distribution to the given state if in its sole discretion it decides that the burden of securing the license outweighs the current business opportunity.

Section 2. Term/Termination.

Section 2.1 Term. This MSA will commence on the date set forth above and will have an initial term of three years the initial period and will automatically renew for additional one year periods each a renewal period at the end of the Initial period and each renewal period thereafter unless the client or [REDACTED] provides written notice to the other of its decision not to renew the MSA at least sixty days prior to the expiration of the Initial period or the then current renewal period. Notwithstanding the foregoing this MSA will continue until satisfaction of any obligations under any statement of work which is executed during the Initial period or any applicable renewal period. The period that this MSA is actually in effect in accordance with the provisions hereof is referred to in this MSA as the “Term”.

Section 2.2 Termination of this MSA for Breach. In the event of a material breach of this MSA or a statement of work by either party including but not limited to the client's failure to pay all charges as specified in this MSA by the due date the other party may terminate this MSA upon thirty days prior written notice to the reaching party provided that such breach is not cured as contemplated below. The notice will describe the material breach in reasonable detail. The receiving party will be entitled to cure the material breach during such thirty day period and if not cured this MSA and all statements of work will terminate effectively at the end of the thirty day period provided however all accrued rights and obligations including the client's obligations to pay any and all charges due hereunder with respect to the period prior to the termination date will survive the termination of this MSA and the statements of work until fully discharged.

Section 2.3 Termination of Statement of Work. A statement of work may be terminated by either party with or without cause upon ninety days prior written notice to the other party provided however all accrued rights and obligations including the client's obligations to pay any and all charges due thereunder with respect to the period prior to the termination date will survive the termination of the statement of work and this MSA until fully discharged. Termination of a statement of work will not terminate this MSA unless the terminating party is entitled to terminate this MSA in accordance with Section 2.2 and the party exercises such right in accordance with such section.

Section 3. Compensation.

Section 3.1 Terms of Payment. [REDACTED] will provide the client a monthly invoice setting forth all of the charges then due. Payment of the charges is due within thirty days of date of the invoice. In the event any charges are not paid when due a late payment fee equal to five percent of the charges then due will be assessed against the client. Any charges not paid within thirty days of the date of invoice will accrue interest at the maximum rate allowed by law in addition to the five percent late payment fee. The client will reimburse [REDACTED] for all costs [REDACTED] incurs including reasonable attorneys fees and collection costs in collecting amounts owed by the client.

Section 3.2 Offer Period.

The charges quoted on a statement of work will remain valid for a period of thirty days from the date the statement of work is signed by [REDACTED] the offer period. The client must indicate its acceptance of the quoted charges by signing and delivering the statement of work to [REDACTED] within the offer period. In the absence of written acceptance the act of tendering the product for storage or other services by [REDACTED] within the offer period will constitute acceptance by the client of the terms and conditions specified in the applicable statement of work.

If a product does not conform to the description on the applicable statement of work or if a product is tendered to [REDACTED] after the offer period or if a product is delivered to the Facility after the delivery date specified on the statement of work [REDACTED] may refuse to accept such product in its sole discretion. If [REDACTED] accepts such product the parties shall negotiate in good faith for the charges for handling such product consistent with the charges outlined in the statement of work.

Section 4. Risk of Loss.

Section 4.1 Risk of Loss. The client will bear the risk of any loss of or to any and all products at all times when the product is in the possession of [REDACTED] at the Facility or otherwise. [REDACTED] will not be liable for loss, delay or damage of any kind resulting from defects in containers or other storage media furnished by or on behalf of the client. Release of a product to a person in accordance with the instruction of a client representative will be considered delivery to the client and [REDACTED] responsibilities in respect of such product will cease upon such delivery.

Section 4.2 Limits on Liability. Notwithstanding anything in this M A or any statement of work to the contrary [REDACTED] total liability to the client and all "client parties" as defined below for damages arising out of or relating to this M A any statement of work any attachment to this M A or any other written agreement made pursuant to this M A regardless of the legal theory of the claim and including any claim for indemnification under Section [REDACTED] will not exceed and [REDACTED] will not be required to pay or reimburse the client or any other client parties for any amount in excess of the amount actually paid to [REDACTED] by client under this M A and the applicable statements of work with respect to the products which are included in the claim. The client's claim for a return of such amounts paid will be the client's exclusive remedy for any damages under this M A and the applicable statements of work. Notwithstanding anything in this M A any statement of work any attachment to this M A or any other written agreement made pursuant to this M A to the contrary in the event of a loss of product by client in which the loss is adjudged to be directly attributable to [REDACTED] gross negligence and or willful misconduct [REDACTED] damages to client will not exceed the limits of insurance coverages identified in Section [REDACTED] below. Notwithstanding anything in this M A any statement of work any attachment to this M A or any other written agreement made pursuant to this M A to the contrary under no circumstances will either party be entitled to a incidental indirect consequential or special damages or punitive or exemplary damages arising in connection with the default or breach of either party in the performance of any of its obligations under this M A or any statement of work. The parties expressly waive any right or claim to incidental indirect consequential special punitive or exemplary damages each may have or which may arise in the future in connection with any proceeding claim or controversy directly or indirectly involving this M A any statement of work or any of the services. Damages to the products shall be calculated on the basis of the replacement cost for the products.

Section 4.3 Insurance. Products are not insured by [REDACTED] against loss or injury however caused.

a. The client agrees to obtain at its own cost insurance coverage for each product and to provide [REDACTED] with evidence of such insurance upon request. The client agrees to maintain adequate commercial general liability limits such limits will not be less than [REDACTED] per occurrence and [REDACTED] in aggregate. Client also agrees to list [REDACTED] as additional insured on its policies and to provide [REDACTED] with thirty days written notice upon the cancellation of any insurance coverage.

[REDACTED] will at its own expense during the term of this M A maintain insurance as follows: i errors and omissions insurance in an amount not less than [REDACTED] of coverage ii comprehensive general liability insurance with a combined single limit for bodily injury and property damage liability of not less than [REDACTED] with respect to any one occurrence iii warehousemen general liability insurance in an amount not less than [REDACTED] and iv workers compensation and employers liability insurance as required by the state of Indiana carried under a co-employer contract.

Section 4.4 Environmental Costs. Where damage loss or injury occurs to stored products other than as a result of a material breach by [REDACTED] of its obligations hereunder which results in a release or a threatened release of product constituents in or at the Facility the client will be responsible for the cost of removing and disposing of such products and the cost of any environmental cleanup and site remediation resulting from the damage loss or injury to the products.

Section 4.5 Notice of Loss, Claim and Filing of Suit. The client will promptly give [REDACTED] notice of any loss of or damage to any product that the client alleges as caused in whole or in part by [REDACTED] claims against [REDACTED] by the client and any other persons claiming by or through the client must be presented in writing to [REDACTED] within a reasonable time and in no event longer than either sixty days after delivery of the product by [REDACTED] or sixty days after the client or the last known holder of a negotiable warehouse receipt is notified by [REDACTED] that damage loss or injury to part or all of the

products has occurred whichever time is shorter. No action may be maintained by the client or any third parties against [REDACTED] for damage loss or inury to stored products unless timely written notice has been given as provided in this section and unless such claim is commenced either within six months after date of delivery by [REDACTED] or within six months after the client or the last known holder of a negotiable warehouse receipt is notified that damage loss or inury to part or all of the product has occurred whichever time is shorter. When products have not been delivered notice may be given of known damage loss or inury to the products by mailing of a registered or certified letter to the client or to the last known holder of a negotiable warehouse receipt.

Section 4.6 Liability for Mis-Shipment. If [REDACTED] negligently misships any product [REDACTED] shall pay the reasonable transportation charges incurred to return the misshipped product to the Facility. [REDACTED] shall have no liability for damages due to the consignee's acceptance or use of the product whether such product is those of the client or a third party unless the client establishes such loss occurred because of [REDACTED] failure to exercise the care required of [REDACTED] under section 4.5 above.

Section 4.7 Representations and Warranties. [REDACTED] represents and warrants that all the services shall be performed in a professional manner by qualified competent personnel and in accordance with all applicable laws and in accordance with generally accepted industry standards applicable to such services. [REDACTED] obligations under this M A do not materially conflict with and shall not cause [REDACTED] to be in breach of any other agreement to which it is bound including but not limited to any lease for the Facility and [REDACTED] has or shall obtain all necessary government or regulatory authority permits for storage and handling of the product at the Facility.

Section 4.8 Client Representations and Warranties. Client represents and warrants that all client's obligations under this M A do not materially conflict with and shall not cause client to be in breach of any other agreement to which it is bound. Client has or shall obtain all necessary government or regulatory authority permits to own ship store and distribute the product and each undersigned person signing on behalf of any client that is a corporation limited liability company or other entity warrants and represents that i said person is fully employed and duly authorized to execute and deliver this M A for and on behalf of said client ii that said client has full capacity power and authority to enter into and carry out the obligations under this M A and iii that this M A has been duly authorized executed and delivered and constitutes a legal valid and binding obligation of the client.

Section 5. Confidentiality; Disclosure.

Section 5.1 Confidentiality. Each of [REDACTED] and the client agree not to disclose any proprietary and or confidential information directly or indirectly in whole or concerning [REDACTED] or the client collectively the Confidential Information which is furnished or disclosed by one party to the other party during the course of the performance of this M A or a statement of work. Confidential Information however does not include information which is generally available to the public other than through any act or omission by the non disclosing party and is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party. The receiving party can show as in its possession at the time of the disclosure and was not acquired directly or indirectly from the disclosing party or becomes available to the receiving party on a non confidential basis from a source other than the disclosing party provided it is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party. This obligation of confidentiality pursuant to the terms of this M A shall be in addition to and shall not supersede any other confidentiality agreements entered into between [REDACTED] and the client.

Section 5.2 Ownership of Confidential Information. Ownership of all right title and interest in each party's confidential information shall remain at all times with the disclosing party and nothing in this M A or a statement of work shall give any right title or interest in one party's confidential information to the other party.

Section 5.3 Non-Disclosure and Non-Use of Confidential Information. In furtherance of this M A and in order to assure adequate protection of other parties against the wrongful use or disclosure of the confidential information [REDACTED] and the client agree to hold all confidential information in strict confidence. Each party acknowledges that any use or attempted use of any confidential information or any disclosure of the confidential information to any third party would constitute immediate and irreparable harm to the disclosing party and would be of significant benefit to any competitor of the disclosing party. Each party will be deemed to have a fiduciary duty to protect all confidential information from improper disclosure or use. Except with the prior written consent of the disclosing party or as required by law, each party agrees not to directly or indirectly disclose or use or authorize any third party to disclose or use any confidential information for a an indefinite duration or in the event that a court of competent jurisdiction determines that an indefinite period is unreasonable for five years following the date hereof. The rights and remedies with respect thereto whether legal or equitable will remain in full force and effect during the period described in a or a o e as a lica le.

Section 6. Indemnification.

Section 6.1 Indemnification by Client. The client will indemnify defend and hold harmless [REDACTED] and its affiliated entities and all of [REDACTED] and such affiliates respective shareholders directors managers partners members officers employees subcontractors and agents collectively [REDACTED] parties from and against any and all liabilities o ligations penalties claims judgments demands actions disbursements of any kind and nature suits losses damages costs and expenses including but not limited to reasonable attorneys' fees arising out of or in connection with property damage or personal injury including but not limited to death of third parties collectively [REDACTED] claims which may be incurred by any of the [REDACTED] parties by reason of or arising out of a any person filing any lien against any property of [REDACTED] or any [REDACTED] claims in which the person claims payment from [REDACTED] for services rendered to the client any injury including but not limited to death to any person arising from the services rendered to client pursuant to this M A c any personal injury including but not limited to death or property damage caused by the gross negligence or willful misconduct acts or omissions of any employees agents or contractors of the client d any damages that [REDACTED] may incur as a direct or proximate result of the inaccuracy or incompleteness of the packaging or labeling or packaging or labeling information rendered to [REDACTED] under section . or the material reach of any representations warranties covenants agreements or o ligations of the client under this M A.

Section 6.2 Indemnification by [REDACTED] will indemnify defend and hold harmless the client and its affiliated entities and all of client's and such affiliates respective shareholders directors managers partners members officers employees subcontractors and agents collectively [REDACTED] client parties from and against any and all liabilities o ligations penalties claims judgments demands actions disbursements of any kind and nature suits losses damages costs and expenses including but not limited to reasonable attorneys' fees arising out of or in connection with property damage or personal injury including but not limited to death of third parties which may be incurred by the client parties by reason of or arising out of a any personal injury including but not limited to death or property damage caused by the gross negligence or willful misconduct acts or omissions of any employees agents or contractors of [REDACTED] and [REDACTED] the material reach of any representations warranties covenants agreements or o ligations of [REDACTED] under this M A.

Section 6.3 Indemnification Procedure. If any of the [REDACTED] parties or the client parties intends to seek indemnification pursuant to this section any such person seeking indemnification an Indemnitee the Indemnitee will promptly give notice to the party obligated to provide indemnification hereunder any such person from whom indemnification is sought an Indemnitor describing the claim in reasonable detail ro ided ho e er the failure to provide such notice will not affect the o ligations of the Indemnitor unless and only to the extent the Indemnitor is actually reduced. Within thirty days after receipt of such notice the Indemnitor will give notice to the Indemnitee whether the Indemnitor agrees to indemnify the Indemnitee and undertake conduct and control through counsel of its own choosing and at its own expense the settlement or defense of such claim ii to reserve its rights to

indemnify the Indemnitee and undertake conduct and control through counsel of its own choosing the settlement or defense of such claim or iii to affirmatively refuse to indemnify the Indemnitee. If the Indemnitor takes the actions described in subparagraph i or ii immediately after the Indemnitee will cooperate with it in connection therewith provided however that the Indemnitee may participate in such settlement or defense through counsel chosen by it provided further however that the fees and expenses of such counsel will be borne by the Indemnitee. The Indemnitor will not without the written consent of the Indemnitee settle or compromise any action if such settlement or consent will impose any obligations on the Indemnitee. If the Indemnitor fails to take the actions described in subparagraph i or ii immediately after the Indemnitee will have the right to contest settle or compromise any claim without the consent of the Indemnitor provided however that in such case the Indemnitee will not have any right to indemnity therefor pursuant to this M.A. In all events the Indemnitee and Indemnitor will cooperate fully in all aspects of any investigation defense pretrial activities trial compromise settlement or discharge of any claim in respect of which indemnity is sought hereunder including but not limited to providing the other party with reasonable access to employees and officers including witnesses and other information necessary for defense of the claim.

Section 7. Miscellaneous.

Section 7.1 Independent Status. [REDACTED] status will be that of an independent contractor and not that of a servant agent or employee of the Client. No employee of [REDACTED] will be regarded as an employee of the Client for any purpose including but not limited to tax and insurance matters. The Client is not responsible for the payment of employer related taxes which may be imposed with respect to any employees or agents of [REDACTED] including but not limited to FICA unemployment taxes state and federal income tax withholding payments.

Section 7.2 Non-Raiding. During the Term and for a period of one year after the expiration or termination of the Term both Client and [REDACTED] will not offer employment to employ or enter into a services arrangement as an independent contractor or otherwise with any person employed by the other party during the Term that is or was directly or indirectly involved in the performance of any of the services. The parties recognize that any breach of this section may cause irreparable injury to the goodwill and proprietary rights of either party inadequately compensable in monetary damages. Accordingly in addition to any other legal or equitable remedies that may be available to a party hereunder if the other party threatens to breach or reaches any provision of this section the parties agree that the non-breaching party will be entitled to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice preliminary injunction or permanent injunction against the breaching party to enforce this provision and to enjoin any violation or threatened violation of this provision. Either party will be required to post any bond or other security and will not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts.

Section 7.3 Counterparts. This M.A. may be executed in one or more counterparts including a facsimile counterpart with a printed acknowledgment of receipt received or an e-mail counterpart with a printed acknowledgment of receipt received each of which will be deemed to be an original but all of which together will constitute one and the same M.A. Only one counterpart signed by the party against which enforceability is sought needs to be produced to evidence the existence of this M.A.

Section 7.4 Severability. If a court of competent jurisdiction makes a final determination that any term or provision of this M.A. is invalid or unenforceable and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be effected has been exhausted the remaining terms and provisions will be unimpaired and the invalid or unenforceable term or provision will be deemed replaced by a term or provision that is valid and enforceable and that most closely approximates the intention of the parties with respect to the invalid or unenforceable term or provision as evidenced by the remaining valid and enforceable terms and conditions of this M.A.

Section 7.5 Assignment. either party may assign or delegate this M A without the express written consent of the other party except that either party may assign delegate or transfer this M A and all of its respective rights and obligations under this M A to any business entity that by sale merger consolidation or other device acquires all or substantially all of the assets of such party to which this M A relates provided that such assignee of the party shall be reasonably qualified to perform the covenants hereunder and shall have assumed in writing all of the assignor's obligations under this M A. Upon such assignment and notation as provided hereunder any such successor entity shall be deemed to be substituted for the assignor for all purposes of this M A.

Section 7.6 Modification. This M A may not be modified amended or waived in any manner except by an instrument in writing signed by all parties to this M A.

Section 7.7 Governing Law, Venue and Jurisdiction. The validity performance enforcement interpretation and any other aspect of this M A shall be governed by the laws of the state of Indiana notwithstanding the choice of law provisions of the venue here the action is brought here the violation occurred or here the client may be located. The client agrees and consents to the exclusive jurisdiction of any state or federal court located in Indiana Illinois Indiana and waives any defense of lack of personal jurisdiction or improper venue to a claim brought in such court except that [REDACTED] may elect at its sole discretion to litigate the action in the county or state where any breach by the client occurred or where the client can be found.

Section 7.8 Headings. The headings of the sections of this M A are inserted for convenience only and shall not be deemed to constitute part of this M A or to affect the construction of this M A.

Section 7.9 Force Majeure. [REDACTED] shall be relieved of its obligations under this M A if despite its reasonable effort to do so it is unable to perform its duties hereunder as a result of acts of God or fires terrorism or other enemies seizure under legal process strikes lockouts riots and civil commotions or any other reason beyond the control of [REDACTED]

Section 7.10 Offsets. The client waives any existing and future claims and offsets against payments due [REDACTED] hereunder and agrees to pay such amounts regardless of any offset or claim that may be asserted by the client or on the client's behalf.

Section 7.11 Binding Effect. This M A shall be binding upon and inure to the benefit of the parties hereto and any permitted successors or assigns thereof.

Section 7.12 Survival. The rights and obligations set forth in sections _____ and _____ inclusive shall survive termination or expiration of this M A.

Section 7.13 Waiver. The waiver by any party of compliance by any other party with any provision of this M A shall not operate or be construed as a waiver of any other provision of this M A whether or not similar or a continuing waiver or a waiver of any subsequent breach by a party of a provision of this M A. Performance by any party of any act not required of it under the terms and conditions of this M A shall not constitute a waiver of the limitations on its obligations under this M A and no performance shall estop that party from asserting those limitations as to any further or future performance of its obligations. The client acknowledges and agrees that every breach of this M A or any similar agreement entered into between [REDACTED] and a third party is unique. Therefore the failure of [REDACTED] to enforce the same similar or different restriction in a similar agreement or to seek a different remedy or any other act or omission by [REDACTED] shall not be construed as a waiver or estoppel to the enforcement of this M A against the client.

Section 7.14 Notices. All notices and other communications provided to any party hereto under this M A shall be in writing or by facsimile and addressed or delivered to such party at their addresses above. Any notice if mailed and properly addressed with postage prepaid shall be deemed given three business days after being sent any notice when transmitted by facsimile if sent during normal business hours of the recipient shall be deemed given on such day if receipt is confirmed and if not so confirmed then on the next business day any notice if delivered by hand or courier shall be deemed given when delivered to the address set forth thereon any notice when transmitted by confirmed electronic mail if sent during normal business hours of the recipient shall be deemed given on such day if receipt is confirmed and if not so confirmed then on the next business day and addressed as follows

a If to [REDACTED] to

[REDACTED]

If to the client to

Facsimile
Telephone
Attn

Any party may by giving written notice to the other parties change the address to which notice shall be sent.

Section 7.15 Interpretation. Both parties acknowledge and agree that the terms and conditions of this M A and any applicable statement of work shall supersede and control over any terms contained in any invoice or other documents exchanged or entered into between [REDACTED] and the client that contradict or conflict with any term in this M A or any [REDACTED] attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have signed this Master Service Agreement as of the day and year first above written by officials authorized to bind their respective organizations.

[REDACTED]

"CLIENT"

[REDACTED]

[CLIENT'S COMPANY NAME]

by

[REDACTED]

by

printed

Title

date

date