

A. Definitions.

1. “Affiliate(s)” means any legal entity that, directly or indirectly, (i) is owned and/or controlled by, (ii) owns and/or controls, or (iii) is under common ownership and/or control with, a Party.

2. “Applicable Laws” means all applicable federal, state, and local statutes, laws (including the common law), ordinances, rules, codes, and regulations governing Service Provider, the Services and the Facilities, including those of applicable regulatory bodies, governmental agencies, tribunals, instrumentalities, or any subdivisions thereof or other applicable entities exercising executive, legislative, judicial, taxing, regulatory or administrative powers of or pertaining to government including, without limitation, the U.S. Foreign Corrupt Practices Act, U.S. import and export control laws, local anti-corruption laws, laws prohibiting the payment of commercial or private bribes, and any other applicable anti-corruption laws.

3. “EFM Indemnified Parties” means (i) EFM and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns, and (ii) any other person or entity that EFM is required to defend, indemnify, and hold harmless in connection with Service Provider’s performance of the Services, including, but not limited to, the Client.

4. “Client” means any entity with whom EFM has contracted to provide the

5. “Client Data” means all data and information, in any form, provided or made available to Service Provider by or on behalf of Client or its Affiliates or otherwise obtained or created by Service Provider for or on behalf of Client or its Affiliates, including (i) all data and information obtained, developed or produced by Service Provider specifically for the benefit of Client in connection with this Agreement, (ii) all Client data and information to which Service Provider has access in connection with this Agreement, (iii) all reports provided to EFM or Client by Service Provider pursuant to this Agreement, and (iv) all data and information derived from Client data and information provided or made available to Service Provider by or on behalf of Client or its Affiliates.

6. “Confidential Information” means any information of EFM or Client that is not generally known to the public and at the time of disclosure is identified, or would reasonably be understood by the Service Provider, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the Service Provider (or its subcontractors or agents) observes or learns in connection with this Agreement. Confidential Information includes, but is not limited to: (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) materials, product and service specifications; (f) manufacturing, purchasing, logistics, sales and marketing information; and (g) the terms and conditions of this Agreement. Confidential Information also includes Personal Information and Client Data

7. “Facilities” means the real property and buildings, listed in Exhibit 1, as such may be amended from time to time in accordance with this Agreement.

8. “Hazardous Materials” means any material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” or similar pollutant or contaminant under any regulation or Applicable Laws.

9. “KPIs” means those certain Key Performance Indicators or Service Levels, if any, set forth in Exhibit 2.

10. “Personal Information” means (i) any “non-public personal information” under the Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute to such Act, and the rules and regulations thereunder; (ii) is defined as “personal data” under the European Commission Data Protection Directive (95/46/EC) or Data Protection Act 1998 or any implementing or related legislation of any member state in the European Economic Area (if applicable); or (iii) any information deemed to be protected health information” as such term is the defined in 45 CFR § 160.103, as amended; or (iv) alone or in combination with other information, can be used to identify a specific, identifiable individual person. Personal Information includes, but is not limited to, individual names, signatures, social security numbers, telephone numbers, home addresses, health information, driver’s license numbers, account numbers and other account information, email addresses, vehicle registration numbers, credit reports, demographic information, financial and other personal data, transaction information, and lists of individual customers, employees or investors.

11. “Service Provider Personnel” means: (a) the officers, employees, suppliers, subcontractors and agents of Service Provider; and (b) the officers, employees, and agents of Service Provider’s suppliers or subcontractors.

12. “Services” means the goods or services provided by Service Provider purchased by EFM under this Agreement as set forth in Exhibit 3, including all related deliverables and all labor, tools, materials, equipment, and transportation necessary to complete the Services and including the completion of such Services. The term Services will include, where the Services contemplate, delivery of a system or works, such system or works and any goods, components or materials supplied in connection with the Services.

13. “Taxes” means any and all sales, use, excise, value-added, goods and services, consumption, withholding and other similar taxes and duties that are imposed by law in connection with: (i) the provision of the Services as a whole; (ii) the provision of any particular Service; and (iii) any equipment, materials or other resources provided or used in connection with the Services.

14. “Work Order” means any written document, including a purchase order, issued by EFM authorizing Service Provider to initiate performance of the Services identified in this Agreement as set forth in Exhibit 7

C. **Services.**

1. **Provision of Services.** Service Provider shall perform the Services in accordance with the standards and methods identified in this Agreement, or, if none are specified, with the methods generally employed in the performance of the Services or as may be specified by EFM from time to time. At all times, Service Provider shall be solely responsible, at its sole cost and expense, for providing the equipment, personnel, and all other resources necessary to provide or perform the Services. If any services, functions, or responsibilities not specifically described herein are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of Services to the same extent and in the same manner as if specifically described herein. All Services shall be performed with the degree of care, skill, diligence, professional knowledge, judgment, and expertise consistent with the applicable work practices and the highest professional industry standards in accordance with the requirements and specifications set forth in this Agreement. Further, in performing under any Work Order issued pursuant to this Agreement, and without limiting its other obligations hereunder, the Service Provider shall perform the Services so as to achieve those KPIs set forth in such Work Order.

2. **No Exclusivity.** Service Provider understands and agrees that EFM does not guarantee any volume of Services or minimum or maximum number of Work Orders that may be issued to Service Provider for Services under this Agreement and EFM retains the right to enter into service agreements for similar services with any other service providers.

3. **Inspection of Services.** The Services and Service Provider's performance of the Services are subject to examination, inspection, and testing by EFM at all reasonable times and places. If the Services are found to be defective or non-conforming, Service Provider shall immediately take action to remedy the defective or non-conforming Services in a timely manner and Service Provider shall reimburse EFM for all expenses incurred in connection with such examination, inspection, and testing.

4. **Continuous Improvement of Services.** Generally, and as part of the Services, Service Provider commits to continuously and incrementally improving its performance of the Services provided under the Agreement consistent with developments in the market for services similar in scope, scale, and geographic coverage. Except as expressly directed otherwise by Client in writing, Service Provider will also maintain a level of technology and currency associated with the Services that is at least current with the then current level of technology: (i) that Service Provider utilizes for its other customers; and (ii) generally accepted in the industry and compatible with commercially available and supported technologies; provided that if changes require additional costs or resources, the Parties will discuss in good faith and mutually agree upon any change through the Change Process of this Agreement.

D. Change Process. EFM may, at any time during the progress of the Services, require additions, deductions or deviations (each individually referred to as a "Change") in the Services which must (i) be in writing, (ii) include any agreed upon price or schedule changes, and (iii) be signed by an authorized representative of each Party ("Change Notice"). Service Provider shall not make Changes to Services or products or Changes to the processes or materials used to provide the Services to EFM without prior written approval of EFM. Service Provider shall provide EFM with a prior written request before implementing any Change covered by this Section ("Change Request"). All Change Requests from Service Provider shall provide full details of the proposed Changes. Service Provider shall provide EFM the Change Notice at least two (2) months prior to the implementation date of any proposed change. If EFM provides written acceptance in a Change Notice, Service Provider may make the requested Change(s). If EFM rejects the Change Request or does not provide written acceptance within thirty (30) days of receipt of the Change Request, Service Provider shall not implement the Change. If Service Provider does not follow EFM's foregoing Change Process, Service Provider is responsible for all direct and indirect consequences, including, without limitation, all costs, damages, penalties, losses and expenses incurred by Service Provider, EFM and/or Client.