

MASTER SERVICES AGREEMENT
ICS Solutions, Inc.

Last Modified: May 15, 2025

This MASTER SERVICES AGREEMENT, including all Statements of Work which by this reference is incorporated herein (this “Agreement”), is a binding agreement between ICS Solutions, Inc., an Illinois corporation (“ICS”), and the client set forth on the Statement of Work (“Client”).

Client represents their acceptance to this Agreement by entering into a Statement of Work with ICS. Client agrees to be bound by this Agreement as of the Effective Date. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to ICS that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Client,” “You,” or “Your” herein refers to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services. Client and ICS shall each be referred to as a “Party” and collectively referred to as the “Parties” for purposes of this Agreement.

The purpose of this Agreement is to establish the terms and conditions under which Client may purchase ICS’s Services as described in a Statement of Work or other document signed or agreed to by the Client. In the event of any inconsistency or conflict between the terms of the this Agreement and the terms of any Service Statement of Work, the terms of the Statement of Work shall control.

WHEREAS, ICS has the capability and capacity to provide certain IT consulting and website and custom application development services; and

WHEREAS, Client desires to retain ICS to provide such services, and ICS is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) “Deliverable” means a specific, unique deliverable developed for Client by ICS under this Agreement.
- (b) “Effective Date” means the start date for the provision of Services as set forth in a Statement of Work.

2. ICS Obligations

(a) ICS shall provide to Client the services (the “Services”) set out in one or more statements of work to be issued by ICS and accepted by Client (each, a “Statement of Work”). Client has thirty (30) days to accept an issued Statement of Work. Beyond this time, availability and pricing cannot be guaranteed. The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by ICS and Client.

(b) ICS shall use commercially reasonable efforts to perform and promptly complete the Services and deliver the Deliverables according to the applicable Statement of Work. However, the parties acknowledge that the timeline for completing the Services and performance of the deliverables set forth in each Statement of Work is a non-binding estimate and ICS shall not be liable for any delay of performance.

(c) ICS may provide services to Client on a “one-off” or emergency basis that are not included in any Statement of Work, such services being “Supplemental Services.” ICS will notify client of the fees associated with the Supplemental Services and obtain Client’s approval prior to providing the Supplemental Services. ICS has the sole discretion to determine if services requested by Client are to be treated as Supplemental Services or will require a new Statement of

Work to be executed. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied.

3. Client Obligations

(a) Client shall use commercially reasonable efforts to perform and promptly complete its responsibilities as stated in the applicable Statement of Work and to facilitate the performance of the Services by ICS. Client shall provide ICS with access to Client’s premises, employees, contractors, products, information, systems and equipment as required to enable ICS to provide the Services. Client assumes all responsibility for any information and/or specifications it provides to ICS regarding the Services or Deliverables and agrees that ICS may rely on such information and/or specifications without independent verification.

(b) Client shall ensure that all data and system backups are performed and in good working order prior to ICS providing Services. ICS will not be liable for system failures while working on Client’s equipment that result in lost data or data integrity.

(c) Upon the delivery of the Deliverables under a Statement of Work, Client shall promptly examine the Deliverables and the same will be deemed accepted by Client five (5) business days after delivery (the “Acceptance Period”), unless Client provides ICS with written notice during the Acceptance Period of any material defects in the Deliverables which prevent the Deliverables from substantially conforming to the specifications within the Statement of Work. Client assumes full responsibility for (i) final review, testing and approval of all Deliverables, and (ii) any product, process or service based in whole or part on a Deliverable. ICS will not be responsible for any errors in key numbers or the accuracy of content displayed on ICS built websites.

4. Fees, Invoicing and Payment

(a) In consideration of the provision of the Services by ICS, Client shall pay the fees set forth in the applicable Statement of Work. Special rates may apply for services requested outside of normal business hours or on holidays. Minimum time billed on any invoice is one (1) hour. Shipping costs for hardware purchases may be invoiced separately. Payment to ICS of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services.

(b) All Services covered by a Statement of Work require a deposit be paid to ICS by the Client prior to ICS beginning work. All deposits are non-refundable.

(c) Client shall reimburse ICS for all costs and expenses incurred by ICS during the performance of the Services in accordance with the terms of the applicable Statement of Work within thirty (30) days of receipt by Client of an invoice from ICS. Such costs and expenses may include incremental third-party service fees, travel expenses, lodging, meals and other out-of-pocket costs incurred by ICS while performing the Services, or otherwise incurred on Client’s behalf.

(d) Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent ICS is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse ICS in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, ICS’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

(e) Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the lesser of (i) the rate of 1.5% per month and (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse ICS for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.

(f) In addition to all other remedies available under this Agreement or at law (which ICS does not waive by the exercise of any rights hereunder), ICS shall be entitled to suspend the provision of any Services if Client fails to pay any

amount when due hereunder and such failure continues for ten (10) business days following written notice thereof. Any Client website hosted by ICS will be automatically suspended if Client is sixty (60) days past-due on an invoice. In order to bring the website back online, Client will have to pay all past-due fees and a reactivation fee.

5. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Deliverables and other materials that are delivered to Client under this Agreement or prepared by or on behalf of ICS in the course of performing the Services shall be owned by ICS, except for any Confidential Information of Client or materials provided by Client (including Client trademarks). Employees designated by ICS will be given authorship credit of such Intellectual Property Rights. ICS hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, transferable, sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services. Client hereby grants ICS a license to use Client's name and logo free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis for the purposes set forth in Section 6(e).

(b) If ICS provides website development Services for Client, ICS may incorporate its proprietary web modules, custom applications, code and similar items ("ICS Background IP") into the Deliverable. Any such incorporated ICS Background IP are licensed to Client on a non-exclusive basis. Upon termination of this Agreement, Client may transfer the ICS Background IP to a new host solely for use within the context of the ICS built website. Under no circumstances will source code for the ICS Background IP be provided or sold to Client or any other third-party. Reproduction of the ICS Background IP is prohibited under this Agreement. Client agrees that it will not: (i) misappropriate any part of the ICS Background IP or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of the ICS Background IP; (ii) damage or tamper with any part of the ICS Background IP or ICS's servers or systems; (iii) breach or attempt to breach any ICS security measures; or (iv) access the ICS Background IP or ICS hosting services to (A) build a competitive product or service or (B) copy any ideas, features, functions or graphics embodied in the ICS Background IP.

(c) Any improvements, enhancements or modifications suggested or requested by Client to the Services provided shall be automatically assigned to or otherwise owned by ICS.

6. Confidential Information

(a) From time to time during this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. "Confidential Information" means any information, data, or know-how disclosed by one party to the other, which, if in written, graphic, machine readable or other tangible forms, is marked by the Disclosing Party as "Confidential" or "Proprietary," or which, if disclosed orally or by demonstration, (i) is identified by the Disclosing Party at the time of initial disclosure as confidential, (ii) the Disclosing Party reduces such identification to writing delivered to the Receiving Party within thirty (30) days of such disclosure, or (iii) a reasonable party would consider the information as confidential; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the

Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement and who have previously agreed in writing, as a condition of employment or otherwise, to protect the Confidential Information.

(b) If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. If a protective order is not obtained, such Receiving Party shall disclose only that portion of the Confidential Information which such Receiving Party's counsel advises is legally required to be disclosed.

(c) The Disclosing Party acknowledges that the Receiving Party's review of Confidential Information will inevitably enhance the Receiving Party's knowledge and understanding of the business of the Disclosing Party in a way that cannot be separated from the Receiving Party's other knowledge and the Disclosing Party agrees that this Agreement shall not restrict the Receiving Party in connection with its consideration of, and decisions related to other projects and investments in such industries. Subject to the Receiving Party's compliance with the confidentiality obligations herein, nothing in this Agreement shall prohibit the Receiving Party from evaluating or entering into any business relationship with a company whose business is similar to or competitive with the business of the Disclosing Party.

(d) Any public disclosure regarding particular projects or this Agreement must be mutually agreed upon by both parties, including the timing of any press releases and other such announcements to third parties.

(e) Notwithstanding the foregoing, ICS may acknowledge (i) that Client is or has been a client of ICS, (ii) the type of Services rendered to Client, (iii) Client feedback, and (iv) the impact of the Services on Client's business and may use Client's name and principal logo for these purposes on its website, in advertisements, brochures, client presentations, case studies, testimonials, proposals and in other marketing materials without Client's prior approval.

7. Term and Termination

(a) This Agreement shall be effective as of the Effective Date and shall continue until the completion of the Services under all Statements of Work and, after such completion, written notice from either party, unless terminated earlier according to the provisions of this Section 7.

(b) Either party may terminate this Agreement upon written notice to the other party (the "Defaulting Party") if the Defaulting Party: (i) breaches any material term or condition of this Agreement and, assuming such default is capable of cure, fails to cure such default within thirty (30) days after written notice specifying the default, (ii) becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors, (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing, (iv) is dissolved or liquidated or takes any corporate action for such purpose, (v) makes a general assignment for the benefit of creditors, or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) The parties may terminate this Agreement at any time upon their mutual written agreement.

(d) Notwithstanding anything to the contrary in Section 7(b), ICS may terminate this Agreement upon written notice to Client if Client fails to pay any amount when due hereunder and such failure continues for ten (10) business days after Client's receipt of written notice of nonpayment.

(e) The rights and obligations of the parties set forth in this 7, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

(f) Upon termination of this Agreement for any reason, Client shall pay ICS (i) any amounts previously invoiced and (ii) and fees, costs and expenses associated with ICS's winding up of the Services which may occur during the fifteen (15) day period following the date of notice of termination.

8. Website Development and Hosting

(a) If ICS provides website development services for Client, all text and graphics to be displayed on the ICS-developed website are subject to ICS approval. ICS reserves the right to decline any inappropriate text or graphics from being included in the ICS-developed website.

(b) Client shall post on such website a privacy policy that is in compliance with all applicable laws, rules and regulations and that adequately sets forth Client's use of data in its possession or control;

(c) ICS-developed websites will not be launched until Client has paid in full for its development. Final payment for website development is due upon Beta presentation.

(d) Upon the termination of an ICS-developed or ICS-hosted website, ICS has no responsibility for the electronic data. If an ICS-developed or ICS-hosted website is suspended as set forth in Section 4(f), ICS has no responsibility for the electronic data contained within the suspended website.

(e) Backups of ICS-developed and ICS-hosted websites occur daily, with each backup being retained by ICS for thirty (30) days. ICS is not responsible for any loss of data that occurs after a backup has been performed. Client is encouraged to keep a copy of website data off-site.

9. Exclusive Warranty

(a) ICS warrants that it shall perform the Services:

- i. in accordance with the terms and subject to the conditions set out in the applicable Statement of Work and this Agreement;
- ii. using commercially reasonable skill, experience, and qualifications; and
- iii. in a timely, workmanlike, and professional manner without any performance guarantee of services rendered.

(b) ICS's sole and exclusive liability and Client's sole and exclusive remedy for breach of the warranty set forth in Section 9(a) shall be as follows:

i. ICS shall use commercially reasonable efforts to promptly cure any such breach; provided, that if ICS cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 7(b).

ii. In the event the Agreement is terminated pursuant to Section 9(b)i above, ICS shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client during the month prior to the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within fifteen (15) days after delivery of such Service or Deliverable to Client.

(c) ICS MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 9(a), ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

10. Limitation of Liability

(a) IN NO EVENT SHALL ICS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL ICS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ICS PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by ICS shall be under its own control, Client being interested only in the results thereof. ICS shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12. Non-Solicitation. Client agrees not to solicit, hire or contract with any employee or contractor engaged by ICS for at least twelve (12) months after expiration or termination of this Agreement without ICS's written permission, nor will Client attempt to cause any employee, contractor or customer to end their relationship with ICS.

13. Client Representations and Warranties.

(a) Client represents and warrants that:

i. Client will not utilize ICS's services provided hereunder or any website hosted for Client by ICS to engage in tortious or illegal activities, including, without limitation, the dissemination, storage, or display of pornography, defamatory material, computer viruses or other harmful software, or any other materials that misappropriate or infringe upon any third party's intellectual, proprietary, or other property rights;

ii. Client will abide by all laws, rules, regulations and self-regulatory principles that apply to it;

iii. Client owns or has permission to use, store, transmit and display all materials on any website hosted by ICS for Client.

iv. Client has the right and authority to enter into this Agreement and to provide the materials and information provided hereunder, and

v. ICS may rely upon the information and materials of Client without further verification.

(b) If ICS reasonably believes that Client is breaching any of these warranties, ICS may remove or disable access to all or any portion of the website without notice to Client and may terminate this Agreement for cause. This Section 13 shall survive termination or expiration of this Agreement.

14. Indemnity.

(a) Subject to Section 10, ICS agrees that it will indemnify and hold Client harmless from, against and in respect of any and all losses, liabilities, damages, fees, and costs and expenses (collectively, “**Losses**”) arising out of, resulting from or in connection with any acts or omissions of its employees which constitute gross negligence, fraud, or intentional misconduct.

(b) Client agrees that it will indemnify and hold ICS and its employees, officers, directors, members, managers, agents, and subcontractors harmless from, against and in respect of any and all Losses arising out of, resulting from or in connection with (i) use by Client or a third party of the Services or Deliverables, including but not limited to circumstances where a third party alleges that it has been damaged by a defect in a Deliverable, and (ii) the material breach by Client of any of its representations or warranties hereunder. Client agrees that it shall not settle or take any action with respect to any Losses without ISC’s written consent. ICS may participate in the defense of any Losses though counsel of its choosing.

(c) This Section 14 shall survive the expiration or termination of this Agreement.

15. Data Privacy & Protection.

(a) ICS agrees that any electronic data or personal information submitted by Client to ICS as a part of the Service (“**Client Data**”) remains the property of Client and/or its end-user or other third party. Provider agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

(b) Client agrees not to provide any consumer or other third-party data subject to privacy regulation under international, federal, state, or local laws (“**Regulated Data**”) to ICS including but not limited to HIPAA, GLBA, GDPR, the California Consumer Privacy Act (“**CCPA**”), etc. without first entering into an appropriate Order with ICS that specifically references the Regulated Data and the law to which the Client Data is subject.

16. General Provisions

(a) Force Majeure. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

(b) Choice of Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Except for actions based upon the nonpayment of money, or suit to compel compliance with this dispute resolution process, the parties agree to use the dispute resolution procedures in this Section 16(b) for any controversy or claim arising out of or relating to this Agreement. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement. The parties will promptly meet and confer with the goal of settling such dispute. Client agrees that any legal action in connection with this Agreement will be brought only in the state and federal courts located in the State of Illinois, the parties submit to the personal jurisdiction of such courts, and Client waives any right to seek a change of venue to any other court.

(c) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Severability. In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(e) Assignability. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ICS. Any purported assignment or delegation in violation of this Section 16(e) shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. ICS may assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without Client's consent.

(f) No Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(g) Entire Agreement. This Agreement will constitute the entire agreement between ICS and Client with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements concerning such subject matter and will apply exclusively, notwithstanding any terms and conditions in Client's purchase orders, in any other documents submitted to ICS by Client, or in any other agreement not approved by both parties. This Agreement may be modified only by a written amendment signed by the authorized representatives of both parties.

(h) Notice. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth on the signature page hereto. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section 16(h).

