

## Master Services Agreement

This Master Services Agreement, including the above engagement letter, the exhibits and any executed Statement of Work ("SOW"), (collectively, the "Agreement") is entered into and effective as of December 1, 2023 (Effective Date) between City of Lexington, Kentucky ("you" or "Client") with its principal place of business located at 200 E Main St Lexington, KY 40507 and Interpersonal Frequency LLC ("Interpersonal Frequency" or "IF"), a Virginia limited liability company with its mailing address at PO Box 51, McLean, Virginia 22101 (each a "Party" and collectively the "Parties").

Whereas

### 1. Services

1.1. Services. Interpersonal Frequency shall provide such services to Client as set forth in a statement of work executed by an authorized representative of both parties (once so executed, a "SOW") (the "Services"). For clarity, "Services" are specific to a given SOW. The initial SOW between the parties, if any, is attached hereto as Exhibit A to this Agreement. Each SOW shall be deemed incorporated into this Agreement by reference. All Services shall be performed in accordance with the terms and conditions of the body of this Agreement and the applicable SOW. In the event of a conflict between the body of this Agreement and the terms of a given SOW, the terms of such SOW shall govern with respect to such SOW. Any change in the scope of Services of a given SOW shall be agreed upon in writing by the Parties. Interpersonal Frequency shall have no obligation to perform any services, including in connection with any requested change, until the Parties have expressly agreed in writing on all relevant terms, including any change on Interpersonal Frequency's fees. Client agrees that Interpersonal Frequency's performance is contingent upon Client's timely and effective performance of its responsibilities, decisions and approvals. Interpersonal Frequency may rely on all decisions and approvals of representatives of Client.

### 2. Term and Termination

2.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2027, unless earlier terminated under Section 2.2 below ("Term"). Except as otherwise specified in Exhibit A or an applicable Statement of Work, each Term shall automatically renew for the same duration as the initial Term, subject to any applicable increase in Fees, unless either party gives the other notice of non-renewal at least 30 days prior to the end of the expiring Term. The term of each SOW shall be governed by such SOW. "Termination Date" shall refer to the final day this Agreement or the applicable SOW remain in effect.

2.2. Termination for Convenience. Either party may terminate this Agreement for convenience without cause upon giving the other party thirty (30) days prior written notice. Such termination for convenience of this Agreement shall automatically terminate any pending SOW as of the end of such notice period unless the SOW expressly (i) states that the termination of this Agreement shall not terminate the SOW; and (ii) provides a different termination date for the SOW. In such case, this Agreement shall remain in effect solely as to such SOW(s) so long as it remains in effect. In addition, either party may terminate any SOW for convenience without cause (and without terminating this Agreement) upon giving the other party thirty (30) days prior written notice.

2.3. Termination for Cause, Insolvency. Either Party may terminate this Agreement, or any individual SOW: (a) for a material breach of this Agreement or any SOW (including Client's failure to pay any amount due), that is not cured (if curable) within thirty (30) days after its receipt of written notice of such

breach; (b) immediately upon written notice in the event the event of conduct of the other Party that is illegal, unethical or damaging to the reputation and good name of the terminating party; or (c) immediately if the other party: (i) terminates its business activities or becomes insolvent; (ii) admits in writing to the inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; or (iv) becomes subject to direct control of a trustee, receiver or similar authority. The termination of the Agreement under this Section 2.3 shall automatically terminate all SOWs, even if such SOW provides otherwise in accordance with Section 2.2. For clarity, the terminating Party may choose to terminate one or more SOWs, but not this Agreement, pursuant to this Section 2.3.

**2.4. Obligations During Notice Period.** In the event of any notice of termination for convenience of an SOW pursuant to Section 2.2, or notice of breach with opportunity to cure under Section 2.3, both Parties shall continue to perform their obligations during such thirty (30) day notice period, unless the Parties expressly agree in writing otherwise. Client shall pay all fees as they come due and reimburse all Interpersonal Frequency expenses Interpersonal Frequency is otherwise entitled to reimbursement under the terms of this Agreement or the applicable SOW.

**2.5. Obligations Upon Termination.** Following the termination (i.e., the Termination Date) of a given SOW (or the entire Agreement and all SOWs subject to Section 2.2), by either Party for any reason, Interpersonal Frequency and will have no further obligation to provide any Services to Client under the terminated SOW(s). The Client will immediately pay Interpersonal Frequency all fees due, and expenses incurred, prior to the Termination Date of such SOW(s). Interpersonal Frequency shall be entitled to retain or recover any Deliverables (defined below) until such payment is made. This right shall be in addition to any other remedies it may have at law or in equity. In addition, following any such termination, or any prior time at the disclosing Party's request, the receiving Party shall promptly return, at its own expense, all data, materials, documents, Confidential Information and other property of the other Party held by it and shall not retain any copies thereof; provided, Interpersonal Frequency may retain a copy of such documents and information for its internal administrative and/or recordkeeping purposes.

### **3. Fees and Payment**

**3.1 Fees and Expenses.** Interpersonal Frequency's fees for the Services shall be set forth in the applicable SOW. Generally, a given SOW will provide that fees are based on: (i) milestones and an estimate of the total hours of work required to achieve such milestones; (ii) hours worked based on the billing rates of IF personnel; (iii) a specified period Services, e.g., a monthly, quarterly or annual fee, or (iv) on such other agreed basis set forth in the SOW. Hourly billing rates, including blended rates, shall be subject to change by Interpersonal Frequency, but no earlier than the one-year anniversary of the effective date of the SOW and annually thereafter. In addition to the fees for Services, the Client will also reimburse Interpersonal Frequency for its actual, reasonable out-of-pocket expenses incurred in performing the Services. Interpersonal Frequency will provide Client reasonably supporting documentation upon Client's request.

**3.2 Invoicing and Payment.** Interpersonal Frequency will invoice Client for Services rendered and expenses incurred. The timing of invoices will generally depend on the basis of the fees in the applicable SOW. In the case of hourly fees, Interpersonal Frequency will generally (but not necessarily) provide invoices monthly. Payment of each invoice will be due 30 days from the date of the invoice. Invoices submitted by Interpersonal Frequency to Client are deemed accepted and approved unless disputed by Client within thirty (30) calendar days of Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client agrees to fully pay the undisputed portion of the invoice. Interpersonal Frequency's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor constitute an accord and satisfaction. If Client fails to pay an invoice when due, Interpersonal Frequency may suspend performance of the Services under such SOW and if such non-payment continues, terminate the SOW and/or this Agreement.

3.3 Estimates. Unless expressly stated to be “fixed” in the SOW, all fees are estimates. This includes milestone fees and any statement of total fees for an SOW or any portion of an SOW. Fees that are determined by month, quarter or year, without reference to hours worked, shall be treated as fixed fees, not estimates, if the SOW expressly so provides that such fees are “fixed.”

3.4 Taxes. Unless otherwise exempt from payment of taxes, Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any tax based on Interpersonal Frequency’s net income) assessed on the Services and/or work product and/or deliverables produced under any SOW, including taxes any government agency assesses on tangible personal property acquired by Interpersonal Frequency for use by Client.

#### **4. Ownership Rights; License; Restrictions; Non-Exclusive.**

##### **4.1. Ownership Rights.**

Interpersonal Frequency uses, and has used, software, software-related components and other materials that is "open source" code ("Open Source Software"). Such Open Source Software is subject to the terms and conditions of one or more open source end-user, license or other such agreements (“Open Source Agreements”). Client’s use of the Services, and all of Client’s rights under this Agreement, are subject to such Open Source Agreements. Nothing in this Agreement limits Client’s rights or obligations under, nor grants Client any rights that supersede or are inconsistent with the terms and conditions of any Open Source Agreement (this paragraph, the “Open Source Provisions”). In the event of a conflict between these Open Source Provisions and any other provision of this Agreement or any SOW, the Open Source Provisions shall prevail.

As between the parties, Client shall own all right, title and interest in Client’s pre-existing materials or data that are provided by Client to Interpersonal Frequency pursuant to an SOW. Similarly, as between the parties, and subject to the Open Source Provisions, Client shall own all right, title and interest in the original components of any work product created by Interpersonal Frequency pursuant to at Client’s request set forth in the SOW and delivered by Interpersonal Frequency to Client pursuant to such SOW (“Deliverables”).

As between the parties, and subject to the Open Source Provisions, Interpersonal Frequency and its licensors will retain exclusive ownership of the following (collectively “Interpersonal Frequency Materials”): (i) all pre-existing works, inventions, technology, data, materials, documents or templates of Interpersonal Frequency, including but not limited to those incorporated or used in association with the design and development of any Deliverable; (ii) any works created by Interpersonal Frequency pursuant to its performance of the Services, including, but not limited to, any proposed, draft, or preparatory materials, that are not incorporated into the Deliverables; and (iii) all (a) derivatives, improvements, enhancements or extensions of Interpersonal Frequency Materials, and (b) all ideas, concepts, know-how, and techniques, that Interpersonal Frequency may use, conceive of or first reduce to practice in connection with the Services that are not uniquely applicable to Client.

Upon payment of all fees due for the Services, Interpersonal Frequency will grant to Client a non-exclusive, non-transferable, revocable, royalty-free and paid-up license to use Interpersonal Frequency Materials as incorporated in the Deliverables for the intended purposes of such Deliverables. The City of Lexington will own their website codebase, database, and assets.

4.2. All Rights Reserved. Interpersonal Frequency reserves all rights not expressly granted in this Agreement, and no rights are granted to Client under this Agreement except as expressly set forth in Section 4.1 above.

4.3. Restrictions. Client shall not, nor allow any of its employees, contractors or agents, to: (a) make the Services or available to any third party ; (b) sell, resell, rent, lease, modify, translate or create derivative works of any part of the Services; (c) decompile, reverse engineer or reverse assemble any portion of the Services; or (d) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

4.4. Non-Exclusive. This Agreement shall not limit Interpersonal Frequency's ability to provide to other clients services, or developing materials, that are competitive with those developed or provided to Client under this Agreement, regardless of any similarity between such services or materials. Subject to the confidentiality restrictions contained in Section 5, Interpersonal Frequency shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the Services, on behalf of, and include in its services to, other clients.

## **5. Confidentiality**

5.1. Confidential Information. "Confidential Information" means any confidential or proprietary information of the disclosing Party that is disclosed in any manner to the receiving Party including any such information that at the time of disclosure: (a) is marked as being "Confidential" or "Proprietary," (b) is otherwise reasonably identifiable as confidential or proprietary information, and/or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary. Confidential Information includes the terms of this Agreement and all types of non-public proprietary technical or business information, including data, algorithms, methodologies, strategies, specifications, reports, pricing, marketing information, software, trade secrets, client-related information, and other types of nonpublic information. Confidential Information does not include information that (i) is or becomes public without breach of this Agreement through no fault of the receiving Party, (ii) the receiving Party was lawfully and demonstrably in possession of prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party's Confidential Information, or (iv) the receiving Party receives from a third party without any restrictions on disclosure and without breach of a nondisclosure obligation. The Confidential Information of each Party is the property of that Party. Unless expressly stated otherwise in this Agreement, the receiving Party obtains no right, title, interest, or license in or to the Confidential Information of the disclosing Party.

5.2. Duty of Confidentiality. Each Party shall hold the Confidential Information of the other Party in strict confidence. Each Party will use the same degree of care to protect the disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature and will, in any event, use at least reasonable care. In addition, each Party shall (a) hold in confidence the Confidential Information of the other Party; (b) use such Confidential Information only to perform or to exercise its rights under this Agreement; and (c) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to its personnel on a need-to-know basis, provided such personnel are under confidentiality obligations substantially similar as the terms in this Agreement.

5.3. Permitted Disclosure. The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action, provided that (a) the disclosing Party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (b) the receiving Party assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information.

## **6. Representations and Warranties**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite power and authority to enter into and perform under this Agreement; and (b) its execution of and performance under this Agreement does not and will not violate any applicable law, rule, regulation, order, or judgment, or result in a breach or constitute a default under any material agreement to which it is a party or by which it is bound.

6.2. Interpersonal Frequency Warranties. Interpersonal Frequency warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall: (a) be performed in a professional and workmanlike manner in accordance with applicable commercial standards; and (b) not, to the best of Interpersonal Frequency's knowledge, violate or infringe upon any presently issued United States patent, copyright, trade secret or other intellectual property right of a third party that existed at time of the completion of Services.

6.3. Disclaimer.

EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE FOREGOING WARRANTIES ARE MADE FOR THE BENEFIT OF CLIENT ONLY AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UPON ACCEPTANCE OF DELIVERABLES, CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE USE OF THE DELIVERABLES TO ACHIEVE THE CLIENT'S INTENDED RESULTS.

## 7. Indemnification

7.1. Indemnification. To the extent allowable by Kentucky law, each Party will indemnify, defend, and hold the other Party and its officers, directors, owners, managers, members, employees, and agents (the "Indemnified Party") harmless from and against all third-party claims, demands, causes of action, debts or liabilities (to such third party) (including reasonable attorneys' fees and expenses) (collectively "Claims") to the extent those third-party Claims arise from (a) a material breach by the indemnifying Party of this Agreement; or (b) the Indemnifying party's gross negligence or willful misconduct. This shall not be deemed a waiver of Sovereign Immunity or any other third party defense.

7.2. Procedure. The Indemnified Party shall promptly notify the Indemnifying Party when it becomes aware of any Claim, provided that any delay in providing such notice shall not relieve the Indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, it was prejudiced by the delay. The Indemnified Party shall reasonably cooperate with The Indemnifying Party in the defense of such Claim at the Indemnified Party's expense. The Indemnified Party may participate in the defense at its option and expense; provided that the Indemnifying Party shall have the right to control the defense and all negotiations relative to the settlement of any such Claim, including without limitation selection of counsel, and provided further that no settlement imposing any affirmative or negative obligations on the part of the Indemnified Party, including any settlement that includes (i) admission of liability or wrongdoing by the Indemnified Party; (ii) payment of any amounts not covered by the Indemnifying Party's indemnity obligations; (iii) actions that affect the Indemnified Party's Intellectual Property Rights, may be made without the express written consent of the Indemnified Party, which may be withheld in the sole discretion of the Indemnified Party; and provided further that in conducting such defense or settling such claim or action, the Indemnifying Party shall not disclose or use in an improper or manner not authorized under this Agreement the confidential information of the Indemnified Party without the Indemnified Party's prior written consent.

## **8. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST DATA OR CONTENT, LOST PROFITS, LOST INCOME, BUSINESS INTERRUPTION EVEN IF ADVISED OF SUCH POSSIBILITY AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

EXCEPT CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE TOTAL LIABILITY OF EITHER PARTY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL FEES PAID IN THE PRIOR TWELVE MONTHS BY CLIENT TO INTERPERSONAL FREQUENCY PURSUANT TO THE SOW GOVERNING (OR IN THE EVENT THE SERVICES ARE NOT BEING PERFORMED UNDER A SOW, THEN WITH RESPECT TO THE PROJECT RELATING TO) THE SERVICES GIVING RISE TO SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY KENTUCKY LAW, REGARDLESS OF ANY STATUTE OR LAW THAT CONTAINS A LONGER STATUTE OF LIMITATIONS, ANY CLAIM OR CAUSE OF ACTION AGAINST EITHER PARTY ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR BE FOREVER BARRED.

## **9. Non-Solicitation Employees and Contractors; Subcontractors**

9.1. Non-Solicitation. The Parties agree that, during the Term of this Agreement and for a period of twelve months after the termination of the Agreement, neither Party shall, directly or indirectly, hire, engage, employ, negotiate the employment of, or solicit the employment or engagement of, employees or contractors of the other Party (including those employed by or providing services to the other Party in the six months prior to the termination of this Agreement) without the written consent of the other Party; provided, however, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section.

9.2. Use of Subcontractors. Interpersonal Frequency may use affiliates or subcontractors to perform the Services, provided that Interpersonal Frequency remains responsible for the performance of the Services.

## **10. General**

10.1. Publicity. Interpersonal Frequency may reference Client by name as a client of Interpersonal Frequency for general marketing purposes and in its responses to requests for proposals.

10.2. Notices. Any notice or other communication under this Agreement shall be in writing, with a copy sent by e-mail, and shall be given by delivery in person, by transmission of a legible facsimile copy, by nationally recognized overnight courier or by registered or certified mail, postage prepaid to the address set forth above below or such other address as such Party may give to the other Parties by notice pursuant to this Section. Such notice shall be deemed effective upon: (a) the date such notice is personally delivered, (b) the date of scheduled delivery if sent by overnight courier, or (c) the date such notice is transmitted by facsimile, if such transmission is prior to 5:00 p.m. New York time on a business day, or the next succeeding business day if such transmission is otherwise.

10.3. Relationship of Parties. The relationship between the Parties will solely be that of independent contractors. No Party shall have the authority to bind, represent or commit the other Party. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, fiduciary, agency or employment relationship between the Parties.

10.4. Force Majeure. In no event shall either party or any Authorized User be liable, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond either party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

10.5. Dispute Resolution. If any dispute arises under or in connection with this Agreement that the Parties are unable to resolve after having attempted to do so in good faith, either Party by written notice may request that such dispute be submitted to a single arbitrator in accordance with the Rules of the American Arbitration Association applicable to commercial arbitration. If the Parties so agree, the arbitrator shall be determined by mutual agreement of the Parties. The decision of the arbitrator shall be non-binding upon the Parties. Each Party shall pay the fees and expenses of its counsel and its witnesses. The Parties shall share equally the fees and expenses of the arbitrator. The requirements of this Section are not intended to prevent either Party from seeking or obtaining temporary or permanent injunctive or other equitable relief from a court of competent jurisdiction in accordance with Section 10.7 to preserve its rights.

10.6. Intentionally Deleted.

10.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and interpreted according to the laws of the State of Kentucky without regard to conflicts of law principles. Any dispute or claim arising under, or in connection with the subject matter of this Agreement, that may be brought in a court under Section 10.5 above, shall be brought and heard exclusively in the state or federal courts located in Lexington, Fayette County, Kentucky.. For any matter that may be brought in a court under Section 10.5, the Parties irrevocably consent and waive all objections to the exclusive jurisdiction of the state or federal courts located in Lexington, Fayette County, Kentucky.

10.8. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that (a) either Party may assign this Agreement without the other Party's consent in connection with a merger, reorganization, or to an entity that purchases all or substantially all of the assigning Party's assets and agrees to assume all of the assigning Party's obligations under this Agreement, and (b) Interpersonal Frequency may assign this Agreement to an affiliate. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.9. Modification and Waiver. This Agreement may not be modified or amended, nor may any provisions of this Agreement be waived, except by an instrument in writing signed by the Parties. No written waiver will be deemed to be a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

10.10. Waiver; Severability. Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise

unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

10.11. Survival. The terms of Sections 2.2, 2.3, 3.4, and articles 4, 5, 6, 7, 8 and 9 and such other sections of this Agreement which by their nature are intended to extend beyond termination, shall survive termination of this Agreement for any reason.

10.12. Entire Agreement. This Agreement, including any exhibits and executed Statements of Work, constitutes the entire agreement between the Parties regarding this Agreement's subject matter and supersedes all oral or written prior agreements, representations, proposals, discussions, and communications related to this Agreement's subject matter. Client acknowledges that it is not relying and has not relied on any oral or written statements or representations that are not expressly set forth in this Agreement and those documents expressly referred to herein.

10.13. Insurance. Interpersonal Frequency shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence of Interpersonal Frequency in performing the Services, including workers' compensation, public liability, property damage, and automobile liability insurance. Upon Client's written request, Interpersonal Frequency will produce a certificate of insurance demonstrating such coverage.

10.14. Time for Making Claims. The Parties agree that any claim arising under, or in connection with, this Agreement will not be valid unless such a notice of arbitration or an action seeking equitable relief is filed in a court of competent jurisdiction within one year after completion of the Services. In the event that Client fails to make any payment due under this Agreement, Client shall reimburse Interpersonal Frequency for its costs of collection, including court costs.

10.15. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

10.16. Counterparts. This Agreement may be executed in counterparts, including by signature pages provided by facsimile or other electronic format, each of which will be deemed an original which taken together shall form one legal instrument.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**INTERPERSONAL FREQUENCY**

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

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

Its: \_\_\_\_\_

**City of Lexington, Kentucky**

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

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

Its: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**