



EMERGENCY DISASTER SERVICES
MASTER VENDOR SERVICE AGREEMENT

THIS MASTER VENDOR SERVICE AGREEMENT (hereinafter, "Agreement"), is made effective as of the [REDACTED], (hereinafter, "Effective Date"), by and between EDS HOLCO, LLC D/B/A EMERGENCY DISASTER SERVICES (hereinafter, "EDS"), with principal offices located at 1385 Pridemore Court, Lexington, Kentucky, 40505 and [REDACTED] (hereinafter, "VENDOR") with principal offices located at [REDACTED].

WITNESSETH:

WHEREAS, EDS has extensive experience and knowledge in providing emergency disaster related services; and

WHEREAS, EDS desires to possibly use Vendor to provide emergency disaster related services and equipment across the United States; and

WHEREAS, Vendor is willing to accept the terms and conditions set forth by EDS.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS AND CONSTRUCTION

(a) As used in this Agreement, the terms listed below shall have the following meanings:

- i. "Agreement" means this Master Vendor Service Agreement between EDS and Vendor.
- ii. "Emergency" and "Disaster" means an urgent situation affecting the United States, either due to natural or man-made circumstances, in which EDS provides responsive services including, but not limited to, food service, housing, shower facilities, heating, cooling and ventilation and laundry services.
- i. "Service" means EDS' ability to provide, among other things: (1) Food Service, which includes, but is not limited to breakfast, box

lunches, dinner, and evening snacks; (2) Housing, which includes, but is not limited to beds, bed linens, housing structure, HVAC and lighting; (3) Shower Facilities, which includes, but is not limited to showers, dressing area and attendant; (4) Medical Facility, which includes but is not limited to medical professionals, attendants, and medical services; and (5) Laundry Services, which includes, but is not limited to the laundry facility, attendant, and washing and folding of clothes.

- iii. "Equipment" means the inventory and tools utilized by Vendor to carry out all services required by EDS.
- iv. "Term" means the length the agreement remains enforceable.
- v. "Modification" means the deleting from, adding to, or altering the Agreement.

(b) In this Agreement, the following rules of construction apply:

- i. The definitions set forth above as defined in Section 1 are equally applicable to both the singular and plural forms.
- ii. References to Sections, Schedules and Attachments are to the Sections, Schedules and Attachments contained within this Agreement.
- iii. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

SECTION 2. SCOPE

This Agreement applies to, and is incorporated into, any purchase document including but not limited to any statement of work, quote, purchase order, invoice, or other applicable document which is issued during the Term of this Agreement.

SECTION 3: TERM

(a) This Agreement shall become effective upon the Effective Date and shall continue unless terminated by either party. The Agreement may be terminated by either party upon thirty days (30) days written notice to the other party.

(b) This Agreement will survive until terminated by either party.

- (c) Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.

SECTION 4. DUTIES OF EDS

- (a) Should an emergency or disaster occur, EDS agrees that upon execution of this Agreement, Vendor will be placed on the exclusive list of providers utilized by EDS to produce its services.
- (b) In the event EDS selects Vendor and all necessary legally binding documents are executed by the Parties to engage in work, EDS agrees to notify Vendor of the exact time to deploy its services and equipment, along with the location of the site where Vendor is to operate. The location of the operation site for Vendor shall be arranged by EDS.
- (c) EDS agrees to pay Vendor according to Section 6.

SECTION 5. DUTIES OF VENDOR

- (a) Vendor agrees to provide all agreed upon services to EDS at the prices set forth in **Vendor's Annual Pricing Guide ("Schedule A")**, attached hereto and incorporated herein by this reference. The Parties expressly contemplate Schedule A of this Agreement to be updated annually via submission by Vendor to EDS.
- (b) Vendor agrees to deploy all necessary equipment and staff required by EDS within the time-frame agreed upon between the parties for such services and equipment to be utilized.
- (c) Vendor agrees to use commercially reasonable efforts to complete all work.
- (d) Vendor warrants that the products and/or services will be completed in a professional, workmanlike manner in accordance with applicable industry standards. Vendor shall enforce strict discipline and good order among its employees and other persons performing services for EDS.
- (e) Vendor agrees that it is an independent contractor and that any Vendor personnel providing services hereunder will not be deemed employees of EDS.
- (f) Vendor agrees it is solely responsible for, and agrees to perform its obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing export control,

unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity and those identifying and requiring permits, licenses, approvals, and other consents).

- (g) Vendor agrees that it has provided EDS all necessary onboarding documentation, including but not limited to, Vendor's W-9, Certification of Liability Insurance, Annual Pricing Guide, and executed Non-Disclosure Agreement.

SECTION 6. PAYMENT AND PRICING

- (a) Prices and payment by EDS to Vendor will be as set forth in Schedule A.
- (b) Unless a longer period is stated in the Schedule or agreed to by the Parties, payment by EDS to Vendor shall be thirty (30) days from when EDS receives an invoice from Vendor. If EDS reasonably disputes an invoice, EDS will pay the undisputed amount within the agreed timeframe and will promptly pay the remainder (if any) once the dispute has been resolved.

SECTION 7. ACCEPTANCE

- (a) The products and/or services will be deemed satisfactory to EDS and accepted by it unless within twenty-four (24) hours after the delivery or completion, EDS gives Vendor written notice of the respects in which the products and/or services do not conform to the applicable requirements.
- (b) Upon notice by EDS of inadequacy of the products and/or services, Vendor will replace the product or re-perform the services within twenty-four (24) hours; provided that if Vendor is unable to replace the products or re-perform the services within that time frame, Vendor shall pay a refund of all payments received by Vendor from EDS for the particular products and/or services deemed unacceptable.

SECTION 8. CONFIDENTIALITY AND/OR NON-DISCLOSURE

The terms and conditions of any and all confidentiality and/or non-disclosure agreements executed by the Parties are incorporated and adopted into this Agreement.

SECTION 9. LOGO, TRADEMARK, COPYRIGHT USAGE

In the event the Parties engage in work pursuant to additional legally binding documents, EDS grants Vendor a limited, revocable, non-exclusive, non-transferable license to display/use EDS' logos, trademarks, or otherwise

copyrighted material (“EDS’ Materials”) subject to EDS’ guidelines and solely for the purpose outlined by EDS.

SECTION 10. WORKS MADE FOR HIRE

- (a) “Development” means every invention, modification, discovery, design, development, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Vendor or its personnel working at or on behalf of EDS (either alone or with others) shall immediately and automatically be the sole and absolute property of EDS upon payment made by EDS to Vendor.
- (b) Vendor will immediately disclose to EDS each such Development, or make such Developments known in the course of the work hereunder, and hereby assigns to EDS, without further compensation, any and all right, title and interest that Vendor may have or acquire in each such Development, including patent rights, by virtue of the execution of this Agreement.
- (c) Copyrightable Developments produced for EDS by Vendor or Vendor personnel performing Services hereunder shall be deemed “work made for hire” within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Vendor hereby assigns to EDS all right, title and interest in and to such work, as well as all related copyright, and all other related proprietary rights therein by virtue of the execution of this Agreement. Vendor agrees to include this obligation in any separate personnel or contractor agreements with any individuals or entities performing work for EDS hereunder.

SECTION 11. INSURANCE REQUIREMENTS & RELEASE OF LIABILITY

- (a) Upon execution of this Agreement and subsequently upon request, Vendor will provide EDS with an updated certificate of liability insurance, evidencing compliance with the insurance requirements set forth below and prior to each insurance renewal. Insurance limits noted below are minimum policy limits only, and do not limit Vendor’s responsibilities. Vendor acknowledges and agrees that its failure to provide the certificate of liability insurance as required hereunder will not be a waiver by EDS of Vendor’s contractual requirements to provide insurance.
 - a. General Liability including bodily injury, personal injury, property damage liability in the following minimum amounts: \$1,000,000 each occurrence; \$2,000,000 general aggregate. Fire damage liability of

at least \$50,000 each occurrence, and medical expense liability of \$5,000 for any one person.

- b. Workers' Compensation and Employer's Liability in the following minimum limits: Worker' Compensation – Statutory; Employer's Liability – \$500,000 each employee.

- (b) Vendor expressly waives, releases and discharges EDS and its officers, employees, agents and representatives ("Released Parties") for any injuries, damages, losses or claims, whether known or unknown, which arise as a result of the services provided by Vendor in Schedule A to EDS except to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.

SECTION 12. FORCE MAJEURE

- (a) Neither Party shall be responsible to the other by reason of failure to perform obligations hereunder to the extent that the failure to perform is caused by an act of God, flood, fire, storm, earthquake, shipwreck, acts of public enemy, public or national emergency, or acts or omissions of any sovereign government, branch or agency thereof and other similar events beyond reasonable control of the Party whose performance is prevented or interfered with. The affected Party shall promptly notify the other Party and shall not be responsible for its failure to perform any obligation required under this Agreement as a result of any of the foregoing.
- (b) If Vendor's performance is delayed due to a Force Majeure event then EDS may obtain performance by a third party for such delayed period and shall have no obligation to Vendor with respect thereto.

SECTION 13. DISPUTE RESOLUTION AND GOVERNING LAW

- (a) **Choice of Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Kentucky and the United States of America.
- (b) **Injunctions.** Both Parties agree either Party may seek a preliminary injunction or other equitable relief if, in its reasonable judgment, such action is necessary to avoid irreparable harm to itself or to preserve its rights under this Agreement.
- (c) **Attorney's Fees.** If either Party institutes a proceeding to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

- (d) **Limitation of Liability:** Under no circumstances will EDS be liable to Vendor or its employees for indirect, incidental, consequential, special, exemplary, or punitive damages (including lost profits, property damage, loss of revenue, loss of business or lost savings) arising out of or in connection with the Agreement whether or not EDS has been advised of the possibility of such damages. If Vendor should become entitled to claim damages from EDS (including for negligence, strict liability, breach of contract, misrepresentation, or other contract or tort claims, EDS will be liable only for the amount of vendor's actual damages not to exceed (in the aggregate for all claims) the fees payable to EDS.

SECTION 14. INDEMNIFICATION

Vendor shall defend, hold harmless and indemnify EDS and its officers, agents, contractors and employees from and against any and all claims, actions, liabilities, losses, fines, penalties, costs and expenses arising out of any death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from any (i) defect in products and/or services delivered pursuant to Schedule A, or (ii) any negligent or intentional act, activity or omission of Vendor, its employees or agents, including activities on EDS' premises.

SECTION 15. MISCELLANEOUS PROVISIONS

- (a) **Assignment.** Neither Party shall assign their rights under this Agreement without prior written notice and consent of the other party.
- (b) **Notices.** With exception of the notice by EDS to Vendor regarding the deployment time and location for equipment and services, all notices under this Agreement shall be in writing and delivered by certified mail or overnight carrier, with acceptance signature required, and addressed to the Parties at the above-mentioned addresses.
- (c) **Modifications in Writing.** This Agreement and Schedule A, attached hereto and incorporated by this reference, may only be modified by a written instrument executed by mutual agreement between the Parties. It is expressly contemplated by the Parties that Schedule A may be updated annually by Vendor.
- (d) **Negotiated Terms.** The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Agreement.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

(e) **Entire Agreement.** This Agreement constitutes the final, complete, and entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior negotiations, representations, understandings and agreements, whether written or oral, between the Parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement on the Effective Date above written:

EDS HOLDCO, LLC d/b/a EDS

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____