



SERVICES AGREEMENT

1. Applicability and Services. These terms and conditions of Service (the “Agreement”) are the only terms that govern the provision of services performed by the company named (the “Vendor”) in the related services schedule(s) and/or purchase order(s) (“Services Schedule”) to Catalyst Inc. (“Catalyst”). Vendor will provide the goods or services (collectively the “Services”) as described in the Services Schedule and in accordance with this Agreement.

2. Term. This Agreement shall be effective and binding on both parties upon delivery of a purchase order or execution of a service schedule by both parties and will terminate upon completion of and payment for the Services under the Services Schedule (the “Term”).

3. Representations and Warranties.

Vendor represents and warrants that it possesses the professional expertise and capabilities necessary to fully perform this Agreement and that the work performed by Vendor hereunder shall be performed by qualified personnel and in a workmanlike manner.

Vendor represents and warrants that none of the execution, delivery, nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which Vendor is a party or by which Vendor is in any manner bound. Vendor further represents and warrants that Vendor has no interests or obligations, and Vendor shall not during the Term of this Agreement acquire any interests or obligations, which conflict with or hamper Vendor’s ability to perform as required hereby.

Vendor represents and warrants that all Services provided hereunder shall be original and not infringe upon, or make an unauthorized use of, any other party’s proprietary property rights or interests.

Vendor represents and warrants that it will comply with the terms of the Privacy and Security Addendum, Sexual Harassment Policy, and Whistleblower Policy located at <https://www.catalyst.org/terms/> which are incorporated herein by reference.

Vendor represents and warrants that the person signing this Agreement on behalf of Vendor is a duly authorized representative of Vendor fully empowered to sign and deliver this Agreement on behalf of Vendor and has all necessary legal capacity, right, power and authority to enter into, execute, deliver and be bound by this Agreement.

Other Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. Except for the warranties expressly set forth in this Agreement, each

party acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

4. Fees and Invoices.

Fees. Catalyst shall pay Vendor the fees set forth on the Services Schedule upon delivery and acceptance of the Services (the "Fees"). The Vendor shall be responsible for all expenses incurred in providing the Services to Catalyst. Vendor shall provide at its own risk and expense all equipment, supplies and tools which are required to perform the Services.

Invoices. Vendor shall submit a written invoice to Catalyst with such frequency or on such dates as set forth on the Services Schedule. Invoices submitted to Catalyst for payment must reference a purchase order number in order for payment to be processed. All amounts set forth on each invoice shall be due and payable by Catalyst within forty-five (45) days of the date on which Catalyst receives such invoice.

5. Taxes. Vendor shall be responsible for all taxes, duties and other levies imposed by the federal or state laws of the United States or the laws of any other jurisdiction in connection with Vendor's performance of the Services. Catalyst will not withhold any taxes, except as required by law. Vendor shall be responsible for, and shall indemnify Catalyst against, all such taxes or contributions, including penalties and interest.

6. Independent Contractor Status. Vendor is an independent contractor. Nothing contained in this Agreement or any Services Schedule shall be construed to create an employer-employee, principal-agent or other relationship between the parties. Vendor shall not be eligible for any benefits that Catalyst provides to its employees, Vendor shall not have the power or authority to bind Catalyst in any manner without Catalyst's written consent.

7. Insurance. Vendor shall pay for, maintain, and keep in full force and effect the following coverages concerning the operations and liabilities of the Vendor relevant to this Agreement in the following minimum amounts: General Liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate; Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate; Workers' Compensation insurance in the minimum amount of \$1,000,000 per accident, a \$1,000,000 policy limit, and \$1,000,000 per each employee and disability benefit insurance in no event less than statutory limits; Cyber Liability insurance in the minimum amount of \$1,000,000 policy aggregate; Excess Liability insurance in the minimum amount of \$5,000,000 with the same inception date as the underlying policies, and which shall be excess over and no less broad than all coverages described. All insurance policies shall be written with insurance companies with a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. Vendor shall provide primary and non-contributory endorsement (ISO CG 20 01 04 13 or equivalent). Vendor shall name Catalyst as additional insured on each of the above policies and provide a certificate of insurance showing evidence that it maintains all insurance coverages required at least ten (10) days before the signing of this Agreement. Vendor may not cancel or reduce the above insurance coverage during the Term without prior notice delivered in writing to Catalyst within the time period applicable to the first named insured or 30 days in advance, whichever is greater. Vendor agrees that Vendor and/or anyone claiming

by, through, under or on behalf of Vendor shall have no claims, right of action or right of subrogation against Catalyst based on any loss or liability insured under the above insurance.

8. Intellectual Property.

Ownership of Work Product. Catalyst is and will be the sole and exclusive owner of all right, title, and interest worldwide in and to all Work Product, including all Intellectual Property Rights therein. For the purposes of this Agreement "Intellectual Property Rights" means any and all intellectual property rights existing under any laws, including without limitation, patent law, copyright law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, or privacy rights law, any other proprietary rights, as well as all applications, registrations, renewals, extensions and restorations of any of the foregoing, now or hereafter in force or effect worldwide. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Vendor solely or jointly with Catalyst or others (x) in the course of performing the Services or (y) at any time during the Term or after expiration or termination of this Agreement if based on, derived from, or otherwise using the Catalyst's Confidential Information or Catalyst Property or resulting from any use of Catalyst's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

Vendor represents and warrants that it has or at the time of delivery of the deliverables will have obtained all copyright permissions, publicity releases, privacy releases, and any other permission or consent that may be necessary or desirable for materials included in the Work Product (the "Releases"). Vendor agrees to provide fully signed copies of all Releases at the time of delivery of the Deliverables to Catalyst.

Without limiting the generality of the foregoing, if requested by Catalyst at any time during or after the Term, Vendor agrees to execute a specific assignment for any Work Product in favor of Catalyst.

License. The parties acknowledge that performance of the Services by Vendor may require the use of certain trademarks, trade names, service marks, copyrights, patents, trade secrets or other intellectual property owned or used by Catalyst ("Catalyst IP"). During the Term of this Agreement and subject to this Agreement, Catalyst hereby grants to Vendor a non-exclusive, non-transferable and non-sublicensable (unless otherwise permitted by Catalyst in writing) worldwide license to use the Catalyst IP *solely* to the extent necessary to perform the Services and subject to any policies, limitations or requirements specified by Catalyst. Vendor shall not authorize or permit any third party to use any Catalyst IP.

Use of Catalyst Property. In connection with Vendor's performance of the Services, Catalyst may provide Vendor with materials owned or used by Catalyst ("Catalyst Property"). During the Term of this Agreement or the Services Schedule and subject to this Agreement, Catalyst hereby grants Vendor the right to use such Catalyst Property *solely* to the extent necessary for Vendor's performance of the Services and subject to any policies, limitations or requirements specified by Catalyst.

9. Confidential Information.

Use of Confidential Information. During the Term of this Agreement and at all times hereafter, Vendor shall hold in strict confidence all information acquired by Vendor, or to which Vendor has access, in the course of performing the Services relating to the business and operations of Catalyst, its corporate partners, supporters or clients, including, but not limited to, data, reports, templates, methods, marketing information, and the identity of, distinguishing characteristics of, information from or about, or statements by or about any Catalyst supporter or client organization or their employees ("Confidential Information"). Unless otherwise authorized by Catalyst in writing, Vendor shall (i) use Confidential Information solely in connection with Vendor's performance of the Services, (ii) not disclose or make available any Confidential Information to any other person or entity, except (A) to Vendor's employees or contractors who need to know such information for purposes of performing the Services, have been advised that such information is confidential, and have agreed to maintain the confidentiality thereof in accordance with the terms of this Agreement and the Services Schedule or (B) as required by law, and (iii) keep all Confidential Information physically secure, including, but not limited to, by electronically storing Confidential Information in encrypted form and on password-protected devices and complying with all Catalyst policies with respect to information security.

Exceptions. The term "Confidential Information" shall not include (i) information which is, at the time of disclosure by Catalyst, in the public domain, (ii) information which was known and available to Vendor prior to the disclosure thereof by Catalyst, (iii) information which becomes part of the public domain other than as a consequence of a breach of this Agreement or the Services Schedule by Vendor, (iv) information which was provided to Vendor by a third party that does not have an obligation to keep such information confidential and (v) information independently developed by Vendor without reference to the Confidential Information.

Return or Destruction. Within thirty (30) days of termination or expiration of this Agreement or the Services Schedule, or within ten (10) days of Catalyst's request at any time, Vendor shall promptly: (i) return to Catalyst all Confidential Information and copies thereof; (ii) delete or destroy any digital copies of Confidential Information; and (iii) return to Catalyst access to any digital accounts.

Injunctive Relief. The parties acknowledge and agree that irreparable damage would occur to Catalyst in the event of Vendor's breach of the provisions of Paragraphs 8 and 9. Accordingly, Catalyst shall be entitled to an injunction or other equitable relief to prevent Vendor's breach or threatened breach of such provisions.

10. Indemnity. The Vendor shall indemnify and save Catalyst, its affiliates, and their respective boards of directors, officers, employees, and agents, harmless from and against all claims, actions, demands, suits, liabilities, losses, expenses, costs or damages ("Claims") of every nature and kind whatsoever that may arise out of or result from: (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from Vendor's acts or omissions; (ii) Vendor's breach of this Agreement; or (iii) Vendor's negligence.

11. Termination.

Catalyst may terminate this Agreement at any time upon written notice to Vendor with or without cause. Vendor may terminate this Agreement in the event of Catalyst's material breach of this Agreement by providing thirty (30) days' advance written notice to Catalyst.

12. Effect of Termination.

Vendor. Upon termination of this Agreement or a Services Schedule, (i) the license granted to Vendor shall immediately terminate and Vendor is prohibited from using any Catalyst IP, (ii) Vendor's right to use Catalyst Property shall immediately terminate and Vendor shall promptly return all Catalyst Property to Catalyst by such methods and means as Catalyst requests, (iii) Vendor shall return or destroy all Confidential Information in accordance with Paragraph 9, and (iv) Vendor shall assist in transferring control of any Catalyst social media or other digital accounts back to Catalyst.

Catalyst. Notwithstanding termination of this Agreement or a Services Schedule, Catalyst shall pay to Vendor all Fees accrued but unpaid prior to the date of termination for accepted Services, which Fees shall be invoiced by Vendor and paid by Catalyst in accordance with Paragraph 4. Vendor shall refund any prepaid fees or expenses for unaccepted or undelivered Services within 10 business days of termination.

13. Subcontractors. Vendor may use subcontractors to assist in performing the Services with the prior written approval of Catalyst. Vendor shall be responsible and liable for the acts and omissions of any subcontractor to the same extent as if such acts or omissions were by Vendor or its employees. Vendor is responsible for all fees and expenses payable to, by or on behalf of a subcontractor in connection with this Agreement, including, income taxes, social security, unemployment insurance, workers' compensation insurance payments and disability benefits. Vendor shall obtain from each subcontractor (i) a confidentiality agreement that inures to the benefit of Catalyst and contains confidentiality restrictions at least as restrictive as those set forth herein, and (ii) Work Product assignments in favor of Catalyst.

15. Notice. All notices and other communications shall be in writing and shall be deemed to have been duly given after three (3) business days after being sent. Each party shall provide notice to the other party at the addresses set forth on the Services Schedule. All notices sent to Catalyst shall be sent to the attention of Stacey Bain, COO (sbain@catalyst.org).

16. Miscellaneous.

Governing Law; Venue. This Agreement and any Services Schedule issued under it shall be governed by the laws of the State of New York without giving effect to any conflict of laws principles thereof. Any disputes arising out of this Agreement and any Services Schedule exclusively in either the United States District Court for of the Southern District of New York or the courts of the State of New York located in the County of New York, New York. Each party hereby consents to the exercise of personal jurisdiction by, and to venue in, any such courts.

Survival. Sections 3, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16 shall survive termination of this Agreement and any Services Schedule, subject to any limitation contained herein.

Entire Agreement. This Agreement and related Services Schedules constitute the entire agreement between the parties and supersedes all previous communications, representations

or agreements, whether oral or written, express or implied, between the parties with respect to the Services and any other subject matter contained herein. This Agreement shall prevail over any Vendor general terms and conditions contained in an invoice or elsewhere regardless of timing. The provisions of services to Catalyst or acceptance of Services by Catalyst does not constitute acceptance of any of Vendor's terms and conditions and does not serve to modify or amend this Agreement.

Amendments. This Agreement and any Services Schedule may not be altered, amended or modified unless agreed to by the parties in writing.

No Assignment. Neither party may assign any of its rights or obligations or delegate any of its duties under this Agreement or any Services Schedule. Any attempted assignment in violation of this provision shall be void.

Last Updated January 16, 2023