

Master Services Agreement



This MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of this 1 day of May 2024, by and between Cardinal Group (the “Client”), and Groove Technology Solutions, Inc. (“Groove”), a Utah corporation with its primary office at 6849 South 700 West, Salt Lake City, Utah 84047.

AGREEMENT: For good and valuable consideration, the parties hereby agree as follows:

- Incorporation of Proposal.** Client acknowledges and agrees that all of the terms, conditions, limitations, exclusions, disclaimers, and requirements of the Proposal and the documents attached thereto, including all addenda to the Proposal, are hereby incorporated into this Agreement.
- Scope and Manner of Services.** Groove shall provide the hardware (“Equipment”), installation, and services (collectively “Groove Services”) as provided in the Scope of Work, Schedule 1, and Proposal and, when applicable, third-party provider agreements (“Third-Party Provider Service Agreements”). The “Scope of Work” is defined in the attached Proposal. Groove’s obligations under this Agreement, which includes the Proposal, are limited by and do not exceed the Scope of Work and Proposal. Any changes to the Scope of Work must be agreed to in writing by both Client and Groove. Upon your receipt of the Equipment, you shall be responsible for any loss or damage to the Equipment.
- Payment.** In consideration for the Groove Services, Client agrees to pay the Total Upfront Fee and Monthly Fee (collectively “Fees”) as set forth in the Proposal, plus any applicable taxes. Any payments via credit card over the amount of \$1,000.00 shall be subject to an additional 3% service charge. The Monthly Fee is due and payable by Client on the same day of each month during the Term or Renewal Term. If the date any payment is due is not a business day, the applicable Monthly Fee shall be payable on the immediately following business day. Each Total Monthly Fee shall be due and payable whether or not Client receives an invoice. When applicable, and in accordance with Groove’s standard billing practices, this may include upfront deposits (“Upfront Deposits”) and/or phased billing (“Phased Billing”) for project phased completion, and Client agrees to pay all Upfront Deposits and Phased Billing amounts owed on a net 30 basis. Client acknowledges that Groove, when applicable and at its sole discretion, may file pre-liens and/or liens related to the Groove Services. Client acknowledges that following execution of this Agreement and, when applicable, payment of any required Upfront Deposits, Groove will commence work under the Proposal. Any obligation of the parties relating to monies owed shall survive termination or expiration of this Agreement.
- Term.** For recurring Groove services, support, and, when applicable, Third-Party Provider Services (collectively “Recurring Services”) as provided in the Proposal, the Term shall commence upon the completion of the installation or, as applicable, activation of the Recurring Services, and continue for months (“Initial Term”). After the Initial Term, the Services will automatically renew for successive one year Renewal Terms unless Client sends at least 30 day’s written notice to Groove that Client does not want to renew the Agreement. During any Renewal Term, the payments for the Recurring Services will be the highest amount payable during the Term(s). In the event that Client terminates this Agreement or related Third-Party Provider Service Agreements prior to the completion of the Initial Term, Client acknowledges and agrees that it will be responsible for paying all applicable early cancellation fees (“ECFs”).
- Damage to Property.** Groove agrees to repair or refinish any surface of the Client’s property that is materially damaged during the installation of Groove’s equipment; provided that such damage is (i) directly caused by Groove or any of its agents, representatives, employees, or subcontractors, and (ii) reported in writing to Groove within 30 days after discovering the damage. If Groove fails to repair or refinish any such damage within a commercially reasonable time, Client may repair or refinish such damage and cause Groove to reimburse Client for reasonable costs and expenses incurred in such repair or refinishing.
- Warranties.** Groove warrants the replacement of any defective portion of the Equipment as provided in the Proposal, Third-Party Service Provider Agreement, or as provided by the applicable manufacturer. Groove’s warranty procedures require prompt notice of any defect and your participation in any verbal troubleshooting a problem with Groove’s representatives. If the problem is not resolved, Groove will ship a replacement Equipment component to you for you to install and you shall at your expense return to Groove the defective Equipment component. If you fail to return the defective Equipment component in question within 30 days of your receipt of the replacement Equipment component, you will be liable for and promptly pay upon Groove’s submission of its invoice, the replacement cost as determined by Groove of the defective Equipment component in question. Groove’s warranty as set forth in this Section 6 excludes defects due to Acts of God, intentional misconduct, negligence, loss or theft.
- Release of Liability.** If Client is not the owner of the building or premises where the Scope of Work is to be performed, Client is obligated to obtain any and all necessary approvals, such as approval from the landlord, prior to Groove’s commencement of the Scope of Work. Client acknowledges that installation the Groove Service’s and Third-Party Services may involve modifications to the building structure. Structural modifications may be forbidden by Client’s lease, rental agreement, or other agreement and may require approval from parties other than the Client. Groove shall not be responsible or liable for any costs, expenses, damages, etc., resulting from the violation of Client’s lease, rental agreement, or other agreement. Client agrees to indemnify and hold harmless Groove, and any of its sub-contractors or agents, against claims for costs, expenses, damages, etc., resulting from or related to any unauthorized or unapproved installation.
- Limitation of Liability.** Client acknowledges and understands that this Agreement may include hardware, product(s) and service(s) provided by third-parties, and Groove has no control over any third-party performance. This Agreement, and Groove’s responsibility relating to any third-party product(s) or service(s) is contingent upon third-party performance. GROOVE WILL HAVE NO LIABILITY BY REASON OF ANY ACT OR OMISSION RELATING TO ANY THIRD-PARTY PRODUCT, SERVICE, OR PERFORMANCE. GROOVE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GROOVE SERVICES. THE GROOVE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. GROOVE WILL HAVE NO LIABILITY BY REASON OF ANY ACT OR OMISSION RELATING TO THE INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF THE GROOVE SERVICES OR THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUE OR LOST PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GROOVE’S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE GROOVE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE GROOVE SERVICES.
- Agency Appointment.** Client hereby acknowledges that Groove may enter into agreements in the name and for the benefit of Client for the Third-Party Provider Services, which shall include, at most, the same term length of this Agreement. Client hereby appoints Groove as its agent to enter into such agreements. Further, Client agrees that it shall be fully liable for all obligations and amounts owed under such agreements for Third-Party Provider Services and that Groove may pass through to Client all fees and costs associated with such Third-Party Provider Services Agreements. Client hereby agrees to indemnify and hold Groove, its members, managers, directors, officers and employees harmless from and against and all claims, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of, related to or otherwise in respect of any such agreements entered into by Groove in the name and for the benefit of Client for Third-Party Provider Services.
- Ownership of Equipment.** Until Client has paid Groove the entire balance of the fees related to the Equipment and installation, as provided in the Proposal, including any applicable late fees and interest, Groove retains ownership of any and all equipment or hardware installed at the Client’s location or property. In the event Client fails to make timely payment under this paragraph, Groove retains the right to file and record liens, or repossess any and all equipment installed at the Client’s location and Client acknowledges and agrees to pay Groove all of the costs, fees, and expenses incurred in repossessing any equipment. When applicable, you hereby grant to us a security interest in the equipment, and all proceeds, as security for all of your indebtedness and obligations owing under this Agreement. You grant us the irrevocable right to make such filings under the Uniform Commercial Code or other law naming you as debtor as we deem necessary to establish on a precautionary basis or otherwise to establish or perfect our interest in the equipment or hardware.

11. **Pass Through of Provider Fees.** This transaction evidenced by the Agreement may provide for the collection of the Third-Party Provider fees ("Provider Fees") owed by Client to a Third-Party Provider ("Third-Party Provider") as a matter of administrative convenience only which Provider Fees are simply passed through to the Third-Party Provider if and to the extent collected by Groove. When applicable, each Total Monthly Fee combines amounts owed to Groove with the Provider Fees owed Third-Party Providers but except as otherwise specifically set forth in the Agreement, Client's obligations with respect to the Provider Fees are governed solely and exclusively by the Third-Party Provider Service Agreement. Client's obligations with respect to all Monthly Fees and any Additional Fees owed to Groove is governed solely and exclusively by this Agreement. Client acknowledges that either Groove or Third-Party Provider may terminate this pass through billing arrangement at any time without liability to Client for doing so. Client understands and agrees that so long as the pass through billing arrangement remains in effect all amounts received by Groove may be applied by Groove first to amounts owed by Client to Groove under this Agreement, with any balance passed through to Third-Party Provider and then only so long as no event of default has occurred and is continuing under this Agreement. Unless otherwise expressly stated in any payoff notice, if applicable, any payoff amount quoted by Groove shall not be deemed to include any Provider Fees then due and owing or to become due, and Client's obligation to pay such Provider Fees (if any) shall survive any such payoff to Groove. In the event this Agreement is terminated, then the pass through billing arrangement with respect to Provider Fees shall be deemed to automatically terminate (unless otherwise expressly agreed in writing by Groove).

12. **Default; Remedies; Collections.** If any one of the following events occurs, Client ("you") will be in default and Groove ("we") can exercise any of the remedies described below: (i) you fail to pay any Payment or other amount due under this Agreement when due, (ii) you materially breach any Section of this Agreement and fail to cure the breach within thirty (30) days' notice, (iii) you cease doing business as a going concern, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due or are insolvent, or you file or have filed against you a petition under the Bankruptcy Code, (iv) you breach any covenant contained in this Agreement or any representation or warranty made in connection with this Agreement was false or misleading when made, or (v) any guarantor of this Agreement defaults on any obligation to us or any of the above-listed events of default occur with respect to any guarantor. Upon the occurrence of a default, we may at our option do any or all of the following: (a) by notice to you, terminate this Agreement, including access to the Groove Services; (b) declare all owed sums due hereunder immediately due and payable together with any owed collection charges or interest; (c) exercise any other right or remedy which may be available to us under the applicable law including without limitation the right to recover damages for breach hereof. If Groove is required to enforce the Agreement, Client is responsible for reimbursing Groove for all costs Groove incurs including its attorneys' fees. The rights afforded Groove in this Agreement are in addition to any rights or remedies provided by law. The selection of one remedy does not preclude the exercise of any other remedy. A waiver of default will not be a waiver of any other or subsequent default. Should either party bring litigation or similar action against the other under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

13. **Notices and Addresses.** The parties agree and represent that the addresses and phone numbers listed in this Agreement are accurate as of the date of this Agreement and represent contact information where Groove can direct billing and invoicing questions. If billing and invoicing questions should not be directed to the address and phone number identified below, Client agrees to provide Groove, in writing, the contact information where billing and invoicing questions may be directed. Any notice(s) under this Agreement shall be sent to the addresses listed below or in the Proposal.

14. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF UTAH IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND YOU AGREE THAT NEITHER YOU NOR GROOVE WILL BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY SUCH ACTION OR PROCEEDING. YOU WAIVE ANY OBJECTION BASED ON IMPROPER VENUE AND/OR FORUM NON CONVENIENS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

15. **Force Majeure.** Groove shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any applicable law, acts of god, strike, embargo, terrorist attack, war, physical or electronic sabotage, embargo, earthquake, fire, explosion, flood, drought, severe weather, natural disaster, supplier failures, power failure, internet or communications failures, Third-Party provider services failures, denial-of-service attacks, epidemics, pandemics, public health emergencies, strikes or other labor issues, supply issues, travel bans, acts of government or governmental agencies, insurrection or riot or other causes beyond Groove's reasonable control. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

16. **Entire Agreement; Authority; Assignment.** The terms and conditions contained herein supersede all prior oral or written understandings or agreements between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement, including the attached Proposal and any Change Orders subsequently agreed to in writing by authorized representatives of both parties (in the form of the attached to the Proposal), shall not be modified or amended except in writing signed by authorized representatives of the parties. The individuals who execute this Agreement represent and warrant that: (1) they are duly authorized to execute this Agreement on behalf of Client and Groove, as the case may be; (2) that the parties named are all the necessary and proper parties; and (3) that no other signature, act or authorization is necessary to bind the parties to the provisions of this Agreement. Client agrees that it will not assign or transfer its rights or obligations under this Agreement without Groove's prior written consent. We may assign this Agreement, in whole or in part, without notice to you or your consent. Without limiting the foregoing, Client acknowledges and agrees that Groove may assign its rights and obligations under this Agreement as necessary to provide the Groove or Third-Party Services.

17. **Successors; Severability; Counterparts.** The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Groove and Client and, except as otherwise provided in this Agreement, to their respective heirs, distributees, executors, administrators, successors and assigns. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and when combined together shall constitute one and the same instrument. Any facsimile or copies of original signatures (including those in electronic medium, such as .pdf, .tif or other electronic files) shall be considered and treated as if they were original signatures.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date first written above.

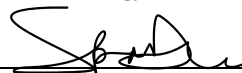
"Client"



Signature: John O'Brien
Name: Chief Administrative Officer
Title:

"Groove"

Groove Technology Solutions, Inc.



Signature: Skipper Dean
Name: General Counsel
Title: