



**My Junna, LLC**  
**Master Service Agreement**  
**April 1, 2019**



## My Junna, LLC Master Service Agreement

This Master Service Agreement (“Agreement”) by and between Client as identified and My Junna, LLC (“Junna”) located at the address set forth below, is effective as of the date specified (the “Effective Date”). The parties agree as follows:

1. **Performance of Services:** Junna shall provide the Information Technology services set forth in the Statement of Work (“SOW”) and any subsequent schedules executed by the parties. Each SOW shall set forth the type of services to be performed and the related fees. Fees shall be subject to change by Junna upon notice to Client. Any fee estimates provided for work to be billed on an hourly or daily basis are for informational purposes only. Client agrees to pay for the actual services provided by Junna at the specified rate.
2. **Fees and Payment:** Client agrees to pay all fees specified on each SOW. All payments shall be made in U.S. dollars and will be due on Client’s receipt of the applicable invoice. Junna may bill in advance for any recurring services. Client shall be responsible for all taxes, withholdings, duties and levies arising from the services (excluding taxes based on the net income of Junna). Junna shall have the right to suspend service if a Client has failed to pay any invoice within thirty (30) days of receipt.
3. **Limited Warranty:**
  - a. Junna warrants for a period of thirty (30) days following delivery (the “Warranty Period”) that all services will be performed in a professional manner in accordance with generally applicable industry standards. Junna’s sole liability (and Client’s exclusive remedy) for any breach of this warranty shall be for Junna to re-perform any deficient services, or, if Junna is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Junna shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of a third-party hardware or software, the actions of Client or some other party or is otherwise caused by factors outside the reasonable control of Junna.
  - b. THIS SECTION IS A LIMITED WARRANTY AND SET FORTH THE ONLY WARRANTIES MADE BY JUNNA. JUNNA MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, A PARTICULAR PURPOSE OF NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY JUNNA. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.
4. **Liquid damages for hiring, Junna Care Employees/Subcontractors:** If, during the term of this Agreement or for twelve months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of Junna (or ex-employee within six months of the employee’s termination of Junna) who has provided services to Client on behalf of Junna, Client agrees that Junna will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such Junna employee hired by Client, Client will pay Junna Twenty Thousand Dollars (\$20,000) as liquid damages. Notwithstanding the foregoing, for the purpose of this section, “employee of Junna” shall include only employees of Junna who provide services to Junna customers and shall include other independent contractors of Junna who provide services to Junna itself.



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5. **LIMITATION OF LIABILITY:** JUNNA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF INCREASED EXPENSE OF USE CLIENT OR ANY THIRD PARTY INCURS), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY. EVEN IF JUNNA CARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. JUNNA CARE IS NOT RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT WILL THE AMOUNT CLIENT MAY RECOVER UNDER THIS AGREEMENT EXCEED THE TOTAL PAYMENT MADE TO JUNNA CARE BY CLIENT PURSUANT TO THIS AGREEMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT INCLUDE PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF JUNNA.
6. **Intellectual Property Ownership:** Junna retains all rights, title, interest and ownership of, any and all Intellectual Property including without limitation all patents, inventions, trademarks, service marks, trade names, copyrights and copyrightable work, trade secrets, know-how, product design and layout, database design and layout. Except for the rights expressly granted to Client in this Agreement, all such Services and other material that are provided or made available, and all work product that is developed, under this Agreement, all modifications, customizations, compilations, and derivative works thereof, and all intellectual property and proprietary rights pertaining hereto, and shall remain the property of Junna and its respective licensor, and to the extent any rights of ownership in any such materials, works, or right might for any reason, otherwise vest in Client, Client hereby expressly assigns such ownership rights to Junna.
  - a. Junna confirms that it has all the rights necessary to provide the IT services described herein and has the ability to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
7. **Confidential and Proprietary Information:** Each party agrees that all know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Agreement, the Receiving Party's nondisclosure obligation shall not apply to information that (i) was known to it prior to receipt of the Confidential Information, (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from the third party; (iv) is required to be disclosed pursuant to a regulation, law or court order.
  - a. Any templates, agreements, processes, technical or product documentation provided by Junna shall be deemed Confidential Information and proprietary information of Junna without any marking or further designation. Client may use such information solely for its own internal business purposes.
  - b. Junna shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with HIPAA law, and shall not release such information, to any other person or entity, except as required by law.



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8. **Independent Contractor:** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
9. **Assignment:** This agreement may not be assigned by Client without the prior written consent of Junna but may be assigned by Junna
  - a. Pursuant to a merger or change of control or
  - b. To an assignee of all or substantially all of Junna's assets. Any purported assignment in violation of its section shall be void.
10. **Electronic Signature:** This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement. Unless otherwise noted, signature of the SOW shall also serve as signature or agreement to this Agreement. In addition, it is agreed that use of Junna services by the Client shall be deemed signature or agreement to the terms of this agreement.
11. **Disputes; Governing Law, Arbitration:** Ohio law will govern and enforce this Agreement. Any litigation or arbitration between Client and Junna will take place in any state court located within Franklin County, Ohio or general court within the Central District of Ohio. Client and Junna waive any objection to personal jurisdiction or venue in any forum located in those jurisdictions. Except for a claim of payments of amounts due, no action, regardless of form, arising out of this Agreement may be brought by either party against the other more than one year after the cause of action has arisen. At the option of either Client or Junna, any disputes arising from or with respect to this Agreement will be decided by arbitration by the American Arbitration Association in accordance with its Commercial rules. At the request of either party, proceedings may be conducted in secrecy.
12. **Complete Understanding Modifications:** This Agreement, including any and all Attachments, SOWs and Schedules attached hereto, constitutes the full and complete understanding and agreement between Client and Junna and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both Client and Junna.
13. **Waiver and Severability:** Waiver or failure by either party to exercise in any respect and right provided for in the Agreement will not be deemed a waiver for any further right under this Agreement. If any provision of this agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect.
14. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under this agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of license by the government insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.



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15. **Notice and Reports:** Any notice or report hereunder shall be in writing to the notice address set forth below and shall be deemed given:

- a. Upon receipt if by personal delivery.
- b. Upon receipt if sent by certified or registered U.S. mail (return receipt requested); or
- c. One day after it is sent if by next day delivery by a major commercial delivery service.

My Junna, LLC  
DBA My Junna  
DBA Junna Care  
4700 Reed Road, Suite J  
Columbus, Ohio 43220