

CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 30th day of June 2022 (the "Effective Date") by and between **JACKSON SPALDING, INC.**, a Georgia corporation ("Agency"), and **GEORGIA DEPARTMENT OF HUMAN SERVICES**, a Georgia state agency ("Client"). Agency and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Agency is engaged in the business of providing communications and creative services for clients; and

WHEREAS, Agency and Client desire to enter into this Agreement for the purpose of establishing the terms and conditions pursuant to which Agency will provide certain services to Client;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Client agree as follows:

1. Services.

(a) Agency shall provide Client the public relations, design, marketing, digital and/or creative services described in **Exhibit "A"** attached hereto (the "Services") in accordance with the terms and conditions of this Agreement.

(b) Specific descriptions of the Services shall be set forth in one or more Statements of Work (each, an "SOW") and shall be provided in accordance with the terms and conditions of this Agreement and each SOW. In the event that Client desires Agency to perform services in addition to or beyond the scope of the Services ("Additional Services"), such Additional Services may be set forth in one or more SOWs. Each SOW shall include the following information, if applicable:

- (i) a description of the Services to be performed;
- (ii) the date upon which the Services shall commence and the term of such SOW;
- (iii) the names of the Agency contact and any key personnel involved in the performance of the Services;
- (iv) the fees to be paid to Agency under the SOW as consideration for the performance of the Services if different from the fee structure set out in Section 3 hereof;
- (v) any criteria for completion of the Services, including acceptance criteria by Client for the Services performed; and
- (vi) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such SOW.

Any Additional Services shall be performed in accordance with the terms and conditions of this Agreement and the applicable SOW. Any Additional Services performed by Agency pursuant to an SOW shall be deemed Services performed under this Agreement.

2. Term.

(a) Initial Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of twelve (12) months (the "Initial Term") unless sooner terminated as provided in Section 10 hereof.

(b) Renewal. Upon the expiration of the Initial Term, this Agreement may be renewed for successive twelve (12) month terms upon notice from Client that Client wishes to renew the Agreement (each, a "Renewal Term" and, together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term(s) pursuant to this Section 2(b), the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If Client does not provide timely notice of its intent to renew this Agreement, this Agreement shall terminate upon the expiration of the then-current Term.

3. Fees and Expenses.

(a) Fees. In consideration of the provision of the Services by Agency and the rights granted to Client under this Agreement, Client shall pay to Agency the fees set forth under the applicable SOW. Provided, however, that the Maximum Funds that Client may be charged for the Services during the Initial Term may not exceed \$5,000,000.

(b) Expenses.

(i) Third Party Charges. Client shall reimburse Agency for all third-party charges of suppliers of services, deliverables or other materials required by Agency to provide the Services together with Agency's standard management fee to compensate Agency for the coordination of such services, materials and the associated vendors, provided that Agency shall obtain Client's prior consent for an such third-party charges. Such charges shall be included in each SOW.

(ii) Travel and Incidental Expenses. Client shall reimburse Agency for all reasonable travel and out-of-pocket expenses incurred by Agency (including, without limitation, overnight courier packages, messengers, web hosting services and color photocopies) in connection with the performance of the Services; provided that Agency shall obtain Client's prior consent for any out-of-pocket expenses. Such expenses shall be described in each SOW.

(iii) Media Buying. Agency shall issue invoices for media purchases immediately upon approval by Client. Client shall pay all such invoices within thirty (30) days of the date of the invoice, unless sooner indicated by Agency as required to meet a deadline. On all media purchased by Agency on behalf of Client, Agency shall invoice Client a gross amount which, after deduction of Agency's cost, will yield Agency fifteen percent (15%) of such gross amount as agency commission.

(iv) Sequential Liability. Agency shall be solely liable for payment of any third party invoices only if Client has pre-approved and agreed to such charges in advance.

(v) Technology Infrastructure. Client shall be solely responsible for the security of its systems and agrees to maintain appropriate protections, including insurance coverage for cyber-attacks and data breaches.

(c) Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind lawfully imposed on Client. As a government agency, Client is tax-exempt.

4. Payment Terms.

(a) Payment. Agency shall issue invoices to Client for all amounts due and owing under this Agreement other than media purchases (which shall be invoiced as the same are incurred) as deliverables are completed as described in the SOW. Client shall pay all invoiced amounts due to Agency within thirty (30) days from the date of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer. Agency's wiring instructions are attached hereto as Exhibit "B".

(b) Invoice Disputes. Client shall notify Agency in writing of any dispute with any invoice (along with a reasonably detailed description of the basis for the dispute) within twenty (20) days from the date of such invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

(c) No Right of Set-off. Client shall not withhold payment of any amounts due and payable under this Agreement by reason of any set-off of any claim or dispute with Agency.

5. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Agency in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Client, provided that Client has paid Agency all amounts due for such Services and Deliverables. Agency agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client.

(b) In each case in which documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Agency in connection with performing the Services were developed or acquired by Agency before the commencement or independently of this Agreement (collectively, the "Agency Property"), Agency and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest, including all Intellectual Property Rights therein. Agency hereby grants Client a royalty-free, perpetual, non-exclusive, non-transferable license to use the Agency Property solely to the extent integrated into the Deliverables and without modification.

6. Confidentiality.

(a) From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include

information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 6 by the Receiving Party; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable federal, state or local law (including the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.), regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

(b) The Receiving Party agrees:

(i) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction;

(ii) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement, or, in the case of Client, to make use of the Services and Deliverables; and

(iii) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the Disclosing Party.

(c) If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(ii) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information, which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

(d) Nothing in this Agreement shall prevent either Party from using any general methodologies or know-how contained in the unaided memory of such Party's personnel developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section 6.

7. Indemnification.

(a) Agency Indemnification. Agency shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (collectively, "Client Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, of whatever kind, including

reasonable attorney's fees (collectively "Losses"), that are incurred by Client Indemnitees, or any of them, resulting from a claim that any of the Services or Deliverables or Client's receipt or use thereof infringes on any Intellectual Property Right of a third party; provided, however, that Agency shall have no obligation under this Section 7(a) with respect to Losses arising out of or resulting from:

(i) any documents, data, know-how, methodologies, software, instruction, information, designs, specifications or other materials of any kind provided to Agency by or on behalf of Client (collectively, "Client Materials");

(ii) use of the Deliverables in combination with any materials or equipment not supplied to Client or specified by Agency in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or

(iii) any modifications or changes made to the Deliverables by or on behalf of any entity or person other than Agency or Agency's personnel.

(c) Exceptions. Notwithstanding anything to the contrary in this Agreement, Agency is not obligated to defend, indemnify, or hold harmless Client against any claim if such corresponding Losses arise out of or result from Client's: (i) negligence or more culpable act or omission; (ii) bad faith failure to comply with any of its obligations set forth in this Agreement; or (iii) use of the Deliverables in any manner not otherwise authorized under this Agreement.

(d) Indemnification Procedures. Client shall promptly notify Agency in writing of any claim and cooperate with Agency at the Agency's sole cost and expense. Agency shall immediately take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at Agency's sole cost and expense. Agency shall not settle any claim in a manner that adversely affects the rights of Client without Client's prior written consent, which shall not be unreasonably withheld or delayed. Client's failure to perform any obligations under this Section 7(d) shall not relieve Agency of its obligations hereunder, except to the extent that Agency can demonstrate that it has been materially prejudiced as a result of such failure. Client may participate in and observe the proceedings at its own cost and expense.

8. Limitation of Liability.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL AGENCY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO AGENCY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Disclaimer of Warranties. AGENCY MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES REGARDING THE RESULTS OR PERFORMANCE OF THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR

VOLUME OF BUSINESS THEY WILL GENERATE, THE LEVEL OR TONE OF MEDIA COVERAGE, THE NUMBERS OF PODIUMS, OR THE PLACEMENT OF ANY DELIVERABLES FOR WHICH AGENCY HAS NOT SPECIFICALLY CONTRACTED WITH A THIRD PARTY. AGENCY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, THE DELIVERABLES, OR THIS AGREEMENT. AGENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. Termination.

(a) For Convenience. Either Party, in its sole discretion, may terminate this Agreement at any time after the first ninety (90) days of the Initial Term, without cause, by providing at least sixty (60) days' prior written notice to the other Party.

(b) With Cause. This Agreement may be terminated before the expiration date of the Term on written notice:

(i) by Agency, if Client fails to pay any amount when due hereunder and such failure continues for fifteen (15) days after Client's receipt of written notice of nonpayment;

(ii) by either Party, if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching Party's receipt of written notice of such breach; or

(iii) by either Party, if the other Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

(c) Upon expiration or termination of this Agreement for any reason, Agency shall promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid.

(d) The rights and obligations of the Parties set forth in this Agreement which, by their nature, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

11. Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment of the other Party. 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 11, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach hereof.

12. Public Announcements. With the prior written approval of Client, Agency may publicly disclose the business relationship between Agency and Client by issuing press releases, making public statements, or otherwise communicating with the media, and include Client's name in Agency's roster for

the purpose of further business development efforts. Agency may also request Client's participation in additional activities, such as success stories, references, case studies and public relations initiatives.

13. Reserved.

14. Force Majeure.

(a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God, flood, fire or explosion, war, invasion, riot or other civil unrest, actions, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, compliance with any law or governmental order, rule, regulation or direction or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent, shortage of adequate power or telecommunications or transportation facilities, or any other event which is beyond the reasonable control of such Party (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(b) The non-affected Party may terminate this Agreement and/or any affected SOW if such failure or delay continues for a period of thirty (30) days or more.

15. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Agency at the address indicated below and to Client at the address set forth on the signature page of this Agreement (or such other address for a Party as shall be specified in a notice given in accordance with this Section 15):

If to Agency: Jackson Spalding, Inc.
 1100 Peachtree Street NE 18th Floor
 Atlanta, Georgia 30309
 Attention: M. Todd Croom, Chief Financial Officer

If to Client: Georgia Department of Human Services
 2 Peachtree Street, 19th Floor
 Atlanta, Georgia 30303
 Attention: Candice Broce, Commissioner

16. Entire Agreement. This Agreement, together with all Exhibits and SOWs and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

17. Assignment. Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Amendment; Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia. Venue for any dispute arising out of this Agreement shall be the Superior Court of Fulton County, Georgia.

20. Equitable Relief. Each party acknowledges that a breach by a Party of Section 5 (Intellectual Property), Section 6 (Confidentiality) or Section 11 (Non-Solicitation) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party may seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

AGENCY:

JACKSON SPALDING, INC., a Georgia corporation

By: M. Todd Croom
Name: M. Todd Croom
Title: Chief Financial Officer

CLIENT:

GEORGIA DEPARTMENT OF HUMAN SERVICES, Georgia state agency

By: Matthew Krull
Name: Matthew Krull
Title: Deputy Chief of Staff

EXHIBIT "A"

Services

Agency shall provide Client certain communications management services as and when such services are needed. Agency and Client each acknowledge that the precise scope of the Services will evolve and depend upon facts and circumstances that are not entirely foreseeable as of the date of this Agreement. The initial Services are anticipated to include, but are not limited to:

- Public Relations
- Communications Strategy
- Media Relations Support
- Research
- Media relations support
- Crisis communications planning and issues management
- Ongoing communications assistance
- Graphic design
- Photo/video support
- Speaker coaching
- Web design and development
- Social media strategy and development

Specific scope and budget shall be submitted to and approved by Client in writing prior to start of work. Any change to the scope project that could exceed the agreed upon budget shall be submitted and approved by client in writing prior to start of work. Email correspondence will be used to transmit and obtain this approval.

Additional Services:

Any additional work and budget shall be set forth in one or more Statements of Work and executed by both Client and Agency.

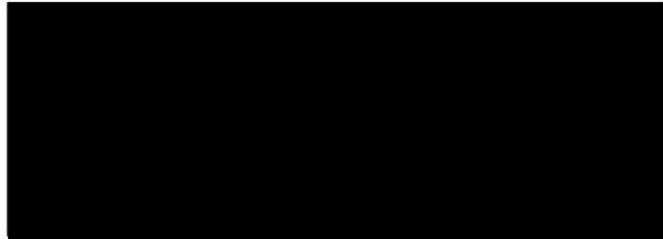
EXHIBIT "B"

Invoices may be paid by check, payable to Jackson Spalding and sent to:

Jackson Spalding, Inc.
1100 Peachtree St. NE, Suite 1800
Atlanta, GA 30309

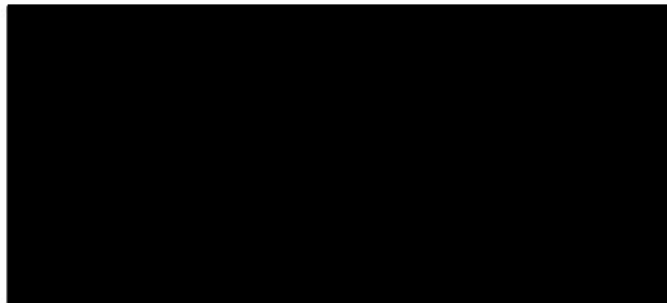
Or,

ACH DOMESTIC TRANSFER INSTRUCTIONS



INTERNATIONAL WIRE TRANSFER INSTRUCTIONS

Wire funds to:



CLIENT ALERT: PAYMENT PROCESSING OR BANKING CHANGES

PLEASE NOTE: Jackson Spalding will never solely use email or text to request changes to payment processes or banking accounts. If you receive a request to make any changes to our financial arrangements, please disregard it and notify your Jackson Spalding team immediately. We will connect with you directly via phone call to discuss any modifications.