



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of March 7, 2025 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Oklahoma County Criminal Justice Authority ("Client"), located at 320 Robert S. Kerr Avenue, Oklahoma City, OK 73102, collectively referred to herein as the "Parties".

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately



upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **INDEMNIFICATION.** To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified party's failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD



KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-



know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its



permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT:	To Client:
Name: MGT Impact Solutions, LLC	Name: Oklahoma County Criminal Justice
Authority	
ATTN: Legal Notice/Contracts	ATTN: [REDACTED]
Address: 4320 West Kennedy Blvd.	Address 320 Robert S. Kerr Avenue,
Tampa, FL 33609	Oklahoma City, OK 73102
Email: contracts@mgt.us	Email: [REDACTED]

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality,



and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. **ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT’s performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC

**OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY**

Name: A. Trey Traviesa

Title: CEO

Date:

Name:

Title:

Date:



EXHIBIT A STATEMENT OF WORK

As of March 7, 2025 (“Effective Date”), **MGT Impact Solutions, LLC (“MGT”)** and **Oklahoma County Criminal Justice Authority (“Client”)** execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated March 7, 2025.

1. PROJECT

MGT will perform a cost analysis to include all allowable costs of the jail and to determine the daily inmate per diem rate from intake to release based on the overall inmate population at the Oklahoma County Detention Center. This analysis will be based on actual costs and inmate population statistics from FY 2024.

2. SCOPE

MGT will perform the following Services for the Client:

- **First Day Fee.** This analysis will identify the cost incurred during the first day in the detention center for an inmate. Costs will include, booking, classification and other relevant costs, including one day of housing.
- **Per Diem Fee.** This analysis will identify the average cost of housing inmates in the detention center for subsequent days after the first day.
- **Prepare a report summarizing the new proposed daily inmate per diem rate for presentation to the Oklahoma County District Judge. Provide testimony in support of the cost analysis if needed.**

3. PERIOD OF PERFORMANCE/PROJECT TIMELINE

The term of this Statement of Work begins on the Effective Date and terminates upon project completion.

4. COMPENSATION AND REIMBURSABLE EXPENSES

A. **Fee.** The flat fee for the Services described above is \$8,650.00.

B. **Expenses.** If MGT is required to travel for provision of Services, MGT must obtain prior written authorization from Client for reimbursement of actual expenses.

5. INVOICING AND PAYMENT

The fixed fee for professional services will be invoiced upon completion of the project.

Payments are due within thirty (30) days of receipt of invoice.

Signatures on following page.



MGT IMPACT SOLUTIONS, LLC

**OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY**

Name: A. Trey Traviesa

Title: CEO

Date:

Name:

Title:

Date: