MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "**Agreement**") is made and entered into effective as of (the "**Effective Date**") by and between EPC Group, This MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into effective as of (the "Effective Date") by and between (hereinafter referred to as "**Stryker**"), and EPC Group, with an address at 5090 Richmond Ave, Suite # 336, Houston, Texas 77056 ("**Contractor**"). Stryker Corporation and each of its Affiliates added as additional buyers in accordance with the terms set forth herein are referred to herein collectively as "**Stryker**". The term "**Affiliate**" shall mean any corporation, company or other entity controlled by, controlling, or under common control with Stryker Corporation. For purposes of this definition, "**Control**" means the direct or indirect ownership of more than fifty percent (50%) of the shares of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority) or more than fifty percent (50%) interest in the income of such entity. Such entity shall be deemed to be an Affiliate only so long as such control exists. Stryker and Contractor are referred to herein collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS, Contractor has expertise in SharePoint governance and offers certain consulting services in connection therewith; and

WHEREAS, Stryker desires to retain Contractor to perform such services (as more particularly defined herein) subject to the terms and conditions set forth herein; and

WHEREAS, it is the intention of the Parties to establish this Agreement to govern the respective rights, duties and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual promises and benefits made and contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services.

1.1. *Statements of Work.* For each Affiliate of Stryker that desires to receive services from Contractor under this Agreement, an individual Statement of Work ("**SOW**") with accompanying pricing shall be appended to this Agreement by written amendment as mutually agreed upon by the parties. Each SOW shall be subject to the terms and conditions of this Agreement. Contractor shall perform only those services that are described in a Statement of Work ("**SOW**") executed by the Parties in a form substantially similar to the sample SOW attached hereto as **Exhibit A** (the "**Services**"), as may be amended from time to time by the mutual written agreement of the Parties. Unless otherwise provided in the SOW, (a) all Services performed hereunder shall be performed solely by Contractor, and (b) Contractor shall furnish, at Contractor's own expense, all materials, equipment, vehicles, tools and supplies necessary to perform the Services. Each SOW shall be executed and delivered on behalf of each of the Parties hereto, whereupon it shall be deemed incorporated into this Agreement by reference. Stryker shall specify in each SOW its designated representative for the specification, approval and acceptance of the Services to be provided under the applicable SOW.

1.2. *Change Orders.* Stryker may, at any time, request changes to the Services specified in a SOW. Change requests shall conform to the Change Order structure and form as set forth in **Exhibit B**. Each such Change Order shall be executed by authorized representatives of both Stryker and Contractor and shall be deemed an amendment to the applicable SOW. All such changed Services shall be performed pursuant to the terms of this Agreement.