

STEPHEN BROLLY

On August 8, 2022, the Company terminated Mr. Brolly's CIC agreement dated April 2, 2018, and entered into an employment agreement with Mr. Brolly for three-year terms that renew automatically for successive one-year periods unless either party provides at least 60 days' notice of non-renewal.

Under the employment agreement, Mr. Brolly is entitled to a base salary of \$475,000 and an annual bonus in such amount and based upon such formulae and criteria as may be determined by the Company.

Mr. Brolly is also eligible to participate in the Company's employee benefit plans in a comparable manner as other executives, to use a Company car and to receive reimbursement or payment of professional development dues, professional organization membership costs, country-club dues, and business-related travel expenses.

Under the terms of the employment agreement, Mr. Brolly is subject to indefinite obligations of confidentiality and non-disparagement, and is prohibited, subject to certain geographic limitations, from soliciting Company customers or employees for two years after termination of employment.

If Mr. Brolly's employment is terminated by the Company without Cause or by Mr. Brolly for Good Reason, and such termination does not occur within 24 months following a CIC, then, subject to Mr. Brolly's entry into a valid release of claims in favor of the Company, Mr. Brolly will be entitled to receive two times the sum of (i) his then-current base salary, and (ii) the average STIP bonus he received in the three calendar years immediately preceding termination, to be paid in equal monthly installments over the 24 months following termination. The Company will also pay the cost of Mr. Brolly's premiums for continued participation in the Company medical hospitalization insurance program under COBRA for up to 24 months following termination, or, if doing so would cause the plans to provide discriminatory benefits, the Company will make monthly cash payments to Mr. Brolly in an amount equal to the premium payments.

If Mr. Brolly's employment is terminated by the Company without Cause or by Mr. Brolly for Good Reason, and such termination occurs within 24 months following a CIC, then, subject to a valid release of claims in favor of the Company, Mr. Brolly will be entitled to the sum of (i) two times his then-current base salary, and (ii) two times the average STIP bonus paid to him in the three calendar years immediately preceding the CIC, with such total amount reduced pro-rata for each full month that has elapsed between the CIC and the termination. The amount will be paid in a lump sum within sixty days of termination subject to certain limited exceptions. The Company will also pay the cost of COBRA premium-payments for a maximum of 12 months.

Mr. Brolly will also be entitled to the benefits described above in *"Supplemental Executive Retirement Plan and Executive Supplemental Income Agreement"* under his Supplemental Executive Salary Retirement Agreement, including benefits upon termination in connection with a CIC.