

TREYSTA, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between **TREYSTA, LLC**, a Pennsylvania limited liability company that maintains an office for business at 55 North 5th Street, Gettysburg, Pennsylvania 17325 (“us”, “our”, “we” or “**TREYSTA**”), and you, the entity whose name, authorized signatory and contact information appear in the signature block of this Agreement (“you”, “your” or “**Client**”).

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs all of the services that we perform (collectively, the “Services”). The Services will be described in one or more statements of work that we provide to you (each, a “SOW”). Once you and we sign a SOW, the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference or conflict between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

It is agreed any and all Services requested by Client that fall outside of the terms of this Master Service Agreement will be considered Projects, and will be quoted and billed as separate, individual Services in subsequent SOW’s.

- 2) **DEFINITIONS.** The terms in this section will have the meanings listed below; other terms may be defined within the context of this Agreement.

- a) “*Authorized Contact*” means that person designated by a party to receive and provide instructions and directions concerning the Services.
- b) “*Client-Side Downtime*” will have the meaning described in Section 9(a)(ii), below.
- c) “*Confidential Information*” will have the meaning described in Section 10(a), below.
- d) “*Effective Date*” means the latest date of the signatures of the parties below.
- e) “*Hard Costs*” will have the meaning described in Section 8(a), below.
- f) “*Minimum Requirements*” means the minimum hardware and software infrastructure that must be supplied and maintained by you at all times in order for TREYSTA to provide the Services to you.
- g) “*Response Time*” will have the meaning described in Section 9(a), below.
- h) “*Onboarding Exception*” will have the meaning described in Section 9(b), below.
- i) “*System*” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored or operated by TREYSTA pursuant to this Agreement.
- j) “*System Malfunction*” will have the meaning described in Section 8(b)(i), below.
- k) “*Term*” will have the meaning described in Section 8, below.
- l) “*Third Party Products*” will have the meaning described in Section 6(a), below.
- m) “*Updates*” means patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software and/or hardware devices.
- n) “*TREYSTA Equipment*” will have the meaning described in Section 8(d), below

- 3) **GENERAL REQUIREMENTS.**

- a) *System Architecture.* Our fees are based upon the configuration of your System as of the effective date of the applicable SOW. If the System configuration changes, then we reserve the right to adjust the scope of services and/or the fees charged to you under the applicable SOW to accommodate those changes.
- b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain Minimum Requirements in a SOW, you agree to do so as an ongoing requirement of TREYSTA providing its Services to you.
- c) *Maintenance; Updates.* If Updates are provided under a SOW, TREYSTA will install Updates only if TREYSTA has determined, in its reasonable discretion, that the Updates will be compatible with the particular configuration of the System. TREYSTA will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer’s or applicable vendor’s instructions.
- d) *Third Party Support.* If, in TREYSTA’s discretion, a hardware or software issue requires vendor or OEM support, TREYSTA may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$75, TREYSTA will obtain your permission before incurring such expenses on your behalf.
- e) *Insurance.* If you are supplied with TREYSTA Equipment, you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. TREYSTA shall be listed as an additional insured on any policy acquired and maintained by you hereunder, and the policy shall not be canceled or modified without prior notification to TREYSTA. Upon TREYSTA’s request, you agree to provide proof of insurance to TREYSTA, including proof of payment of any applicable premiums or other amounts due thereunder.

f) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For illustrative purposes, such advice or directions may include installing cooling mechanisms or environmental controls in a server room, or increasing the System's server or hard drive capacity, etc.). You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. TREYSTA will not be responsible for any System downtime caused by your failure to promptly follow TREYSTA's advice or directions. Any services required to correct or remediate issues caused by your failure to follow TREYSTA's advice or directions, as well as any services required to bring the System up to the Minimum Requirements, will be billed to you at TREYSTA's then-current hourly rates.

g) *Authorized Contact(s).* You understand and agree that TREYSTA will be entitled to rely on any directions or consent provided to TREYSTA by any of your Authorized Contacts. If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify TREYSTA of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

4) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay TREYSTA on an hourly basis pursuant to TREYSTA's standard hourly rate schedule, which will be provided to you prior to the commencement of Services.

a) *Schedule.* Unless otherwise stated in a SOW, for Managed Service Agreements, generally you will be billed on or before the 25th day of the month preceding the month in which Services are to be provided. All hardware, software and materials will be invoiced at time of purchase on a net ten (10) day basis. All labor will be progressed billed. Projects will be subject to the same terms, unless otherwise outlined in the quote. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided or at time of purchase for products and projects. For prepaid fees (such as fees for prepaid blocks of hours) or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are expressly stated in the SOW.

b) *Nonpayment.* Fees that remain unpaid for more than twenty-five (25) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. TREYSTA reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by TREYSTA. All disputes related to fees must be received by us within forty five (45) days after the applicable Service is rendered or the date on which you receive an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you in the event that TREYSTA suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

5) **ACCESS.** You hereby grant to TREYSTA the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System for the purpose of enabling TREYSTA to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for TREYSTA to provide Services to the System and, if applicable, at your designated premises.

6) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**

a) *Hardware / Software Purchased Through TREYSTA.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through TREYSTA ("Third Party Products") are nonrefundable once the applicable purchase order is placed in TREYSTA's queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between TREYSTA and you (including but not limited to implied warranties).

Third Party Providers(s). To enhance the Service Offerings provided by TREYSTA to Client, TREYSTA may utilize third-party providers for certain services. In addition to TREYSTA, Client MAY BE legally bound to the third-party provider's Terms and Conditions. The third-party provider and link is available at the end of this document, Addendum A. Client may also be subject to and any other agreements and documents presented by the third-party provider that are required to provide the services, each as amended by the third-party provider from time to time.

The links are being provided as a courtesy, CLIENT should monitor the links for the 3rd Party Providers to determine if they have the most current Terms and Conditions.

Third Party Providers may be changed/replaced during the service period and are updated via <https://www.teamtreysta.com/msa>. Please see attached Addendum A, which includes, but is not limited to, TREYSTA's third party vendors for products and services.

b) *Limitations.* In no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits (except for fees due and owing to TREYSTA), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages. Except for your payment obligations and each party's indemnification obligations described in this Agreement, each party's aggregate liability to the other for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort or negligence, shall be limited to an amount not to exceed the amount of fees paid by you to TREYSTA for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are the result of an aggrieved party's willful misconduct or gross negligence. It is understood and agreed that the costs of hardware or software (if any) provided to Client under this Agreement shall not be included in the calculation of the limitation of damages described in this paragraph.

- 7) **INDEMNIFICATION. MUTUAL INDEMNIFICATION AND HOLD HARMLESS.** EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW THAT IT SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, SUBCONTRACTORS, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THESE TERMS.

THE PRECEDING INDEMNIFICATION OBLIGATIONS ARE CONDITIONED ON ANY OF THE INDEMNIFIED PARTIES: (I) NOTIFYING THE INDEMNIFYING PARTY PROMPTLY IN WRITING OF SUCH ACTION; (II) REASONABLY COOPERATING AND ASSISTING IN SUCH DEFENSE; AND (III) GIVING SOLE CONTROL OF THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS TO THE INDEMNIFYING PARTY WITH THE UNDERSTANDING THAT THE INDEMNIFYING PARTY MAY NOT SETTLE ANY CLAIM IN A MANNER THAT ADMITS GUILT OR OTHERWISE PREJUDICES THE INDEMNIFIED PARTY, WITHOUT CONSENT

- 8) **TERM; TERMINATION.** This Agreement will begin as of the latest date of the signatures of the parties below, and will continue until terminated as described in this Section (the "Term"). Since this is a master agreement, you may have the option (depending on the circumstances) to terminate individual SOWs without affecting other SOWs that are in-progress.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing, no party will terminate a SOW without cause prior to the SOW's natural expiration date. If you terminate a SOW without cause, then you will be responsible for paying the early termination fee described in the applicable SOW.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If TREYSTA terminates this Agreement or any SOW For Cause, then TREYSTA shall be entitled to receive, and you hereby agree to pay to TREYSTA, (i), a cancellation fee equal to 90 days of the amounts that would have been paid to TREYSTA had this SOW not been terminated prematurely and (ii) all Hard Costs. If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the effective date of termination.
- i) Client Activity As A Basis for Termination. In the event that any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction or requires remediation by TREYSTA on three (3) occasions or more ("System Malfunction"), and you fail to remedy, repair or replace the System Malfunction as directed by TREYSTA (or you fail to cease the activity causing the System Malfunction, as applicable), then TREYSTA will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at TREYSTA's discretion, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- c) *Consent.* You and we may mutually consent, in writing or in an applicable SOW, to terminate a SOW or this Agreement at any time.
- d) *Equipment / Software Removal.* Upon termination of this Agreement for any reason, you will provide TREYSTA with access, during normal business hours, to your premises or any other locations at which TREYSTA-owned equipment or software (collectively, "TREYSTA Equipment") is located to enable TREYSTA to remove all TREYSTA Equipment from the premises. If you fail or refuse

to grant TREYSTA access as described herein, or if any of the TREYSTA Equipment is missing, broken or damaged (normal wear and tear excepted) or any of TREYSTA-supplied software is missing, TREYSTA will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

e) *Transition; Deletion of Data.* In the event that you request TREYSTA's assistance to transition to a new service provider, TREYSTA will provide such assistance if (i) all fees due and owing to TREYSTA are paid to TREYSTA in full prior to TREYSTA providing its assistance to you, and (ii) you agree to pay TREYSTA its then-current hourly rate for such assistance, with up-front amounts to be paid to TREYSTA as may be required by TREYSTA. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, TREYSTA will have no obligation to store or maintain any Client data in TREYSTA's possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** TREYSTA will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, TREYSTA's deletion of your data beyond the time frames described in this Section 8(e).

f) Termination of contract with Treysta, LLC excludes termination of monthly recurring services that may have a multi-year commitment. Clients will continue to receive a monthly invoice from Treysta, LLC until the contract terms have expired, and clients will be financially responsible for these products/services.

9) RESPONSE; REPORTING.

a) *Response.* TREYSTA warrants and represents that TREYSTA will provide the Services, and respond to any notification received by TREYSTA of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception, or (ii) periods of delay caused by Client-Side Downtime, or (iii) periods in which TREYSTA is required to suspend the Services to protect the security or integrity of your System or TREYSTA's equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by TREYSTA but which will not occur between the hours of 7 AM and 6:00 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time TREYSTA will perform scheduled maintenance or adjustments to its network. TREYSTA will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. TREYSTA will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Remedies; Limitations. Except for the Onboarding Exception, if TREYSTA fails to meet its service level commitment in a given calendar month and if, under such circumstances, TREYSTA's failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, TREYSTA will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to TREYSTA, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for TREYSTA's failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first fifteen (15) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to TREYSTA, it being understood that there may be unanticipated downtime or delays due to TREYSTA's initial startup activities with you (the "Onboarding Exception").

10) CONFIDENTIALITY.

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to TREYSTA by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of TREYSTA, (ii) was developed independently by TREYSTA, or (iii) is or was lawfully and independently provided to TREYSTA prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* TREYSTA will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill TREYSTA's obligations under this Agreement. If TREYSTA is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then TREYSTA will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 10.

c) *Due Care.* TREYSTA will exercise the same degree of care with respect to the Confidential Information it receives from you as TREYSTA normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If TREYSTA is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, TREYSTA will

immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive TREYSTA's compliance with the provisions of this Section 10. TREYSTA will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, TREYSTA may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that TREYSTA has been advised by written opinion of counsel reasonably acceptable to TREYSTA that it is legally compelled to disclose.

11) THIRD PARTY SERVICES.

a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, TREYSTA is required to comply with a third party EULA and the third party EULA is modified or amended, TREYSTA reserves the right to modify or amend any applicable SOW with you to ensure TREYSTA's continued compliance with the terms of the third party EULA.

b) *Data Loss.* If backup and/or disaster recovery services are to be provided under a SOW, then you hereby understand and agree that TREYSTA will not be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) TREYSTA's failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services.

c) *BYOD.* You hereby represent and warrant that TREYSTA is authorized to provide the Services to all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that (i) are connected to the System, and (ii) have been designated by you to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from or unconnected to the System.

12) OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights in one party's Intellectual Property to the other party.

13) MISCELLANEOUS.

a) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, TREYSTA may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

b) *Amendment.* No amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by TREYSTA, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.

c) *Time Limitations.* The parties mutually agree that any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

d) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.

e) *Other Terms.* TREYSTA will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

g) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. TREYSTA will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

h) *Force Majeure.* TREYSTA will not be liable to you for delays or failures to perform TREYSTA's obligations under this Agreement or any SOW because of circumstances beyond TREYSTA's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, pandemics, and acts of God.

i) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of TREYSTA's employees or subcontractors to discontinue or reduce the scope of their business relationship with TREYSTA, or recruit, solicit or otherwise influence any employee or agent of TREYSTA to discontinue such employment or agency relationship with TREYSTA. In the event that you violate the terms of the restrictive covenants in this Section 13(i), you acknowledge and agree that the damages to TREYSTA would be difficult or impracticable to determine, and you agree that in such event, as TREYSTA's sole and exclusive remedy therefore, you will pay TREYSTA as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of TREYSTA's employees by you will be deemed to be a material breach of this Agreement, in which event TREYSTA shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.

j) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.

k) *Insurance.* TREYSTA and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. Client agrees to procure and maintain their own cyber liability insurance policy at their own expense. TREYSTA agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.

TREYSTA Insurance TREYSTA agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by these Terms and by law. Without limiting the foregoing, to the extent these Terms create exposure generally covered by the following insurance policies, TREYSTA will maintain at its own sole cost and expense at least the following insurance covering its obligations under these Terms: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).

Client Insurance

Commercial Property Insurance Client shall secure at Client's own cost and expense Property Insurance for Client equipment that is part of the provisions of the service agreement.

Cyber Insurance Client acknowledges that Client is solely responsible for obtaining and maintaining, for the duration of these Terms, its own Cyber Liability Insurance to adequately insure its cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Client's specific coverage and policy limit requirements. Client acknowledges TREYSTA does not provide Client with any form of Cyber Liability or other insurance coverage in connection with the Services or an executed MSA or subsequent SOW, and that Client's use of the Services does not, in any way: (i) replace a Cyber Liability policy, (ii) mitigate Client's need for Cyber Liability insurance coverage or (iii) relieve Client's responsibility for obtaining its own Cyber Insurance coverage.

Mutual Waiver of Subrogation TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD TREYSTA ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT CLIENT INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE TERMS OF SERVICE.

l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the Commonwealth of Pennsylvania. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Adams County, in the Commonwealth of Pennsylvania, or the United States District Court of the Middle District of Pennsylvania, for any and all claims and causes of action arising from or related to this Agreement. YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Adams County, Pennsylvania, such period will be extended to and through the next succeeding business day in Adams County, Pennsylvania.

p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to TREYSTA regarding (a) any alleged breach of this Agreement by TREYSTA, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to TREYSTA either by U.S. mail or fax, unless such requirement is expressly and specifically waived by TREYSTA. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

q) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.

r) *Attorneys' Fees.* If TREYSTA is required to bring an action to enforce the terms of this Agreement, TREYSTA shall be entitled to an award of the reasonable attorneys' fees and costs that it incurred at all stages of the action, including without limitation, at trial and appeal.

s) *Counterparts.* The parties may sign and deliver this Agreement and any SOW in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

ADDENDUM A

Treysta uses many third-party products and services. Client agrees to be bound by the terms and conditions of all third-party services and subscriptions. They include, but are not limited to, the following services and products:	
Vendor	Terms & Conditions
42 Gears	https://www.42gears.com/legal-and-privacy/terms-of-use/
Amazon	https://www.amazon.com/conditionsofuse
Amazon	https://www.amazon.com/gp/help/customer/display.html?nodeId=202140280
APC/Schneider	https://www.apc.com/us/en/who-we-are/terms-of-use.jsp
Aruba	https://www.arubanetworks.com/terms-of-service/
Brightgauge	https://www.brightgauge.com/terms-of-service
Cisco	https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html?_ga=2.145242164.1412132764.1654523030-1311720325.1654523030
Cisco	https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~supplemental-end-user-license-agreements
Connect Booster	https://www.connectbooster.com/terms-of-service/
ConnectWise	https://www.connectwise.com/company/terms
CoreDial	https://www.coredial.com/2019-terms-of-service
Cytracom	https://www.cytracom.com/legal
D&H	https://www.dandh.com/docs/vendor/termsandconditions.pdf
Datto	https://www.datto.com/legal/datto-business-management-services-terms-of-use
Datto	https://www.datto.com/legal/terms-of-use
Datto	https://usc.pax8.com/resource/display/8027
Documo Fax	https://www.documo.com/legal#:~:text=No%20unlawful%20or%20prohibited%20use,or%20impair%20any%20Documo%20In%20c
DocuSign	https://www.docusign.com/legal/terms-and-conditions/
EaseUs	https://www.easeus.com/legal-counsel.htm

Ebay	https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259
GoDaddy	https://www.godaddy.com/legal/agreements
Google	https://policies.google.com/terms?hl=en-US
Hewlett Packard	https://www.hp.com/us-en/terms-of-sale.html
Infinitely Virtual	https://www.infinitelyvirtual.com/terms-and-conditions.html#:~:text=Infinitely%20Virtual%20may%20not%20use,sample%20customers%20for%20marketing%20purposes
Infrascale	https://www.infrascale.com/legal/terms-of-service/
Ingram Micro	https://corp.ingrammicro.com/en-us/legal/sales_tac
IT Glue	https://www.itglue.com/terms/
Kaseya	https://www.kaseya.com/legal/
Kaseya - ID Agent	https://www.idagent.com/wp-content/uploads/2020/02/idagent-eula.pdf
Kaseya - Rapidfire	https://www.rapidfiretools.com/eula/
Lenovo	https://www.lenovo.com/medias/Sales-Terms-and-Conditions-US.html?context=bWFzdGVyfHJvb3R8MTMzNzV8dGV4dC9odG1sfGg3MC9oYWMvOTQ0MTA1NTgwMTM3NC5odG1sfDgwM2RjYzIxMzNhYWYzOTJiINGEwZiU1ZjFhMWZkOGM5M2JhYzVmYTkwNzQ2OTk0ZWE5NjVkbWZiMWYwNzdhZmE
LogMeIn	https://www.logmein.com/central/monitor/legal
Lucid	https://lucid.co/tos
Mailchimp	https://mailchimp.com/legal/terms/
Malware Bytes	https://www.malwarebytes.com/eula
Meraki	https://community.meraki.com/t5/user/terms-of-service-page
Microsoft	https://www.microsoft.com/en-us/legal/terms-of-use
Microsoft	https://www.microsoft.com/en-us/servicesagreement/default.aspx
Pax8	https://usc.pax8.com/resource/display/61279
QuoteWerks	https://www.quotewerks.com/terms-of-use.asp
Scalepad	https://dashealth.com/wp-content/uploads/ScalePad-terms-of-service-EULA.pdf

SiteGround	https://www.siteground.com/terms.htm
SonicWall	https://www.sonicwall.com/legal/terms-of-use/
Sophos	https://www.sophos.com/en-us/legal/sophos-end-user-terms-of-use
Splashtop	https://www.splashtop.com/terms/splashtop
Synnex	https://www.synnecorp.com/terms/
Tech Data	https://www.techdata.com/content/visitor/abouttd/conditions.aspx
Ubiquiti	https://www.ui.com/legal/services-terms/
Webroot	https://www.webroot.com/us/en/legal/master-service-agreement
Webroot	https://www-cdn.webroot.com/2815/3359/6230/Webroot - Subscription Agreement for Consumers - FINAL 7 AUG 18.pdf