TREYSTA, LLC
MASTER SERVICE AGREEMENT

This Master Service Agreement (referred to herein as, the "**MSA**" or "**Terms**") is by and between Client (as such definition of Client is set forth in the SOW between the Parties) from **TREYSTA, LLC** ("**MSP**") related to the Client's purchase of services ("**Services**"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services ("**Products**") from MSP. Client hereby engages and retains MSP to render certain Services or provide certain Products, as specifically set forth in the "Statement of Work" ("**SOW**") or any subsequent Statements of Work (each a, SOW), or any work order as agreed among by the Parties (such Services and Products purchased from and rendered by MSP shall be individually referred to herein each as a "**Requested Service**", and collectively as, the "**Requested Services**"). Except as otherwise stated therein, subsequent Requested Services or any SOW shall be made a part of and subject to these Terms. No Product or Service will be provided under these Terms alone but will require the execution of a written or electronic SOW between the Parties, each of which is deemed incorporated in these Terms for all purposes. In the event of any conflict between the SOW and these Terms, the terms of the SOW will prevail over these Terms. Client and MSP may be individually referred to herein each a "**Party**" and collectively as the "**Parties**".

The Terms may be modified or amended by MSP from time to time without Client's consent by providing Client with written notice of any modification or amendment. Using the Services after the changes to these Terms become effective, means Client agrees to the new terms. If Client does not agree to the new Terms, Client must notify MSP in writing of its objection to the new Terms, and MSP has the right to immediately terminate the Services, any SOW, and these Terms.

1.   **GENERAL REQUIREMENTS & CONDITIONS.**

   1.1   **SYSTEM**.   For the purposes of these Terms, "**System**" means, collectively, any computer network, computer system, peripheral or device that is tracked using MSP's Remote Monitoring and Management tool. To avoid a delay or negative impact on our provision of the Requested Services, during the term of each Requested Service, Client agrees to refrain from modifying or moving the System, or installing software on the System, unless MSP expressly authorizes such activity in writing in advance. MSP will not be held responsible or liable for any modification or change made to the System by Client without authorization.

   1.2   **MAINTENANCE; UPDATES**. If patches and other software-related maintenance updates ("**Update(s)**") are provided under the Requested Services, MSP will install the Updates only if MSP has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. MSP 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 or applicable vendor's instructions.

   1.3   **THIRD-PARTY SERVICE PROVIDERS**. "**Third-Party Service Providers**" means Services provided by an entity or a Party other than the MSP in fulfillment of the Requested Services requirements whose terms and conditions MSP and/or Client may be legally bound.

   Client's right to use the Third-Party Services is subject to Client's understanding of, compliance with and consent to these Terms and of any Third-Party agreements, which MSP does not have authority to vary, alter or amend.

   Therefore, MSP may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with these Terms. The Third-Party Service Provider may require the MSP to sign a contract with the Third-Party Service Provider for its services ("**Third-Party Contract**") and the terms of the Third-Party Contract may impose conditions and requirements upon Client. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to Client or appear on our website which identifies the Third-Party Service Provider and a link to its terms and conditions or EULA. Client hereby agrees to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which Client has consented MSP to contract upon its behalf.

   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.

   1.4   **THIRD-PARTY PRODUCT VENDORS**. "**Third-Party Product Vendors**" means software, machinery,

equipment, services, and/or products inclusive of component parts purchased from vendors in fulfillment of the Requested Services.

MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and MSP will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. Where applicable, a Third-Party Product Vendor may require the MSP to sign a contract with the Third-Party Product Vendor for its products ("**Third-Party Contract**") and the terms of the Third-Party Contract may impose certain conditions and requirements upon Client. Client hereby agrees to review all Third-Party terms and conditions, and consent to those Third-Party terms and conditions which Client has consented MSP to contract upon its behalf. The link to the Third-Party Product Vendor's terms and conditions can be found at our website and/or in the Requested Services.

1.5   **THIRD-PARTY PRODUCTS.** Unless otherwise stated in Requested Services, all hardware, software, peripherals or accessories purchased through MSP ("**Third-Party Products**") are nonrefundable once the applicable Requested Services is placed in our queue for delivery. Unless otherwise expressly stated in the applicable Third-Party Product Vendor's terms and conditions of the Third Party Products, all Third-Party Products are provided "as is" and without any warranty whatsoever as between MSP and Client (including but not limited to implied warranties). If, in MSP's sole discretion, a hardware or software issue requires vendor or OEM support, MSP may contact the vendor or OEM (as applicable) on Client's behalf and pass through to Client all fees and costs incurred in connection with that process. If such fees or costs are anticipated in advance or exceed $100, MSP will obtain Client permission before incurring such expenses on behalf of Client, unless exigent circumstances require MSP, in MSP's sole discretion, to proceed otherwise without Client's prior permission. Notwithstanding the foregoing, Client acknowledges and agrees that, in order for the MSP to provide uninterrupted services and support under this Agreement, it is the Client's sole responsibility to maintain valid and current maintenance agreements with all software vendors providing software covered under these Terms or any SOW. The Client must renew and pay for these maintenance agreements to ensure uninterrupted support. The MSP is not liable for service disruptions or delays caused by the Client's failure to maintain these agreements. If a maintenance agreement lapses or a vendor discontinues support, the Client must notify the MSP, and the MSP is not obligated to continue support until a valid agreement is reinstated. The Client will cooperate with the MSP to resolve any issues arising from lapsing agreements.

1.7   **SUBCONTRACTORS**. "**Subcontractors**" means third-party to whom MSP contracts to provide specified services to complete the services indicated in the applicable Requested Services.

1.8   **CONDITIONS OF SERVICE**. Client System is eligible for provision of MSP's Services as outlined in the Requested Services of the SOW, provided the System is in good condition and MSP's serviceability requirements and site environmental conditions are met:

1.8.1   Client shall provide adequate workspace, heat, light, air conditioning, ventilation, electric current and outlets, internet and remote access for use by MSP's representatives.
1.8.2   MSP's representatives shall have, and Client shall provide full access to the System in order to affect the necessary monitoring and/or supplemental services.
1.8.3   MSP reserves the right to suspend or terminate these Terms, any SOW, or any Requested Services in its sole discretion, conditions at the service site pose a health or safety threat to any of MSP's representatives.

It is the responsibility of Client to promptly notify MSP of any events/incidents that may impact the services defined within these Terms and/or any supplemental service needs.

MSP shall provide services as defined in the Requested Services during MSP's regular business hours, unless otherwise specified in any subsequent SOW, or other contract documents, and in accordance with MSP's IT Service policies then in effect.

Client agrees that Client will inform MSP, prior to, Client making any modification, installation, or service performed on the System by individuals not employed or contracted by MSP in order to assist MSP in providing an efficient and effective System support response. Client will be billed the full cost, at MSP's hourly rate, to remediate and restore the Systems and/or Services to a state prior to change.

Only Authorized Contacts will be eligible to access and service Client System. Any unauthorized access or service conducted on the System without the explicit consent of MSP, which results in negative System performance, will not be covered by the monthly plan fee as documented in the Requested Services and will be billed according to MSP's labor rates as outlined in the Requested Services or subsequent SOW.

MSP shall be obligated to provide service only at (a) the Service Site(s) as identified in the Requested Services; and (b) Client Systems as identified which is defined as Client covered devices in the Remote Monitoring Management ("**RMM**") platform. If Client desires to relocate, add or remove locations, Client shall give appropriate notice to MSP of Client's intention to relocate sixty (60) days in advance. MSP reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by Client. Such right includes the right to refuse service at the relocation and/or new site.

1.9   **SERVICE LIMITATIONS**. In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed:
1.9.1   Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of these Terms. MSP will provide consultative specification, sourcing guidance, and/or time and material/project offerings.
1.9.2   MSP shall not be liable for any unauthorized modification or change made to the System by Client or a third party without MSP's prior written consent. To the extent such unauthorized modification or change causes issues or failures to the System, Client will be billed the full cost to restore the System to its original state.

1.10   **NOTICE OF CRITICAL DEFICIENCIES OF CLIENT'S SYSTEM**. During the course of the provision of Requested Services, MSP may identify critical deficiencies or vulnerabilities in the Client's System(s) and make recommendations (such as additional services or products) to correct such critical deficiencies ("**Critical Recommendations**") in order for the MSP to provide the Requested Services in accordance with a SOW. To the extent Client refuses to implement Critical Recommendations, or elects to terminate any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations, Client acknowledges and agrees that the critical deficiencies and vulnerabilities, failure to promptly implement or maintain the Critical Recommendations, and/or termination of any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations may (a) expose the Client's System(s) to significant risk, including, without limitation, security breaches, data loss, system outages, or non-compliance with applicable laws and regulations; (b) adversely affect Client's System and/or MSP's ability to provide the Services and Products; (c) warrant MSP to terminate, suspend, or modify some or all of the Requested Services in its sole discretion; or (d) cause other adverse consequences, costs, and/or damages to Client, MSP, or other third parties. MSP may require Client to execute a written waiver letter of such Critical Recommendations to the extent Client fails or refuses to implement such Critical Recommendations. In the event that Client fails or refuses to implement the Critical Recommendations, terminates any Services and/or Products related critical deficiencies or vulnerabilities and/or Critical Recommendations, or if any critical deficiencies result in an adverse consequence prior to the implementation of Critical Recommendations, Client acknowledges and agrees to the following: MSP shall not be responsible for (i) damage to or compromise of Client's System; (ii) MSP's ability (or lack thereof) to provide the Requested Services in accordance with any SOW or these Terms; or (iii) any losses, damages, claims, or costs that directly or indirectly arise out of or result from such critical deficiencies and/or Client's failure to promptly implement Critical Recommendations or otherwise comply with this Section 1.10. Client agrees to protect, defend, indemnify, release, and hold harmless MSP and its subcontractors, employees, directors, managers, shareholders, members, affiliates, agents, representatives, and related parties from and against any and all claims, lawsuits damages, costs, fees, losses, or liabilities (including reasonable attorneys' fees), including with respect to third-party claims, lawsuits damages, costs, fees, losses, or liabilities (including reasonable attorneys' fees), which relate in any way to Client's failure to comply with this Section 1.10.

1.11   **ONBOARDING PROCESS.** Client acknowledges and agrees that MSP shall have no responsibility for any deficiencies in the current operating systems and infrastructure unless and until MSP has had a reasonable opportunity to conduct a thorough review of the current system and to provide Client with its recommendations, and Client has accepted and implemented such recommendations.

1.12   **OFFBOARDING PROCESS**. In the event of termination of the Requested Services, any SOW, and/or these Terms by either Party, MSP will make reasonable accommodations to transfer Client's account to Client or Client's new managed service provider or other authorized agent (the "**Onboarding Provider**"). Client shall indemnify and

hold harmless MSP, its Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of Client or the Onboarding Provider during the transition period from MSP to the Onboarding Provider, inclusive of when Client obtains access to all super administrator accounts of their infrastructure. Transfer will require that Client's account be fully paid at time of transfer inclusive of any offboarding charges. MSP will have no obligation to store or maintain Client's data in MSP's possession or control beyond thirty (30) calendar days following the termination of the applicable Requested Services.

1.13   **NETWORK DEVICES, HARDWARE AND SYSTEMS**: MSP shall only be responsible for providing Services to network devices, hardware and Systems identified by the Client and MSP and set forth in the latest Requested Services and covered by RMM. MSP may, in its sole discretion, deny requests to add devices, hardware or systems. The Client shall bear the responsibility to isolate and protect the System by not allowing additional devices, hardware or system on the System unless approved by MSP. MSP shall have no responsibility for any devices, hardware or systems or damage resulting therefrom that are added to the System without MSP's approval. MSP shall have the right to immediately terminate this MSA or any SOW if devices, hardware or systems are added without their approval. If Client obtains new devices, hardware or systems and wishes to request MSP's services to extend to new devices, hardware or systems, said extension shall not take effect unless and until each Party agrees in writing to new SOW and the device is added to the RMM. Said written, signed SOW shall then become an addendum to this MSA or any SOW and incorporated herein. MSP reserves the right to deny any requests for additional services and/or additional hardware/systems for any reason in its sole discretion.

1.14   **AUTHORIZED CONTACT(S)**. Client understands and agrees that MSP will be entitled to rely on any directions or consent provided to MSP by any of the Client's authorized contracts ("**Client Authorized Contacts**"), as indicated in an applicable SOW. If no Client Authorized Contact is identified in an applicable SOW, then Client Authorized Contact will be the person(s) who signed the applicable SOW. If Client desires to change the Authorized Contact(s), please notify MSP of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

1.15   **SHARED ADMINISTRATOR CREDENTIALS**. If Client shares server, network, or software application administrative credentials, MSP will not be held legally liable or responsible for any outages, errors, breaches, data loss and misconfiguration since multiple administrators from different companies jeopardizes the integrity of the support outlined in these Terms.

2.   **CONFIDENTIALITY AND NON-DISCLOSURE.**

2.1   **DEFINITION OF CONFIDENTIAL INFORMATION**. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), in any format whether oral, written, electronic, or other, that is designated as confidential.

2.2   Client Confidential Information shall include any personally identifiable information or protected health information of Client employees, Client customers, and Client Data. Client acknowledges and agrees that these Terms do not constitute a Business Associates Agreement ("**BAA**") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996 and as amended), and that the requirement for any such agreement in addition to these Terms may be necessary to provide the Services hereunder. Client acknowledges and agrees that Third-Party Service Providers (defined in Section 1.3 above) and Third-Party Product Vendors (defined in Section 1.4 above) are not parties to any SOW, these Terms or other agreement with MSP unless specifically agreed in writing, and Client must obtain a separate BAA with the Third-Party Service Provider or Third-Party Product Vendor. Client shall be solely responsible for the consequences, if any, of moving forward with the Services hereunder without such a BAA and shall be the sole judge of the necessity for a BAA in addition to these Terms. Furthermore, Client hereby agrees to defend, indemnify and hold harmless MSP and any affiliated company, and MSP's respective present and former shareholders, members, officers, directors and employees and its attorneys and agents, and MSP's predecessors, successors, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Indemnitee"), from and against any and all claims, demands, causes of action, actions, judgments, liabilities, losses, costs and expenses, including attorneys' fees and costs, as they occur, brought against, imposed upon, or incurred or suffered by, the Indemnitee which in any way relate to (i) the failure of Client to comply with these Terms in proper handling of protected health information, (ii) the absence of any necessary BAA, or (iii) failing to notify MSP of the necessity of a BAA.

2.3   Confidential Information of each Party shall include the terms and conditions of these Terms and all Requested Services as well as business and marketing plans, technology and technical information, products, services, product plans and designs, trade secrets, and business processes disclosed by such Party.

2.4   Confidential Information (other than Client Data) shall not include any information that:

(a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
(b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
(c) is received from a third-party without breach of any obligation owed to the Disclosing Party, or
(d) was independently developed by the Receiving Party without use of any Confidential Information.

2.5   **PROTECTION OF CONFIDENTIAL INFORMATION**. The Receiving Party shall:
(a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care,
(b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms or otherwise in any manner to the Disclosing Party's detriment, and
(c) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, subcontractors and agents who need such access for purposes consistent with these Terms.

2.6   **NON-DISCLOSURE**. Neither Party shall disclose these Terms or any Requested Services to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent.

2.7   **COMPELLED DISCLOSURE**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

2.8   **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (a) required by applicable law or (b) it would be unreasonably burdensome to destroy. In the event that return, or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of these Terms to the retained Confidential Information.

3.   **PROVISION OF MATERIALS AND SERVICES TO MSP.** Client agrees to timely furnish, at Client's own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of MSP or its subcontractors, performing the Services. Client will also provide MSP or its subcontractors, with access to all information, passwords and facilities requested by MSP that is necessary for MSP or its subcontractors, to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that MSP or its subcontractors, may be unable to perform their duties adequately. and if such a situation should exist, Client will hold the MSP harmless.

4.   **RESPONSIBILITY FOR EQUIPMENT.** Client acknowledges that from time to time (a) MSP may identify additional items that need to be purchased by Client, and (b) changes in Client system may be required in order for MSP to meet Client requirements. In connection therewith, Client agrees to work in good faith with MSP to effectuate such purchases or changes, and such changes shall be set forth in a new SOW for Requested Services. If MSP is required to purchase any assets, including computer hardware and/or software, in connection with MSP providing the Services, all such assets will remain the sole property of MSP, except those assets sold by MSP to Client or procured by MSP on Client's behalf shall be the

sole property of Client. Client will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or equipment or hardware furnished by Client, and for ensuring that the materials provided to MSP or its subcontractors, do not infringe or violate the rights of any third-party. Unless otherwise specified in the Requested Services that it is not the intent, nor does the MSP provide any type of backup of Client data. Client will maintain adequate backup for all data and other items furnished to MSP.

It is the Client's responsibility for any failure or malfunction of electrical or telecommunications infrastructure or services that causes damage to MSP's products or services and MSP disclaims all responsibility for any loss including data.

5.   **CLIENT DATA OWNERSHIP AND RESPONSIBILITY.** Client shall bear sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by Client to MSP.

6.   **INTELLECTUAL PROPERTY.** MSP retains all intellectual property rights in and to any property invented or composed in the course of or incident to MSP's performance of these Terms or the Requested Services, as well as any software, materials, or methods created prior to or after conclusion of MSP's Services ("**Intellectual Property**"). Client acquires no right or interest in or to any such Intellectual Property, by virtue of these Terms or the Services performed under these Terms by MSP, other than the limited license granted in Section 7.

6.1   Client may only use and disclose Intellectual Property in accordance with the terms of these Terms and applicable Requested Services. MSP reserves all rights in and to the Intellectual Property not expressly granted in these Terms. Client may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without MSP's prior written approval. Except as expressly authorized in these Terms or any Requested Services, Client may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or MSP business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property.

7.   **LICENSE AGREEMENTS.**

7.1   **LICENSE.** Subject to these Terms, MSP grants Client a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product provided as part of the Services solely for Client's own internal use and no other purpose with MSP's prior written consent. At all times, all software on the System must be genuine and licensed, and Client agrees to provide MSP with proof of such licensing upon its request. If MSP requires Client to implement certain minimum hardware or software requirements ("**Minimum Requirements**"), Client agrees to do so as an ongoing requirement of MSP providing its Services to Client.

7.2   **SOFTWARE INSTALLATION OR REPLICATION.** If MSP is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to MSP will be deemed Client's affirmative acknowledgement to MSP that Client has a valid license that permits MSP to perform the Services related thereto. In addition, Client is sole responsible for monitoring Client equipment for the installation of unlicensed software. Client will indemnify, defend, and hold harmless MSP against any and all losses, costs, liabilities, damages and expenses MSP may incur (including reasonable attorney's fees and disbursements) related to any Client materials that infringe upon any intellectual property rights of third parties**,** or any breach of this Section by Client.

7.3   **PRE-EXISTING LICENSE AGREEMENTS.** Any software Product provided to Client by MSP as a reseller for a third-party, which is licensed to Client under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

7.4   **EULA.** Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, then Client hereby grants MSP permission to accept the EULA on Client behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms. Client agrees 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, MSP is required to comply with a third-party EULA and the third-party EULA is modified or amended, MSP reserves the right to modify or amend any applicable Requested Services with Client to ensure its continued compliance with the terms of the third-party EULA. Client agrees to hold harmless and Indemnify MSP against Client violation of any of the terms and conditions included in the subject EULA.

8.   **MSP'S EMPLOYEE'S, AGENTS OR SUBCONTRACTORS.** Client acknowledges that MSP has incurred substantial recruitment, screening, training, and administrative expenses with respect to its agents, including its employees, vendors and independent subcontractors. To the extent permitted by law from the Effective Date of the last SOW and up to one (1) calendar year after the date of termination of any Requested Services, Client shall not hire or contract directly or indirectly with any of the MSP's employees, agents or subcontractors who have communicated with and/or worked on any Service for Client. Client and MSP mutually acknowledge and agree that it would be impractical and extremely difficult to ascertain the amount of monetary damages that would be caused by a breach by Client of this provision. Therefore, Client and MSP mutually agree that in the event of a breach by Client in any way of this provision, Client shall pay to MSP as liquidated damages, an amount equal to One Hundred Fifty Thousand Dollars ($150,000.00). This amount is an effort by both Parties to properly and reasonably assess the damages that MSP would suffer as a direct result of a breach by Client, taking into account the following facts and circumstances: (a) an average employee working for MSP will generate significant net revenue for the MSP and remain employed by the MSP for an extended period of time; (b) MSP will lose significant revenue and incur significant costs in connection with attempting to replace such employee; (c) there is no guarantee that such employee can be replaced; and (d) accurately assessing the value of such employee to the MSP upon such breach is virtually impossible. In light of these circumstances, Client and MSP mutually agree that this liquidated damages provision represents reasonable compensation to MSP for the losses that it would incur due to any such breach. Client and MSP further acknowledge and agree that nothing in this paragraph shall limit MSP's rights to obtain injunctive relief or any other damages including, but not limited to punitive, consequential, special, or any other damages, as may be appropriate in connection with Client breach of this section.

9.   **WARRANTY.** MSP warrants that the Services will be performed by qualified personnel and in a manner consistent with commercial industry standards for similar services. MSP does not make any warranty with respect to Third Party Products, and Client must look to warranties (if any) from the Third-Party Product Vendor with respect to such Third Party Products. The warranties described in this Section 9 shall be deemed null and void to the extent an applicable Requested Service is (i) altered, modified or repaired by persons other than MSP, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by MSP (ii) misused, abused, or not operated in accordance with the specifications of MSP or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than MSP or persons approved or designated by MSP. MSP does not guarantee or promise any cost savings, profits, or returns on investment, delay in delivery or performance, including those delays caused by supply-chain delays or disruptions.

10.   **SOFTWARE HARDWARE & SECURITY.** Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. Therefore, Client must maintain proper security for Client System including but not limited to software and hardware updates that are made available by the manufacturer. Client agrees to promptly apply all necessary software and hardware updates and, at all times, comply with all applicable national, industry, regulatory, and security standards, policies, and procedures to which Client is or may be subject ("**Applicable Standards**").

11.   **CLIENT CYBER SECURITY.** It is understood that within the Services provided, it is not the intent, nor does the MSP provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threat monitoring for Client unless otherwise specified in the Requested Services. As cyber threats are always evolving, it is strongly recommended that Client engage the services of a cyber protection third-party vendor to independently monitor the cyber controls and cyber activities in Client System.

12.   **REGULATORY COMPLIANCE.** Client must disclose to MSP all Applicable Standards. Client acknowledges and agrees that the Requested Services alone will not achieve compliance with Applicable Standards without the Client taking additional action to ensure compliance. Client is solely responsible for reviewing their operations with qualified legal counsel or advisors to determine its Applicable Standards. Client acknowledges that MSP does not provide any legal, regulatory, or similar compliance services or solutions, and the Requested Services provided by MSP are solely limited to those indicated in the SOW or any subsequent SOW's. MSP will review the Applicable Standards identified and supplied by Client to MSP and will expressly accept or deny MSP's ability to comply with such Applicable Standards in the applicable SOW. Client is solely

responsible for ensuring that its materials or other information do not constitute or contain any Prohibited Data.

13. **UNAUTHORIZED INFORMATION TRANSFER.** In no event shall MSP or its subcontractors, whether under these Terms, a Requested Service, or any SOW, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, or with respect to any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach or other form of cyberattack, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if Client's data or Systems are breached because of the distribution of and Client's response to, unsolicited email, direct mail, facsimiles, unsolicited text messages, voice calls, telemarketing or because of the collection of information by means of any form of electronic malware, wiretapping, bugging, video cameras or identification tags.

14. **EXTRAORDINARY EVENTS.** In no event shall MSP or its subcontractors, whether under these Terms, Requested Services   or subsequent SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of a cyberattack or any other event not contemplated by these Terms.

15. **LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THESE TERMS, ANY SOW OR ANY REQUESTED SERVICES. THE PARTIES ACKNOWLEDGE AND AGREE MSP WOULD NOT ENTER INTO THESE TERMS WITHOUT THE LIMITATIONS DESCRIBED IN THIS SECTION. IN NO EVENT OR CIRCUMSTANCE SHALL MSP OR ANY OF MSP'S AFFILIATES FOR THEMSELVES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO CLIENT OR ANY OF CLIENT'S AFFILIATES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, SPECULATIVE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT LOSSES OR DAMAGES; LOSS OF GOOD WILL; LOST PROFITS; LOSS OF BUSINESS; WORK STOPPAGE; DATA LOSS; LOSS OF INTELLECTUAL PROPERTY; COMPUTER FAILURE OR MALFUNCTION; OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS DAMAGES ATTRIBUTABLE OR RELATED TO MSP'S PERFORMANCE OF THE REQUESTED SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT. MSP'S AGGREGATE LIABILITY RELATING TO ANY OF THE REQUESTED SERVICES OR THESE TERMS OR A SOW SHALL BE STATED IN THE APPLICABLE SOW BETWEEN THE PARTIES.**

EACH PARTY SHALL HAVE ONE (1) YEAR FROM THE ACCRUAL OF A CAUSE OF ACTION TO BRING SUCH ACTION. IF EITHER PARTY FAILS TO BRING SUCH ACTION WITHIN ONE (1) YEAR OF ITS ACCRUAL, THEN SUCH PARTY SHALL BE DEEMED TO HAVE WAIVED WHATEVER RIGHTS SUCH PARTY MAY HAVE HAD IN RELATION TO SUCH CAUSE OF ACTION INCLUDING ALL LEGAL AND EQUITABLE REMEDIES.

16. **MUTUAL INDEMNIFICATION AND HOLD HARMLESS.** Subject to Section 15 above, each Party agrees to indemnify, defend and hold the other Party (and such Party's affiliates, agents, employees, officers, directors, members, shareholders, nominees, consultants, subcontractors, representatives, successors, and assigns) harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "**Damages**") that arise from, or are related to, (i) the breach of this Agreement by such Party against whom indemnification is claimed or sought; (ii) any fraud, willful misconduct, or gross negligence solely undertaken or caused by the Party against whom indemnification is claimed or sought; or (iii) Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work solely undertaken or caused by the Party against whom indemnification is claimed or sought in connection with the performance of such party's duties or obligations under the Terms or any SOW; provided, however, that the indemnification obligations set forth in (i) and (ii) shall not apply in the event of any joint, concurring, comparative, or contributory fraud, willful misconduct, or gross negligence. The preceding indemnification

obligations are conditioned on any indemnified Party: (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.

17.   **MSP INSURANCE.** MSP agrees to maintain insurance coverage that is reasonably required in connection with these Terms or any SOW, including but not limited to, workers compensation and general liability. MSP agrees to maintain a general liability and cyber liability errors and omissions insurance policy with a limit not less than $1,000,000 per occurrence. Upon request by Client, MSP shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurer.

18.   **CLIENT INSURANCE.** Client agrees to maintain, at its sole cost and expense, insurance coverage that is reasonably required by MSP in connection with these Terms or any SOW, including, without limitation, workers compensation, general liability, and cyber and privacy liability. Upon request by MSP, Client shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurer, including proof of payment of any applicable premiums or amounts due thereunder. In the event Client fails to maintain the required insurance coverage, MSP may, at its sole discretion, suspend the Requested Services until Client provides evidence of the required insurance or may terminate the Terms or any SOW for a material breach.- If Client is supplied with any MSP equipment, Client agrees to acquire and maintain, at its sole cost, insurance for the full replacement value of that equipment.

18.1   **CYBER AND PRIVACY INSURANCE**. Client acknowledges that Client is solely responsible for obtaining and maintaining, for the duration of these Terms, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Client acknowledges that MSP does not provide Client with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services or an executed SOW and that Client's use of the Services does not, in any way: (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Client's need for Cyber and Privacy Liability insurance coverage or (iii) relieve Client's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

18.2   **COMMERCIAL PROPERTY INSURANCE.** Client shall secure at Client's own cost and expense property insurance for the full replacement value of Client's System(s) and equipment that may be applicable to these Terms or any SOW.

18.3   **MUTUAL WAIVER OF SUBROGATION.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER PARTY FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER AND PRIVACY OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD MSP 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.

19.   **DISCLAIMERS**. The express remedies set forth in these Terms will constitute Client's exclusive remedies, and MSP's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 9, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." MSP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

MSP PROVIDES NO WARRANTY THAT THE Requested Services OR ANY DELIVERABLES WILL MEET ANY OF CLIENT REQUIREMENTS EXCEPT AS SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE

COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any MSP employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify these Terms in any way whatsoever.

20.   **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. The invalidity of any part of these Terms shall not render invalid the remainder of the Terms.

21.   **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 expressly agreed to in a signed writing by an authorized individual of MSP.

22.   **RELATIONSHIP.** Each Party is an independent contractor, and these Terms do not make the Parties principal and agent, partners, employer and employee; nor do these Terms create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, subcontractor or other commission-based relationship, between any third party that referred MSP or Client to the other Party.

23.   **LAW.** These Terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Pennsylvania.

24.   **WAIVER.** Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

25.   **FORCE MAJEURE.** Neither Party will be liable to the other Party for delays or failures to perform its obligations under these Terms, any SOW, or any Requested Services or because of circumstances beyond such Party's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, 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 solution, or if such loss, delay or failure to perform was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic, or other physical event and civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

26.   **DATA ACCESS/STORAGE.** Depending on the Service provided, a portion of Client data may occasionally be accessed or stored on secure servers located outside of the United States. Client agrees to notify MSP if Client requires MSP to modify its standard access or storage procedures.

27.   **ASSIGNMENT.** Client shall not assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any SOW without the prior written consent of the MSP. Client shall not effectuate a change of control of its business, including but not limited to, any merger, acquisition, consolidation, or sale of all or substantially all of its assets, without the prior written consent of MSP. For purposes of this Agreement, "change of control" shall mean any transaction or series of transactions in which the ownership or control of Client is transferred or altered such that the persons or entities that control Client, directly or indirectly, are changed. These Terms and any SOW will be binding upon and inure to the benefit of

the Parties hereto and their successors and permitted assigns. MSP may assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any SOW to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of its business, or any other transaction in which ownership of more than fifty percent (50%) of its voting equity is transferred; provided, however, that such successor or assignee expressly assumes MSP's obligations hereunder in writing.

28.   **SURVIVAL**. The provisions contained in this MSA or any SOW that by their context are intended to survive termination or expiration will survive.