

SOUTHWEST NETWORKS - MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made by and between Southwest Networks, Inc. (“Master Service Provider” or “MSP”), 73-700 Dinah Shore Drive, Suite 404 Palm Desert, CA. 92211 and Our Valued Client (“Client”) (each a “Party” and collectively the “Parties”).

1. Scope of Agreement. This Agreement serves as a master agreement and applies to Client's purchases of services (“Services”), including but not limited to support services, network services, consulting services, warranty services, and product, including, but not limited to subscriptions, hardware, and software, from MSP. Services will be fully defined in a Statement of Work (“Statement of Work(s)” or “SOW(s)"). Unless otherwise stated therein, the terms of this Agreement shall apply to every SOW issued hereunder. In the event that any term or condition contained within a SOW conflicts or is inconsistent with any term or condition contained within this Agreement, this Agreement shall govern.

2. Term. The term of this Agreement will begin on the Effective Date of Client's first executed SOW and will continue until terminated by a Party. Each SOW will also contain a Start Date and the Parties may mutually establish an End Date in a SOW if desired.

3. Client Data. Client is solely responsible for ensuring the accuracy, quality, integrity, legality, reliability, appropriateness, and rightful intellectual property ownership and/or right to use proprietary data, software, information or material submitted by Client to MSP. Unless otherwise contained in a SOW, it is Client's responsibility to verify that all software is properly licensed. Client shall maintain adequate backup for all data and other items furnished to MSP. Client servers may include servers MSP rents, leases, or sells to Client. Client will maintain adequate backup for all data not stored or backed-up on the servers and establish policies that require all data be maintained on the Client servers. Other than as set forth herein and in the SOW and/or Work Order, it is not the responsibility of MSP to back-up Client's data other than information stored on Client servers. Client agrees to indemnify and hold MSP harmless against all damages and expenses MSP may incur, including reasonable attorney's fees and disbursements, related to MSP's reliance on Client data or use of such data as anticipated herein, including, without limitation, infringement.

MSP will make every effort to ensure data is backed up and available to Client. Client agrees to hold MSP harmless for any data loss and client further agrees to ultimately be responsible for backing up data and for the data used on the system. Client assumes all responsibility for the loss of data, loss of business revenue due to unavailability of data and the cost of reloading or reconstruction of data.

4. Client-Provided Working Environment, Materials, and Services. Client agrees to timely furnish, at its own cost and expense, all personnel, computer hardware, software and related materials necessary to perform Services. Client shall furnish MSP and MSP's Subcontractors appropriate and safe on-site workspaces. A safe and suitable environment for any equipment located at Client's facility including, but not limited to appropriate temperature, static electricity, humidity controls, and a properly conditioned electrical supply for each piece of equipment. Additionally, Client will provide MSP and Subcontractors access to all requested information, passwords and facilities necessary to perform Services (“Access”). Client may deny MSP access for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that MSP or Subcontractors may be unable to adequately perform their duties and Client shall remain liable for all applicable fees, costs, and expenses set forth in the SOW or Work Order.

5. System Requirements. For the purposes of this Agreement, “System” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by MSP pursuant to a SOW. To avoid a delay or negative impact on MSP's provision of Services, Client shall refrain from modifying or moving the System, or installing software on the System, unless MSP expressly authorizes such activity.

6. Equipment/Materials. In the event that MSP is required to purchase any additional equipment (“Equipment”), to service Client, MSP can either retain ownership of such Equipment or charge the client the direct cost of the Equipment as another direct cost. Any Equipment invoiced to Client shall be the sole property of Client. Any Equipment MSP retains ownership of shall be the sole property of the MSP. In the event that Client provides MSP any equipment, it is Client's responsibility to ensure that the Equipment provided to MSP or its subcontractors do not infringe upon or violate the rights of any third-party. Client shall bear the risk of loss of any equipment located at Client's facility and shall compensate MSP for any loss incurred due to Client not providing a suitable working environment.

7. Software. In the event that MSP is required to purchase any additional third-party software to service Client, MSP will invoice Client the cost of the third-party software as another direct cost. MSP will pass through the terms of any license agreement for third-party software and Client understands and agrees its right to use the third-party software is subject to its agreement and compliance with the third-party license agreements, which MSP does not have authority to vary, alter or amend. Any objection to such third-party license agreements must be raised before installation and use of such third-party software. Client's use of such software will constitute acceptance of the license terms and conditions.

Client represents and warrants that any software on Client's system (“Preexisting Software”) is genuine and properly licensed in accordance with the applicable license agreements. Client agrees to provide MSP with proof of such Preexisting Software licenses upon request. It is Client's sole responsibility to ensure Client maintains proper licenses, including proper license counts, for all Preexisting Software and such Preexisting Software will continue to be governed by the applicable license agreement. Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software.

8. Maintenance & Updates. Client is solely responsible for all software/hardware patches other software/hardware related maintenance or updates unless such maintenance services are specifically included in a SOW and delegated to MSP. MSP shall not be liable for any damage whatsoever, whether or not foreseeable, to the extent caused by or related to Client's failure to properly maintain software and hardware updates. If delegated to MSP, MSP will install the updates within a reasonable time, provided MSP determines that the updates will be compatible with the configuration of the System and beneficial to the functionality of the System. MSP will not be responsible for any downtime or losses arising from or related to the installation or use of any update.

9. System Security. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure, Client must maintain proper security for its computer and information systems including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, and procedures set forth and recommended by MSP. Client acknowledges and agrees that such security standards, policies, and procedures may not fully protect Client from or prevent network failures, and that Client is solely responsible for implementing, adhering to, and maintaining adequate security standards, policies, and procedures in accordance with industry best practices. Unless otherwise specified in the Scope of Work, 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 protections for the Client. Upon request, MSP may assist in evaluating Client's specific needs.

10. Scheduled Downtime. Scheduled Downtime will be determined by MSP. MSP will endeavor to not have scheduled downtime occur between the hours of 8:00 AM to 5:00 PM PST (or PDT, as applicable), Monday through Friday without Client's authorization unless emergency circumstances exist. MSP will also endeavor to provide Client with at least twenty-four (24) hours' notice prior to arranging Scheduled Downtime.

11. MSP Recommendations. From time to time, MSP may provide Client specific recommendations (e.g. increasing the System's server or hard drive capacity or replacing obsolete equipment) ("Recommendations") that may be essential for Client's System's operation or security. Client agrees to promptly implement any Recommendation. Such Recommendations may require Client to acquire additional Equipment, third-party software, or services. Such purchases will be at Client's sole expense. Client shall be provided with a Declination of Service Letter if Client determines it will not implement MSP Recommendations. Failure to execute the Declination of Service Letter within five (5) business days will constitute acknowledgement and acceptance of the Declination of Service Letter and shall relieve MSP from liability. MSP will not be responsible for any issues (such as System downtime or security-related problems), damages, costs, or expenses caused by Client's failure to promptly follow MSP's Recommendations. If MSP determines that Client's failure to follow or implement MSP's Recommendations will make providing Services economically or technically unreasonable, then MSP may terminate the applicable SOW by providing notice of termination to Client. Any services required to remediate damages caused by Client's failure to follow MSP's Recommendations are not included under this Agreement and will require a new/additional SOW.

12. Confidentiality and Non-Disclosure. As used herein, confidential information ("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, whether or not designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, non-public information of either Party, whether or not marked as confidential or proprietary, the terms and conditions of any SOW, Client lists, Client information, personally identifiable information, protected health information of Client's employees and Client's customers, supplier lists, financial information, contractual information, designs, pricing information, internal business organization information, marketing, business and expansion plans and all other business documents, notes, records, research and development, intellectual property, technologies, processes, procedures, programs, systems, products and methods of either Party, and all written, oral or electronic information concerning any of the preceding.

Confidential Information shall not include any information which (a) was in the public domain at the time it was disclosed, or thereafter enters the public domain through no fault of the Party alleging violation of this Section; (b) is lawfully obtained from a third party that is not under an obligation of confidentiality to the Disclosing Party; (c) is already in the possession of the Receiving Party without breach of confidentiality obligations of ; (d) is disclosed on a non-confidential basis to any third party; (e) is independently developed by either Party without use of or reference to the other Party's Confidential Information; (f) is disclosed or used by a Party with the other Party's advance written approval; or (g) is required to be disclosed in accordance with judicial or governmental order, provided the Party making such disclosure gives the other Party reasonable prior notice of the compelled disclosure and discloses only that portion of the information required. Notwithstanding anything contained herein, Client agrees that MSP may refer to Client as a client of MSP, both internally and in externally published media.

The Receiving Party shall: (i) 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 reasonable degree of care; (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment; and (iii) 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, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement, any SOW to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent.

Upon written request, Client agrees to promptly return all MSP 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 the Confidential Information for archival purposes.

13. Third Party Support & Third Party Service Providers. MSP may utilize a third-party service provider, subcontractor, vendor, or OEM in its discretion to provide the Services in accordance with the Agreement. MSP will pass through to Client any such costs as other direct costs.

14. Intellectual Property. For the purposes of this Agreement, "Intellectual Property" shall mean any legally enforceable rights under statute or common law with respect to inventive subject matter or discoveries (hereinafter, "Inventions") or original works of authorship and including, but not limited to, patents, copyrights (including mask works), trademarks and trade secrets. If any Intellectual Property concerning the subject matter of this Agreement is made, conceived or created during the term of this Agreement, the Parties agree that all right, title and interest in and to such Intellectual Property shall vest in MSP, so long as it is not based in whole or in material part on the Intellectual Property of the other Party.

Except for the license granted herein, no licenses are either granted or implied by one Party to the other Party under any trademark, patent, copyright, trade secret by this Agreement or by disclosing Proprietary Information to the other Party under this Agreement. Further, Client hereby assigns and agrees to assign to MSP or its designee, without further consideration, Client's entire right and interest in and to all Inventions, including all rights to obtain, register and enforce patents, copyrights, mask work rights and other intellectual property protection for Inventions. Client further agrees to assist MSP (at MSP's expense), both during and after the Term of this Agreement, in obtaining, protecting and/or enforcing patents, copyrights or other forms of Inventions.

Client may not disassemble or reverse engineer any software or Invention or decompile or otherwise attempt to derive any source code from executable code or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the software or Inventions, without MSP's prior written approval. Except as expressly authorized in this Agreement, Client may not (a) distribute product, software, or Invention to any third-party (whether by rental, lease, sublicense, or other transfer), or (b) operate the Product, software, or Invention as an outsourcing platform to process the data of third parties.

15. Warranties/Disclaimers. MSP warrants that it will perform the services substantially in accordance with the specifications set forth under this Agreement or SOW and consistent with industry standards. Any warranty offered and provided directly by MSP shall be deemed null and void if the applicable product 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. For any breach of the foregoing warranty, MSP or its subcontractors will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within ten (10) business days immediately preceding Client's written notice of nonconformance. Such notice must specify in reasonable detail how the nonconforming service is a breach of the warranty. If MSP concludes that conformance is commercially unreasonable, MSP will refund fees paid for the nonconforming services performed within ten (10) days of the written notice.

EXCEPT FOR THE WARRANTIES MADE BY MSP HEREIN, 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, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. NOTWITHSTANDING THE ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, DURABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, INFRINGEMENT, CONTINUOUS USE, DESIGN, COMPLIANCE WITH APPLICABLE LAW, PERFORMANCE OR ERROR-FREE OPERATION ARE DISCLAIMED IN THEIR ENTIRETY.

NEITHER THIS MSA NOR ANY SOW SHALL CONSTITUTE A WARRANTY REGARDING THE SECURITY OF CLIENT'S DATA. CLIENT UNDERSTANDS AND AGREES THAT CYBERSECURITY SERVICES ARE CONSTANTLY EVOLVING AND THAT MSP'S SERVICES CANNOT PREVENT ALL CYBERSECURITY INCIDENTS. ABSENT AN SOW DEALING WITH CYBERSECURITY, MSP DOES NOT OBLIGATE ITSELF TO DESIGN, ADVISE OR IMPLEMENT ADMINISTRATIVE, PHYSICAL OR TECHNICAL SAFEGUARDS TO PROTECT AGAINST UNAUTHORIZED ACCESS, DISCLOSURE OR USE OF PERSONALLY IDENTIFIABLE INFORMATION MAINTAINED BY CLIENT.

16. Insurance. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Client warrants and represents that it carries and shall maintain for the duration of this Agreement, at its own cost and expense, adequate commercial liability and property insurance. Client also agrees to maintain adequate cyber liability insurance to insure Client's 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 shall ensure such policies name MSP as an additional insured and must provide MSP evidence of the same.

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 PROFESSIONAL LIABILITY GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE MSP ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENT'S INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

17. Terrorism and Force Majeure. In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, an 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 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, 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.

Furthermore, MSP shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, 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, and acts of God.

18. Changes. Client acknowledges that from time to time (i) MSP may identify additional items that need to be purchased by Client, and (ii) changes in Client's systems may be required in order for MSP to meet Client's requirements. Client agrees to work in good faith with MSP to effectuate such purchases or Changes, and such Changes shall be memorialized in a Change Order under the SOW. Since performance of the SOW is of essence, Client's prompt performance is a material part of the Agreement.

19. Notice. All formal notice or demands shall be in writing and shall be deemed effectively given upon personal delivery, or if mailed, by prepaid certified mail return receipt requested, to the notice addresses shown in the SOW documents and if to MSP at the address below. Either Party may change its notification address by giving the other Party written notice of the new address and the effective date. Notices to MSP should be sent to: Southwest Networks, 73-700 Dinah Shore Drive, Suite 404, Palm Desert, CA. 92211. Electronic copies of such notices shall be sent to mdisher@southwest-networks.com.

20. MUTUAL INDEMNIFICATION. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW 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, 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 DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THIS AGREEMENT. ADDITIONALLY, CLIENT SHALL INDEMNIFY MSP FROM ANY AND ALL CLAIMS FILED BY THIRD PARTIES FOR DAMAGE, COMPROMISE OR LOSS OF DATA, INCLUDING WITHOUT LIMITATION HIPAA OR PRIVACY CLAIMS, PRIOR TO THE COMPLETION OF CLIENT ONBOARDING BY MSP AND FOR ANY CLAIM FOR DAMAGE OR LOSS THAT COULD HAVE BEEN PREVENTED BUT FOR CLIENT'S WRITTEN DECLINATION OF PRODUCTS OR SERVICES RECOMMENDED BY MSP.

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.

21. LIMITATIONS OF LIABILITY. THIS SECTION LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FOR AND MATERIAL PART OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT MSP WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH.

IT IS AGREED THAT PRIOR TO AND DURING THE ONBOARDING PERIOD, MSP WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DELAYS OR DEFICIENCIES, ANY VIRUSES, BREACHES, HIDDEN MALWARE, OR OTHER CYBER-ATTACKS ON THE SYSTEM. MSP DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WHERE THE SYSTEM IS, OR HAS BEEN, COMPROMISED PRIOR TO COMPLETION OF CLIENT ONBOARDING AS ALL NETWORK FUNCTIONALITY AND SECURITY ARE SOLELY THE RESPONSIBILITY OF CLIENT PRIOR TO COMPLETION OF MSP ONBOARDING. CLIENT UNDERSTANDS THIS AND AGREES IT WILL NOT FILE A CLAIM AGAINST MSP OR ITS INSURANCE PROVIDER FOR ANY DAMAGE WHATSOEVER, REGARDLESS OF CAUSE, FOR ANY DAMAGE THAT OCCURRED PRIOR TO COMPLETION OF MSP ONBOARDING. CLIENT ACKNOWLEDGES AND AGREES THAT MSP WILL NOT BE RESPONSIBLE UNDER Southwest Networks, Inc.

ANY CIRCUMSTANCES FOR DELAYS OR DEFICIENCIES IN THE PROVISION OF, OR ACCESS TO, THE SERVICES TO THE EXTENT THAT SUCH DELAYS OR DEFICIENCIES ARE CAUSED IN WHOLE OR IN PART BY ACTS OR OMISSIONS OF CLIENT, CLIENT'S AGENTS, VENDORS, LICENSORS, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS.

CLIENT AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, TO RELEASE THE MSP AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. UNDER NO CIRCUMSTANCES, REGARDLESS OF THE NATURE OF THE CLAIM (IN CONTRACT, TORT OR OTHERWISE) SHALL MSP'S AGGREGATE LIABILITY ARISING FROM, OUT OF, OR RELATING TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO MSP UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS. ADDITIONALLY, MSP SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR LOSS CAUSED THAT COULD HAVE BEEN PREVENTED BUT FOR CLIENT'S WRITTEN DECLINATION OF RECOMMENDED PRODUCTS OR SERVICES BY MSP.

22. Equitable Relief. Each Party acknowledges that a breach of this agreement may cause MSP irreparable damages, for which an award of damages would not be adequate compensation and therefore, in the event of such breach or threatened breach, MSP will be entitled to equitable relief without being required to post a bond or other form of security, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy available at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

23. Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, both Parties agree to not solicit, recruit, or employ any employee of the other Party without the prior written consent of the other Party. The Parties mutually agree that in the event of Client's breach of this non-solicitation provision, Client shall pay to MSP liquidated damages in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

24. Payment & Invoicing. Client is obligated to pay MSP all amounts due within 30 days of invoice. Pricing for all Services provided under this Agreement is provided in a separate SOW(s). Unless otherwise stated in a SOW, Client agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such SOW. Applicable federal, state, and local taxes will be added to the price of Services unless Client provides MSP with a proper tax exemption certificate.

If full payment is not received on or before the date due, a late payment fee of 1.5% per month or the maximum rate permitted under applicable law, whichever is less, shall accrue on Client's outstanding balance until the balance is paid in full. Client shall pay all expenses, including actual collection, attorneys' fees, and costs incurred by MSP or its representatives in enforcing its rights under this Agreement.

25. Compliance with Laws: Client agrees to at all times remain in full compliance with all U.S. laws applicable to its business including, but not limited to, any registration and licensing requirements, data protection, or use of data. Client warrants that all software it provides to MSP for installation, configuration, or use in any way has been legally obtained and is properly licensed. Client further warrants that it has legally purchased a sufficient number of copies of such software and that it has not violated any licensing agreement, permit, or applicable law.

MSP has no knowledge regarding licensing of software provided to MSP by Client and the Client indemnifies MSP for any damage or harm caused by installation, configuration, or use of such software. Client understands and acknowledges that Client is solely responsible and liable for all software licensing compliance.

26. Disputes, Jurisdiction & Governing Law: For any dispute regarding this Agreement, MSP shall be entitled to reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law. This Agreement shall be governed by the state and Federal laws applicable in the State of California without regards to its conflicts of laws provisions. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of California and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California.

27. Termination: This Agreement may be terminated by either Party at any time by giving sixty (60) days prior written Notice. Termination of this Agreement shall likewise operate as a termination of all SOW's then in effect and may be subject to applicable costs, expenses, and/or charges. Client may terminate an SOW i) if MSP commits a material breach of a material term of the SOW and fails to cure such breach within ten (10) days after receipt of Notice from Client; or ii) the Parties mutually agree. MSP may terminate a SOW or this Agreement: i) if MSP does not receive the full amount due within 30 days of the date of an invoice; ii) if Client commits any breach of this Agreement or any SOW and fails to cure such breach within ten (10) days after receipt of Notice from MSP; iii) if, as solely determined by the MSP, Client fails to timely provide required information, including but not limited to asset inventory, passwords, or software/hardware licenses; or iv) the Parties mutually agree. If this Agreement or an SOW is terminated by Client, Client shall pay MSP for Services rendered, including all reasonable termination costs and expenses, incurred through the termination date

within thirty (30) days of the date of MSP provides Client the termination costs. MSP agrees to promptly provide Client an accounting of the termination costs.

28. Assignment: Client may not assign its rights or obligations under this Agreement without MSP's prior written consent, which shall not be unreasonably withheld.

29. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be modified or deleted in such a manner as to make this Agreement as modified, legal and enforceable to the fullest extent permitted under applicable laws.

30. Survival: The rights and obligations of the Parties set forth in provisions 6, 12, 14, 15, 16, 20, 21, 26, 27 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

31. Entire Agreement: This Agreement together with the SOW(s) and any attached Exhibit(s) constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous agreements, understandings, and negotiations between the Parties, whether written or oral, with respect to such subject matter.