



1. MASTER CLIENT AGREEMENT

1.1 Scope of MCA: This MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, including any statement of work setting forth the work to be performed, goods, services and intellectual property to be sold or licensed, any related pricing and any other order for goods, licensing, services and any related agreement for services (for example, agreements for back-up disaster and recovery or cloud IT services) whether or not attached hereto or otherwise explicitly incorporated herein by reference (each of which may hereinafter be referred to as a "Statement of Work", "SOW", "Service Level Agreement", "SLA", "Infrastructure as a Service", "IaaS", or an "Order") shall contractually obligate Client, and any Client affiliate to the MSP or any affiliates of MSP, or any successors and assigns thereto, for all goods ("Goods") and services ("Services"), including for any licensing of intellectual property. Goods and Services may include, but are not limited to, software, licenses, subscriptions, back-up, disaster, and recovery services, cloud services, hardware, trouble support, and ticketing services, call center and maintenance services, combined software and services, identification verification processes, policies, and systems, cybersecurity systems, applications, software, policies, and enhancements, voice over internet protocol ("VoIP"), telephone and internet services. Goods and Services shall be collectively referred to hereinafter as "Product", regardless of whether such Product is provided to Client by MSP directly or through any third party vendor, wholesaler, reseller, supplier, channel partners, trade partner, consultant, or trade group member, including but not limited to members of the20, independent contractor, agent or distributor of MSP, as the case may be, under the circumstances then appertaining.

1.2 Affiliate: For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly, through one or more entities, controls and/or owns or is controlled and/or owned by Client or MSP, or is under common control and/or ownership with Client or MSP.

1.3 Statements of Work, Orders, and SLA's: Any Product provided pursuant to this MCA may require the acknowledgment by Client either in writing, electronic or other means acceptable to MSP. Whenever reasonably practicable, an initial Statement of Work or Order may be, but is not required to be attached hereto as an exhibit upon execution of the MCA by the Parties' failure to attach any Order to the MCA shall not void Client's obligations (financial or otherwise) to MSP. The Parties agree and acknowledge that the Parties may, in the course of their dealings, execute multiple Orders pursuant to this MCA. Such Orders need not be appended to this MCA, but shall be deemed to be incorporated herein even if such Orders are not attached to this MCA. In the event of any conflict between the terms of any Order and the MCA, the terms of the Order shall prevail and be superior to the MCA, except as to the MCA's provisions concerning limitation of liability, set-off, waiver of claims, covenant not to sue, hold harmless, duty to defend, representations, warranties, indemnity, alternative dispute resolution, MSP's intellectual property rights, termination of the MCA, the MCA Term (as that term is hereinafter defined), choice of law or forum, and the MCA Termination Rights (collectively, the "MCA Dominant Terms"). The MCA Dominant Terms (unless otherwise mutually agreed to by the Parties in writing) shall apply to all agreements, Orders, Statements of Work, rights, remedies and obligations of the Parties.

2. TERM AND TERMINATION

2.1 Term. This MCA will begin on the Effective Date and will continue for one (1) year (the "MCA Term") or until each Order initiated within the MCA Term is fulfilled or expires, except as otherwise set forth herein or as otherwise agreed by the Parties in writing. Upon expiration, this Agreement will automatically renew for additional 1 year term, unless either party provides not less than sixty (60) days prior written notice of non-renewal. MSP may unilaterally, subject to the terms of the MCA and in MSP's sole discretion, terminate this MCA in whole or in part and/or reduce MSP's obligation(s) under the MCA in whole or in part, including MSP's obligation(s) under any Order, for (i) Client's breach of any provision of the MCA, (ii) Client's failure to meet its obligations to MSP under the MCA, or (iii) for cause ("MCA Termination Events"). MCA Termination Events include, but shall not be limited to: (a) Client's failure to cure any payment that Client fails to pay when due under this MCA and/ or any Order within ten (10) business days written notice being provided by MSP to Client regarding said delinquent payment ; or (b) failure of Client to comply with any applicable law and/or any material provision of the MCA and/or any Order upon ten (10) business days written notice being provided MSP to Client. Upon any termination of the MCA and/or any Order in whole or in part, Client shall immediately uninstall or cease using any software designated by MSP, return any of MSP's hardware, and otherwise cease to use and return any Product to MSP, together with all related documentation, hardware, intellectual property, and software, and any hard, cyber or digital copies thereof (collectively, the "Ancillaries") in a manner (and at a time and place) reasonably acceptable to MSP in MSP's sole discretion and at Client's sole expense. Upon written request of MSP, Client will within three (3) business days certify in writing to MSP that all Product and Ancillaries have been returned, or if so directed by MSP in writing to Client, have been destroyed in accordance with applicable law. Client agrees to assume liability to MSP and the MSP Release Parties for any unauthorized use of Product and Ancillaries and any destruction and disposal of same in accordance with applicable law. In the event a dispute arises in connection with the services being provided by MSP, Client must provide written notice to MSP describing in sufficient detail the basis of its dispute with MSP's services. MSP shall have thirty (30) days to cure any alleged deficiency by MSP in the provision of services as set forth in the Scope of Work. Thereafter, if Client is not reasonably satisfied with MSP's cure, Client may terminate without penalty upon an additional sixty (60) days written notice. Client shall Release, hold harmless, covenant not to sue, indemnify and defend MSP and the MSP Release Parties for any and all claims by Client and any third party or governmental entity arising from any failure of Client to use or dispose of any Product and Ancillaries in accordance with applicable law, regardless of whether MSP has provided Client with advance written consent to maintain,



use or destroy any Product and Ancillaries. If the MCA or an Order is terminated in whole or in part prior to the expiration of the MCA Term, unless otherwise agreed to mutually in writing (the "**Early Termination Date**"), Client will nevertheless be liable to MSP for the balance of payments under the MCA through the expiration of the MCA term and shall be liable to MSP and reimburse MSP for all expenses, losses and damages incurred by MSP. At the expiration of the MCA Term or the MCA Early Termination Date, MSP may immediately terminate any license granted to Client pursuant to the MCA and any Order.

2.2 Client's Use And Access To Client Data and Services Post-Termination: Client shall, for continued use and access of its data post-termination and for Services as necessary, pay to MSP on the first day of each month following the month of termination of this MCA and/or any Order a monthly transition fee (the "**Post-Termination Transition Fee**") at prices no worse to Client than those for comparable Services provided to Client by MSP prior to Termination, or if comparable services were not provided to Client by MSP prior to Termination or expiration, then at prices no worse than the fair market value for such services in advance on the first day of each month for a period not to exceed three (3) months or as otherwise agreed (the "**Post-Termination Transition Period**"). Further, Client shall remit to MSP any third-party vendor costs relating to the continued use and access of its data post-termination and for Services as necessary.

2.3 Liability Relating to Client Data Post-Termination: Subject to the Limitation of Liabilities set forth in Section 5.3, Client acknowledges that neither the MSP nor the MSP Release Parties have any liability to Client for breach, harm, ransom, storage, hacking, modification, duplication, destruction or loss of any data (including, but not limited to, Client data, data of any employees of Client, data of Client's customers, or any data of any employees of Client's customer's, or data of any other third parties) post-termination of this MCA and/or any Order (including the Post-Termination Transition Period), regardless of where or how the data is maintained, including off-site maintenance by third-party storage vendors, and regardless of whether MSP or Client was or was not in direct privity or contract with such third-party vendor. Client hereby Releases, waives all claims against MSP or any MSP Release Parties, covenants not to sue MSP, holds MSP harmless, and agrees to indemnify and defend MSP from and in relation to any and all claims, damages, suits, demands, trials, tribunals, dispute resolution proceedings and causes of action arising from any consequences resulting from data breaches of Client, Client's employees, Client's customers, employees of Client's customers, or any third parties post-termination (including during the Post-Termination Transition Period).

3. PAYMENT AND DELIVERY

Client shall be billed by MSP on a monthly basis and Client shall pay to MSP all fees and expenses incurred under this MCA and/or any Order (including any Post-Termination Transition Fee) in accordance with and upon receipt of an Invoice (as that term is hereinafter defined) generated by MSP to Client specifying the amounts due for fees and reimbursable expenses (collectively, the "Fees"). The payment of any Fees shall occur by automatic ACH transfer or other automatic electronic means designated by MSP unless otherwise agreed to or required by MSP in writing. All Fees payable under this MCA are exclusive of sales, use, customs duties and any other applicable transaction taxes, which Client will pay and remit unless otherwise required by applicable law. If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-third-quarter percent (1.75%) per month from the date due until paid in full. Client shall pay all expenses, including, but not limited to any accounting and expert fees incurred by MSP, or its representatives in enforcing its rights under this MCA. Client's obligation to pay any Fees and MSP's right to all such amounts are absolute and unconditional and not subject to setoff by Client. All Goods are FOB shipping point. Client agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP for all Products. MSP will submit invoices for Fees (each an "Invoice") to Client for remittance, and each Invoice will designate the terms of payment, including (but not limited to) payment in advance, payment immediately upon receipt of Invoice, payment upon completion, payment at designated intervals, etc. In the event emergent Services, Product and/or licenses is/are provided or commenced at Client's request and under the circumstances is commenced or provided prior to Order or Invoice, then payment for all such Product shall be due immediately upon completion or presentation of Order or Invoice, whichever is sooner. Absent statement of terms in any Order or Invoice, the default shall be immediate payment upon presentation of Order or Invoice unless otherwise agreed in writing. All invoices issued by MSP shall be deemed accurate, correct, and binding upon Client unless Client provides written notice of any dispute, specifying in reasonable detail the nature of the dispute, within ninety (90) days after receipt of such invoice. Failure to provide such notice within said ninety (90) day period shall constitute an irrevocable waiver of any right to contest, dispute, or withhold payment of the invoice, and the invoice shall be deemed final, conclusive, and indisputable by Client.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 Proprietary Rights. MSP, any Affiliates of MSP and/or their licensors shall retain all rights, title and interest in any and all intellectual property, informational property, industrial property and any copies thereof. MSP neither grants nor otherwise transfers any rights of ownership in the Product, licenses, or intellectual property to Client. By signing below, Client acknowledges that the Product and intellectual property may be protected by applicable copyright, confidentiality, non-disclosure, and trade secrets laws, as well as and other forms of intellectual property, informational property and industrial property protections.



4.2 Product. Client may only use and disclose Product in accordance with the terms of this MCA and any applicable Orders. MSP reserves all rights in and to the Product not expressly granted in this MCA. Client may not disassemble or reverse-engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law, or provide a third party with the results of any functional evaluation of, benchmarking of, or performance tests on, the Products without MSP's prior written approval. Client shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Product, programming, documentation, reports, or any other Product Services available to any third party. Except as expressly authorized in this MCA or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, license, assignment, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

4.3 Product Licensed Under This Agreement.

(a) License. Subject to the terms of this MCA and any applicable Orders thereunder, MSP grants Client a non-exclusive, non-transferable license to use all programming, documentation, reports, and any other Product provided by MSP pursuant to this MCA solely for its own internal use.

(b) Pre-Existing License Agreements. Any software Product provided to Client by MSP as a wholesaler, channel partner or reseller for a third party, which is licensed to Client under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be governed by the SLA. The fulfillment of the obligations under the MCA will not relieve or alter the obligations or responsibilities of either party (or of any third party) in regards to the software product licensed under the SLA.

(c) Ownership. MSP owns all right, title and interest in the Product, including all intellectual property rights embodied therein. Nothing in this MCA is intended to (or will have the effect of) vesting in Client, or transferring to Client, rights of MSP, its Affiliates, suppliers' or licensor's software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form.

4.4 Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by MSP, and restrictions against use and disclosure of such Confidential Information by the Client.

(a) Definition. The term "**Confidential Information**" means all proprietary or confidential information that is disclosed to the Client by MSP its affiliates, suppliers, and licensors, and includes, among other things (i) any and all information relating to Products provided by MSP, any Client-related information and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials and (ii) the terms of this MCA.

(b) Disclosure Restrictions. Client may not disclose Confidential Information of MSP to any third party without the prior written consent of MSP.

(c) Proprietary Legends. Client may not remove, obscure, or alter any proprietary legend relating to MSP's rights on or from any form of Confidential Information of MSP without the prior written consent of the MSP, except as expressly authorized in an Order.

(d) MSP will make reasonable disclosures of Client's confidential information solely in pursuit of performance of its requirements in this MCA and any exhibits or schedules to this MCA

5. ALLOCATION OF RISK

5.1 CONSEQUENTIAL DAMAGES. MSP IS NOT LIABLE TO CLIENT, ITS AFFILIATES, THIRD PARTY VENDORS, OR ITS LICENSORS, FOR CONSEQUENTIAL DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF (OR RELATING TO) THIS MCA OR THE PRODUCT, EVEN IF MSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW. AS USED IN THIS AGREEMENT, "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE, INTERRUPTION OF BUSINESS OR LOSS OF USE OF CLIENT DATA.

5.2 THIRD PARTY SERVICES. IN ADDITION TO AND WITHOUT LIMITING SECTION 5.1, MSP, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS, AND REPRESENTATIVES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY THIRD PARTY VENDORS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, MSP, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS, AND REPRESENTATIVES ARE NOT LIABLE FOR ANY LOSSES, INJURIES, OR DAMAGE OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR OTHERWISE RELATED TO, IN CONNECTION WITH OR ARISING FROM THIRD PARTY

SERVER DATA STORAGE, DUPLICATION, ARCHIVING, FILTERING, FIREWALL, THIRD PARTY CO-LOCATION, EQUIPMENT, SOFTWARE, OR HARDWARE, OR OTHER SERVICE, SEEN OR UNFORESEEN, (COLLECTIVELY, "CLOUD SERVICES") AND WHETHER OR NOT CAUSED BY INTENTIONAL OR UNLAWFUL ACTIVITY INCLUDING HACKING, RANSOM, VIRUS OR SECURITY BREACHES, OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY VENDOR, CONTRACTOR, CHANNEL PARTNER, LICENSOR, LICENSEE, OR ANY OTHER PARTY.

5.3 LIMITATION OF LIABILITY. MSP'S ENTIRE LIABILITY FOR ANY CLAIM, SERIES OF CLAIMS, OR FOR ANY DAMAGES RELATED IN ANY WAY TO ANY PRODUCT OR RIGHTS OF MSP, AS WELL AS THOSE ARISING UNDER OR RELATED TO THIS MCA, INCLUDING MSP'S PERFORMANCE OF THE SERVICES, OR MSP'S PROVIDING OF ANY HARDWARE OR SOFTWARE UNDER ANY THEORY, WHETHER STRICT LIABILITY, NEGLIGENCE, ACTIVE OR OTHERWISE, IS LIMITED TO CLIENT'S AND ANY THIRD PARTIES' DIRECT DAMAGES AND IS FURTHER LIMITED TO THE COVERAGE ACTUALLY AFFORDED BY MSP'S INSURANCE POLICIES. ALTERNATIVELY, IF INSURANCE COVERAGE IS NOT AVAILABLE UNDER ANY OF MSP'S POLICIES, TOTAL LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LESSOR OF THE AMOUNT CLIENT PAID TO MSP UNDER THIS AGREEMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVING RISE TO THE LAST CLAIM OF DAMAGE OR \$10,000.00. THIS PROVISION IS INDEPENDENT OF ANY OTHER LIMITATION OF LIABILITY AND REFLECTS A SEPARATE ALLOCATION OF RISK FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES.

5.4 Indemnification and Duties.

(a) If Client, its Affiliates, or any of its respective employees, agents, vendors, or suppliers, is faced with a legal claim by a third party arising out of MSP's actual or alleged gross negligence, negligence, willful misconduct, violation of law, or failure to meet the security obligations required by the MCA, or a legal claim alleging patent, trade secret, or copyright infringement, then Client must forward notice of the legal claim to MSP within three (3) business days of receipt of the claim.

(b) If MSP, its Affiliates, or any of its respective employees, agents, vendors, channel partners, contractors, licensee, licensor, or suppliers is faced with a legal claim by a third party arising out of Client's actual or alleged gross negligence, negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, and/or violation of Client's agreement with its Clients or end users, then Client shall at all times indemnify and hold harmless MSP, its successors and assigns and any of its officers, directors, employees representatives, and/or agents, and their heirs, executors, administrators, successors and assigns or each of them against and from any and all claims, damages, liabilities, costs and expenses, including the cost of defending the claim (including reasonable attorney's fees) and any damages award, fine or other amount that is imposed on MSP as a result of the claim. Client's obligations under this subsection include claims arising out of the acts or omissions of Client's employees, any other person to whom Client has given access to the Product, and any person who gains access to the Product as a result of Client's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Client, including unlawful acts of data intruders.

(c) Client shall pay attorneys' fees and other expenses that MSP incurs in connection with any dispute between persons having a conflicting claim to control Client's account with MSP, or any claim by Client's clients or end users arising from an actual or alleged breach of Client's obligations to them.

(d) If Client receives notice of a claim that is or may be covered by this Section 5.4, the notice must be promptly forwarded to the MSP. Client will not settle any claim that encumbers MSP with any liability, specific performance, injunctive relief that acknowledges only wrongdoing by MSP, breach of the MCA by MSP, violation of regulation or law by MSP, or substantially similar burden without written approval and consent from MSP.

5.5 Injunctive Relief. Client acknowledges that a violation of MSP's confidentiality as described in Section 4 of this MCA will cause MSP immediate and irreparable harm. In the event of a breach of Section 4 by Client or any third party, Client agrees that MSP may seek, in addition to any and all other remedies available at law, an injunction, specific performance, or other appropriate relief, including liquidated damages, loss or profits, enterprise value, business disruption, or harm to reputation.

5.6 Additional Protections.

(a) MSP SHALL NOT BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS OR INTRUSION TO CLIENT DATA, NOR SHALL MSP BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS OR INTRUSION TO ANY DATA OF CLIENT'S CLIENT, ANY DATA OF ANY ENTITY OR PERSON SERVICED BY CLIENT, AND/OR ANY ENTITY OR PERSON TO WHOM CLIENT OTHERWISE OWES A DUTY OF CARE, WHETHER SUCH DUTY OF CARE ARISES PURSUANT TO CONTRACT OR AS A MATTER OF APPLICABLE LAW. CLIENT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING WHAT APPLICABLE COMPLIANCE STANDARDS, IF ANY, IT MUST OR SHOULD ADHERE TO OR MAINTAIN FOR ITSELF, ITS CLIENTS, CLIENTS OR OTHER THIRD PARTIES CONCERNING DATA COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION FOR ANYONE TO WHOM CLIENT IS RESPONSIBLE AND/OR OTHERWISE OWES A DUTY OF CARE CONCERNING SUCH DATA COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION.

(b) Client fully and forever Releases and discharges MSP and all of its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, from any and all injuries, losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to Client, its property, Client's customers, employees, suppliers or any other person, directly or indirectly arising out of or in connection with services provided by third party vendors, including, but not limited to, the following third party vendor services: Cloud data storage and applications as set forth in the IaaS and DaaS (such as Crayon Software Experts), BDR (such as Datto & Unitrends), Cybersecurity enhancements (such as PaloAlto, Blokworx) , Identification programs, (such as ID 20/20).

Further, Client will defend, indemnify, hold harmless, and reimburse MSP from and for all damages, losses, costs, or expenses (including legal fees) incurred by the MSP or paid by them to any person (including Client or its respective insurers) in respect of any liability resulting from services provided by third party vendors. In addition, Client will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against MSP, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries, losses, or damages sustained by Client, its customers, employees or suppliers, other parties, or any such person's property in connection with any services provided by third party vendors.

(c) MSP shall not be liable for any inability of the MSP, Client or Client's Clients to access, maintain, recover or restore any of Client's data, including (but not limited to) any inability as a result of force majeure, acts of God and nature, war, terrorism, bankruptcy, insolvency or shutdown of any business of Client, Client's Client, Client's vendors, or MSP's vendor or vendors, channel partners, licensees or licensors, VOIP service providers, or agents, except as otherwise required by law. For purposes of this section, "vendor" or "vendors" includes, but is not limited to, vendors storing Client's Data or Client's Client data in the "cloud", such as offsite storage facilities.

(d) In the event of the insolvency, liquidation, or restructuring of the Client, Client agrees for any continuation of Product that the MSP may provide in its sole discretion, that MSP shall be considered, for purposes of applicable state and federal law, including federal bankruptcy law, as a "critical vendor," and Client shall be paid immediately for any outstanding pre-filing Invoices that are outstanding. Additionally, in the event of the insolvency, liquidation, or restructuring of the Client, Client shall waive any and all rights to bring any avoidance action, actions for clawback of amounts paid/transfers made, actions for preferential transfer/treatment, and actions for fraudulent transfer, whether such actions arise under state or federal law, including (but not limited to) federal bankruptcy law.

6. SERVICE-SPECIFIC TERMS.

6.1 All Necessary Rights. If, as part of its Services, MSP is required to use, copy or modify any third-party hardware, software or other technology provided or licensed to Client, then prior to MSP's performance of such Services, Client will acquire all rights necessary for MSP to perform such Services and shall indemnify MSP for any claims arising therefrom.

6.2 Intellectual Property Indemnity.

(a) Infringement Claims. Subject to the disclaimer of damages and limitations of liability set forth in section 5, if a third party asserts against Client a claim that the Products and/or MSP's performance of the Services in accordance with the terms of this MCA violates a patent, trade secret or copyright (an "**Intellectual Property Right**") owned by that third party ("**Infringement Claim**"), then MSP may, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Client for any damages finally awarded against Client. For any claim, Client must promptly notify MSP of any Infringement Claim, MSP may retain sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Client must provide all reasonable assistance requested by MSP. MSP will not be liable for any expenses or settlements incurred by Client without MSP's prior written consent.

(b) Remedies. If an injunction or order is obtained against MSP performing the Services for Client and/or Client using the Products by reason of the allegations of infringement, or if in MSP's opinion the Services and/or Products may violate a third party's proprietary rights, then MSP may, at its expense: (a) procure for Client the right to continue to receive the Services and/or use the Products; (b) modify or replace the Services and/or Products with a compatible, functionally-equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this MCA or a specific order thereunder and release Client from its obligation to make future payments for the Services and/or Products. Sections 5.1, 5.2, and 5.3 contain Client's exclusive remedies and MSP's limited liability for claims of infringement.

6.3 MSP Insurance. MSP will provide and maintain during its rendition of the Services and sale of Product, but only for losses arising out of MSP's work for Client: (a) worker's compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits statutorily required and at least one million dollars (\$1,000,000) for each occurrence; (c) commercial general liability insurance (including products liability) with one million dollars (\$1,000,000) per occurrence combined single limit and one million dollars (\$1,000,000) in the aggregate, including coverage for the use of subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; and (d) professional liability insurance covering the effects of errors and omissions in the performance of professional services with limits in the amount of one million dollars (\$1,000,000) for each occurrence and in the aggregate.



6.4 Client Insurance. Due to the complexity and severity of the exposures created by the use of computers, Client shall consult with a qualified risk manager to evaluate its exposures, unless otherwise agreed by the parties in writing. Client shall name MSP as an additional insured to its insurance policies, including:

(a) **Commercial general liability insurance**. It is **recommended** that client shall maintain coverage with limits no less than one million dollars (\$1,000,000) per occurrence combined single limit and one million dollars (\$1,000,000) in the aggregate, including coverage for contractually assumed liability as contained herein and name MSP as an additional insured.

(b) **Property insurance**. It is **recommended** that client shall maintain property insurance with a coverage extension for electronic data and name MSP as an additional insured. "Computer equipment. Policy will pay for loss or damage caused by or resulting from an 'accident to computer equipment. Computer equipment means covered property that is electronic computer or other data processing equipment, including, 'media' and peripherals used in conjunction with such equipment, including loss of income.

(c) **Cyber and privacy insurance**. It is **recommended** that policy coverage at a minimum shall include the following: Cyber-extortion coverage, Data asset coverage, Computer fraud, Business interruption, Extra expense, Privacy notification and crisis management expenses, Information security and privacy liability, Website media content liability, Mechanical breakdown and electrical failure.

6.4.1 Client's insurance: as to any insurance policies referenced above in this paragraph 6.4, if any, Client shall provide a certificate of insurance to MSP upon written request.

6.5 Mutual Waiver of Subrogation. To the extent permitted by law, MSP and Client mutually waive all rights against each other for recovery of damages to the extent such damages are covered by insurance, including but not limited to worker's compensation, and employer's general liability, auto liability, physical damage, property insurance, cyber insurance and/or commercial umbrella/excess liability insurance under their respective insurance coverage policies and limits.

6.6 Independent Contractor. Nothing in this MCA will be construed to make either party an employer, employee, agent or partner of the other, and this MCA will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MSP and Client. All of the Services performed by MSP will be performed as an independent contractor. MSP will perform such Services under the general direction of Client, but MSP will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this MCA and applicable Order. Neither party will have any authority to make any contract in the name of, or otherwise to bind, the other party. MSP will be responsible for, and will pay, all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MSP and MSP's employees.

6.7 Non-Solicitation. Client will not, either directly or indirectly (except through MSP) solicit, hire, or contract with any MSP employee during the term of this Agreement and for a three (3) year period following termination thereof (hereafter the "Nonsolicitation Period"). In the event that Client desires to directly hire any MSP employee during the Nonsolicitation Period, Client must first seek MSP's consent to directly hire the MSP employee and to speak with the MSP employee about the employment opportunity.

6.8 User Identification Tools. MSP shall offer a user identification program to Client that will allow MSP to verify Client's identity in telephone conversations. The purpose of the user identification program is to decrease the risk of identity theft, impersonation, theft of information, breach of confidentiality, property loss or damage. If Client declines to participate in the program, it will not be possible for MSP to verify Client's identity in such telephonic conversations. One such provider of identification services is ID 20/20. If Client declines to accept the identification program offered by ID 20/20, Client agrees to execute the Release and Waiver Of Liability for Id 20/20 User Identity Verification Tool.

7. ALTERNATIVE DISPUTE RESOLUTION.

ANY SUIT CONTROVERSY OR CLAIM ARISING OUT OF (OR RELATING TO) THE PRODUCT AND/OR THIS MCA WILL BE REFERRED TO MANDATORY NONBINDING MEDIATION. THE PARTIES SHALL SPLIT THE COSTS OF THE MEDIATOR. THE MEDIATION SHALL BE CONDUCTED IN THE STATE OF TENNESSEE, COUNTY OF WILLIAMSON BY A MEDIATOR MUTUALLY AGREEABLE TO THE PARTIES SELECTED FROM THE LIST OF CERTIFIED MEDIATORS MAINTAINED BY THE TENNESSEE SUPERIOR COURT. A REPRESENTATIVE OF THE PARTY WHO HAS AUTHORITY TO NEGOTIATE AND SETTLE THE MATTER MAY APPEAR TELEPHONICALLY.

8. MISCELLANEOUS/OTHER PROVISIONS.

8.1 Severability, No Recovery of Fees. Should any provision of this MCA be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, each party shall bear its own respective costs, expenses, and attorneys' fees.



8.2 Notices. Unless otherwise provided, notices to the Parties will be in writing to the address indicated above and deemed effective when received by U.S. mail by first class, express mail, or by electronic means.

8.3 Verification. Upon MSP's written request, Client will provide MSP with a certification signed by an officer of Client verifying that Product is being used pursuant to the terms of this MCA, including (without limitation) the licensed capacity of the Product. MSP may, at its expense, audit Client's use of Product to confirm Client's compliance with this MCA. Any such audit will be conducted during regular business hours at Client's facilities and will not unreasonably interfere with Client's business activities. If an audit reveals that Client has underpaid Fees to MSP, Client will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Client will also pay MSP's reasonable costs of conducting the audit.

8.4 Assignment. Client may not assign this MCA or any rights granted in this MCA to any third party, except with the prior written consent of MSP. MSP may assign, in its sole discretion, all or any portion of this MCA to provide more reasonable and competent equipment, software, or services to Client.

8.5 No Waivers. Failure of a party to require performance by the other party under this MCA will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this MCA will not be construed as a waiver of any continuing or succeeding breach.

8.6 Force Majeure. Any delay or failure of MSP to perform any obligation under this MCA caused by governmental restrictions, labor disputes, acts of terrorism, cyber-espionage or hacking, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party will not be deemed a breach of this MCA.

8.7 Channel Partners. Client acknowledges that MSP may utilize channel partners to market and sell its products, services, or technologies.

8.8 Entire Agreement. This MCA, together with each Statement of Work and Order, constitutes the entire agreement between Client and MSP, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This MCA, and each Statement of Work and Order, may be modified only by a mutually signed writing between Client and MSP.

8.9 Export Controls. Client will cooperate with MSP as reasonably necessary to permit MSP to comply with the laws and regulations of the United States and all other relevant countries relating to the control of exports ("Export Laws"). Client may not import, export or re-export, directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws without first obtaining such validated license.

8.10 Referencing. Client agrees that MSP and any Affiliates of MSP may refer to Client as a Client of MSP, both internally and in externally-published media, to include (but not be limited to) use of Client name, logo, and the fact of the relationship in promotional materials, although Client may cancel the above-described referencing rights on thirty (30) days-notice to MSP. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of MSP who wish to evaluate the technical specifications of Product.

8.11 GOVERNING FORUM AND LAW. THIS MCA IS GOVERNED BY TENNESSEE LAW, EXCEPT AS TO CONFLICTS OF LAW, WHICH IN ALL CASES SHALL CAUSE TO BE SELECTED THE LAWS OF THE STATE OF TENNESSEE. ALL DISPUTES UNDER THIS MCA SHALL BE RESOLVED IN ACCORDANCE WITH PARAGRAPH 7. SHOULD LITIGATION OCCUR, THE PARTIES AGREE THAT SUCH LITIGATION WILL BE RESOLVED IN THE COURTS OF THE STATE OF TENNESSEE, INCLUDING THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF TENNESSEE, AND THE PARTIES AGREE TO ACCEPT ALL SERVICE OF PROCESS RELATED TO SUITS AND CLAIMS COMMENCED IN THE STATE AND FEDERAL COURTS OF TENNESSEE AND HEREBY WAIVE ANY SERVICE OF PROCESS OR VENUE DEFENSES OTHERWISE AVAILABLE TO IT. IN THE EVENT OF A DISPUTE ARISING OUT OF THIS MCA, EACH PARTY SHALL OBSERVE THE "AMERICAN RULE" AND BEAR ITS OWN RESPECTIVE COSTS, EXPENSES, EXPERTS, AND ATTORNEYS' FEES, EXCEPT WITH RESPECT TO SECTION 5.4(C).

8.12 Litigation Holds. Any and all discovery, (including electronic data) that Client determines to voluntarily produce or is required or compelled to produce pursuant to process or court order in suits, claims, proceedings or disputes with third parties shall be at Client's sole expense and in a manner in form and substance compliant with applicable law, process or court order. MSP's assistance with such discovery and the provision of products and services in connection therewith, shall be subject to a separate services agreement "discovery services agreement" mutually agreeable to MSP and Client. In no event shall MSP be required under any such discovery services agreement to advance costs, fees or expenses - said costs fees and expenses to be disbursed by Client in advance unless otherwise agreed to in writing by the Parties.

8.13 Non-disparagement. Neither Party shall, directly or indirectly, make or authorize the making of any statement that disparages or creates any material negative inference with respect to the other Party's respective officers, directors,



affiliates, personnel, products or related companies, by words, actions or other communications, or by any omission to speak, act or otherwise communicate.

8.14 Change of Control. In the event of an acquisition or other change in control of Client, this MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, shall remain in full force and effect. "Change in Control" means, for any person, either (a) any sale, exchange, transfer, conveyance or termination of any equity or ownership interests in Client, or any corporate, limited liability company or partnership reorganization, restructure, merger, acquisition, transfer of assets, consolidation or adjustment with respect to Client, in each case if the persons currently in control of Client would no longer have such control after such event or (b) any other change in the direct or indirect control of, or the ability or right to control, a majority of the voting shares of any class of securities or ownership rights in Client or in the right or the power to control the election of the board of directors or other managing body of Client, in each case if the persons currently in control of Client would no longer have such control after such event.

Nashville Computer, Inc.

Client: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____