

Master Services Agreement (MSA)

For ALL Services – Revised 03/01/2023

This Master Services Agreement is between Cyber One Solutions, LLC, a Texas Limited Liability Company (sometimes referred to as "we," "us," "our," "Partner," OR "Provider"), and the Client found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, together with the Quote and relevant Service Attachments forms the agreement between the parties.

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments:

The services to be delivered by Provider (the "Services") and the fees for those Services, and the specific terms applicable to those Services are described in the Quote or one or more Service Attachments referencing this Agreement.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services we will deliver to Client are limited to those Services specifically identified in the Quote and described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and this Agreement, the terms in the Service Attachment control. In the event of any conflict between the terms of a Quote and any Service Attachment or this Agreement, the terms of the Quote control.

Provider may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

Supplemental Services:

"Supplemental Services" are limited, additional services and equipment Client may need on a "one-off" or emergency basis that are not included within the scope of the Services described in a Quote or the applicable Service Attachments. Client may incur additional Service Fees for Supplemental Services. We will notify Client of any such additional Service Fees and will obtain Client's approval prior to providing them. However, we have no obligation to determine the need for or to provide on an "as-is" basis and include no warranties of any kind, whether expressed or implied. In addition, if we determine that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this paragraph, we may deliver to Client a proposed Service Attachment for Project Services or a Proposal prior to providing Supplemental Services.

FEES FOR SERVICES AND PAYMENT TERMS

Service Fees:

Fees for Services are outlined in all Quotes or Statements of Work documents. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider's then-current rates. All fees assume that Customer equipment is under manufacturer warranty and/or a valid maintenance contract.

Customer will be billed monthly based on the current number of active extensions, mobile devices, workstations, servers, and network devices under management. A device will be considered active and under management, if the device has been in contact with the provider's management console(s), at any time in the prior sixty (60) days. Any

device that has not contacted the provider's management console in the prior sixty (60) days will be considered inactive and can automatically be removed from provider's management console(s). Once fully removed from the management console(s), billing will cease for that device.

Adjustments to Service Fees:

Except as may be specified in a Quote, we may adjust the Service Fees charged under this Agreement as follows:

- **END-USER OR NETWORK GROWTH**

During the term of any Service, if the number of users or devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Quote exceeds the numbers, types, or quantities previously ordered, we may apply a pro-rata adjustment to the total Service Fees based on Provider's then-current fee rates. Client shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of a Service, if the number of users or devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Service is less than the numbers, types, or quantities previously ordered, upon request, we may apply a pro rates adjustment to the total Service Fees based on Provider's then-current fee rates.

Dormant Workstations:

Customers have the option to put active workstations into a dormant state. Dormant workstations are machines that are still within their useful lifecycle but are considered dormant because they will not be needed by an active user for an extended period of time (i.e., more than sixty (60) days). Customer agrees to notify Provider of machines that should be flagged as dormant by emailing support@cyberonesol.com with the names of the relevant workstations. Any workstation that is in a dormant state will be disabled for use, isolated from the network, and will be unusable for business until reactivated. All dormant workstations will be excluded from management activities, including billing until they are reactivated.

Decommissioned Workstations:

Decommissioned Workstations are machines that need to be permanently removed from the customer environment. Examples would be machines that have been lost/stolen, damaged beyond repair, or failed. This also includes machines that are past their useful life. Any decommissioned workstations can automatically drop out of billing sixty (60) days after last contact unless notification is provided by the customer to support@cyberonesol.com prior to that date.

Customers may opt-out of certain services in the Managed IT and/or Managed Security Services package if desired but opting out of a baseline service will not alter the quoted fee structure. Customers will not have the ability to opt-out of any services provided within the Manage IT 365 packages.

User:

"User" means Client's employees, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications, accounts, and/or passwords by Client (or by Provider upon Client's request). Users do not include any customers of Client or other third parties.

Device:

"Device" means any equipment included in the Services, whether owned by Client or provided by Provider for Client's use, including but not limited to, computers, printers, servers, routers, firewalls, phones, mobile or handheld devices, as well as the software necessary to operate such equipment.

- **SURCHARGES:**

At any time after the parties sign a Quote, Provider may adjust rates and charges to impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. Client shall pay all Service Fees owed as they become due following any such adjustment.

- **SERVICE FEE RATE INCREASES:**

At any time after the parties sign a Quote, we may elect to raise the fees that we charge under that Quote, but it shall not be greater than five percent (5%) annually.

- **THIRD-PARTY SERVICES:**

Provider may audit Client regarding any third-party services. Provider may increase any fees or termination costs that are passed to the Provider for those third-party services Client used or purchased. Client agrees that upon cancellation or termination, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

- **OFFBOARDING:**

Client's cancellation, termination, or transition of the Services to Client's control ("Offboarding") may trigger a billable project. Any Offboarding projects will be subject to a separate Order or Project Service Attachment or Statement of Work, which will be billed at Provider's then-current rates.

- **CLIENT DELAY:**

If we are unable to commence delivery of the Services on the Service State Date (defined below) because of any failure on Client's part, including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Service Fees, which Client shall pay per this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

Pass-Through Expenses:

Client shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

Payment Terms:

Client shall pay the full amount reflected on any invoice as owed to us on the first (1st) day of each month. Unless otherwise stated in writing, billing for partial months ("Proration") is not allowed and shall be based on a full calendar month. Provider, without waiting for any of its remedies, reserves the right to suspend services if payment is not received within as little as five (5) days and as much as thirty (30) days of being sent, depending on whether Client has

been approved for NET Terms. Client shall pay a late charge (“finance charge”) at the rate of one and one-half percent (1.5%), per month, for all invoiced amounts not paid within as little as five (5) days and as much as thirty (30) days of being sent, depending on whether Client has been approved for NET Terms.

Client reserves the right to dispute, in good faith, any or all portions of their amounts owed, or request an adjustment to an amount owed, within the first thirty (30) days of being invoiced. To dispute, or request an adjustment, Client agrees to provide detail in writing to accounting@cyberonesol.com.

Special (“Afterhours”) rates may apply for services requested outside of normal business hours (8 AM to 5 PM CST, Monday through Friday) or on Partner observed holidays. All special rates are charged at one and one-half (1.5) times the normal rate. For example, a normal rate of \$150.00 per hour would be billed at \$225.00 per hour special rate.

Suspension of Service:

If Client fails to pay all amounts owed under this Agreement when due, then upon at least ten (10) business days prior to written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold any Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after a client satisfies the debts owed in full, we shall restore the Services. Customer shall pay a “Reactivation Fee” of no less than \$50.00, and no more than \$500.00, for such restoration of Service(s). In addition to Suspension of Service, it is the sole right of Provider to terminate services after suspending services for failure to pay all amounts owed.

Taxes:

All charges and fees owed as part of this Agreement are exclusive of any applicable sales, use, excise, or service taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse us for their payment(s).

TERM AND TERMINATION

Term:

This Agreement commences on the signature date of the Quote and will remain in effect until either party terminates as permitted below.

Termination:

Either party may terminate this Agreement for any reason or no reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this Agreement will not, by itself, result in the termination of any Quote or Service Attachments, and this Agreement will remain in effect notwithstanding any notice of termination unless and until all Quotes and/or Service Attachments are terminated or expire according to their terms.

INDEPENDENT CONTRACTOR(s)

Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent, or representative of Client.

INTELLECTUAL PROPERTY RIGHTS

Provider Works:

Unless specifically identified in a separate Statement of Work, any writing or work of authorship regardless of medium, created or developed by Provider or Client in the course of performance under this Agreement and related to existing works owned by Provider is a “Provider Work,” is not to be deemed a “work made for hire,” and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Client further hereby irrevocably assigns to Provider all of its patent, copyright, trade secret, know-how, and other proprietary and associated rights in any Provider Work.

License to Provider Works:

Provider hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any Provider Works for Client’s internal business purposes only during the term of this Master Services Agreement.

- License Restrictions:

Client shall not, under any circumstances:

- Modify, copy or create derivative works based on the Services or the Provider Technology,
- Build a product or service using similar ideas, features, functions, or graphics of the Service, or,
- Copy any ideas, features, functions, or graphics of the Service.
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Additional license restrictions may be outlined in the Service Attachments.

- Improvements to Services:

Client hereby assigns Provider and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided Client or Client’s users relating to any proposed improvements of or modifications to the Services.

PROVIDER-SUPPLIED EQUIPMENT

Provider-Supplied Equipment “hereinafter Equipment” means any computer, networking or telephony equipment, racking, or associated hardware other equipment and devices (if any) that Provider installs on Client premises or that Provider ships to Client’s location to facilitate the delivery of Services.

Provider is and will remain, the sole owner of any Provider-Supplied Equipment. Unless otherwise specifically stated in writing, this Agreement transfers no Equipment Ownership rights of any kind to Client.

Provider shall retain the sole discretion to determine the appropriate Equipment, any associated software and/or technology, if any, that shall be used at Client’s location, if Provider’s determination does not materially impair the availability or delivery of services under this Agreement. Provider shall retain sole discretion to determine the necessity of maintenance, repairs, and/or improvement to any of the Equipment.

Unless otherwise specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are Client’s exclusive remedies with respect to

such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client's location.

Client shall take reasonable care of the Equipment and shall not damage, tamper, move and/or remove, attempt to self-repair, or attempt to install any software on the Equipment. Client is financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at Client's location, other than loss or damage solely caused by Provider. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss, or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, Client must produce evidence that such insurance is being maintained and is valid.

Client is solely responsible for providing the necessary power, network connection, and appropriate environment to support the Equipment.

Client shall not remove any sign, label, or other marking on the Equipment identifying Provider as the Owner. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to, the Equipment.

On Termination of any agreement pursuant to which Provider delivers Equipment, Client shall allow Provider and its employees and contractors reasonable access to Client's premises to remove the Equipment. Alternatively, upon Provider's request, Client shall return the Equipment to Provider via the carrier of Provider's choice, for which Provider will pay all applicable shipping charges.

SECURITY INTEREST IN PROVIDER-SUPPLIED EQUIPMENT

Provider retains a purchase money security interest in all Equipment sold by Provider to Client, and in the proceeds of any resale of such Products, until the purchase price and other charges due to Provider have been paid in full. Client agrees to cooperate, to the extent necessary, and authorizes Provider to file UCC-1 filing statements and/or further security agreements as Provider may deem necessary to provide this protection to Provider. In the event of default hereunder, Provider reserves the entirety of its rights and remedies in and to the repossession and/or sequestration of the Products, as well as any and all other remedies allowed at law, including under the Texas Business and Commerce Code, or in equity to collect amounts due and owing hereunder.

PROVIDER-SUPPLIED SOFTWARE

"Software" means any and all software installed on the Equipment or provided by Provider to/for installation on Client's computer equipment to facilitate the delivery of Services.

This Agreement does not transfer any right, title, or interest in the Software to Client. Client's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software.

Client shall not, and shall not permit any third party to:

- Distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- Tamper with, remove, reproduce, modify, or copy the Software or any part thereof,

- Provide, rent, sell, lease, or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or,
- Reverse assemble, reverse compile, or reverse engineer the Software or any part thereof, or otherwise, attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

THIRD-PARTY PRODUCTS RESOLD BY PROVIDER

Provider will provide, install, and support third-party products resold by Provider listed on the Quote (“Third-Party Products”). Client designated Provider as its agent to provide the Service to Client, and to enter into any third-party relationship to provide the Third-Party Products to Client. Use of Third-Party Products is subject to the applicable terms of use of the third-party provider, which Client acknowledges and agrees that it’s Client’s responsibility to understand its terms and comply with its use. Client agrees to be bound by any applicable third-party provider agreements regarding terms of use or end-user licensing, and Client understands that any applicable agreement regarding terms of use or end-user licensing is subject to change by any third-party provider without notice.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information:

During the course of performance under this Agreement, either party may be exposed to or may acquire the other’s proprietary or confidential information. Both Provider and Client shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider’s unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, calculation algorithms, and analytical routines, and other propriety technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider’ servers, and (c) with respect to both parties, other information that is conspicuously marked as “confidential” or if disclosed in non-tangible form, is verbally designated as “confidential” at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Non-Confidential Information:

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise,
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other,
- Information received from a third party with the right to transmit without violation of any secrecy agreement with the other party; and,
- Information that must be disclosed pursuant to a court order or by law.

Confidential Agreement:

No copy of any Quote, Master Services Agreement, Service Attachment, discussions, negotiations, terms, or conditions relating to any Quote, Master Services Agreement, or any Service Attachment may be disclosed to any third party,

except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases:

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally or in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

CLIENT COVENANTS AND OBLIGATIONS

Assistance:

Client shall provide in a timely and professional manner, and at no cost to Provider, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, phones, programs, files, documentation, passwords, a suitable working environment, and other resources requested by Provider to enable it to perform the Services (collectively, "Assistance"). Provider shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager or contact person to interface with Provider during the course of Services.

Software Licensing:

Unless specifically otherwise agreed to in an applicable Quote, Client represents and warrants that Client has title to or has a license or the right to use or modify the Software and has a license or right to permit Provider to use, access, or modify any software that Client has requested Provider to use, access or modify as part of the Services.

It is Client's responsibility to independently ensure that ALL software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software that is not properly licensed by Client. Assistance with software audits or licensing compliance matters are billable at Provider's then-current hourly rates.

Unsupported Software:

Provider shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software").

THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.

Provider Access:

Client shall supply Provider necessary access to its personnel, appropriate documentation and records, and facilities for Provider to timely perform the Services. In addition, Provider must be provided with remote access (via VPN or other reasonable remote access) to covered equipment. Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Client's facility. Client must agree to assign one employee to be a liaison or contact person to Provider to make communications between both parties effective.

Standard Operating Facilities:

Highspeed or Broadband Internet access must be provided. Appropriate cabling to all covered computers and devices must be provided. Appropriate air conditioning and ventilation for all covered computers and devices must be provided, to maintain temperature and air quality as specified by the applicable hardware manufacturers. Power surge protection must be provided for all covered computers and devices. Provider must be provided with convenient and timely access to the Equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.

Support and Escalation:

Provider will respond to Client's requests that are properly submitted by (a) emailing the helpdesk via support@cyberonesol.com and obtaining a ticket number, (b) calling the helpdesk via (866) 998-7691 and obtaining a ticket number, or (c) by using the Support Portal located at <https://cyberonesol.com> and obtaining a ticket number. It is understood by Client and Provider that any request that does not have a ticket number, and/or is submitted outside of these avenues will be discarded and/or abandoned altogether.

Third-Party Obligations:

Client is responsible for any third-party vendor or service provider charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with Client's current carrier(s) or service provider(s). Provider is not responsible for any act or omissions to third-party providers. Provider does not warrant beyond any warranty of any third-party services. In the event that a claim arises from any act or omission of a third-party provider, Client agrees that the sole remedy will be against that third-party, and not Provider.

Network Security and Malicious Events:

Unless specifically otherwise agreed to in an applicable Service Attachment, it is Client's sole responsibility to determine whatever actions are deemed necessary to make Client's network and/or data secure from unauthorized access.

Similarly, unless specifically otherwise agreed to in an applicable Service Attachment, Provider is not responsible for the security of Client's network and circuits from third parties, or for any damages that may result from any unauthorized access to Client's network and/or data.

Client must have an affirmative obligation to protect all internal and external network environments, and train employees on how to properly protect their use of the systems against spam, malware, viruses, and prevention of criminal acts. Provider is not responsible for such protections unless otherwise agreed upon in an applicable Service Attachment. Full protection against any criminal act, including but not limited to hackers, phishers, and crypto lockers is beyond Provider's control and the scope of Provider's services. In the event of an attack that requires a ransom, Client agrees to hold Provider harmless for any activity affecting network security within Client's network and computer environment.

If a security system for Client's network is included with the Services to be provided by Provider, specifically within an applicable Service Attachment, Provider agrees to use commercially reasonable efforts to protect Client's network from malicious attack by computer viruses, computer worms, and/or computer hackers (collectively, "malicious activities").

However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade or injure computer systems. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

Theft of Service:

Client shall notify Provider immediately, in writing, by phone, or by electronic mail, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of Services and additional charges billed to Client. Client will be liable for all uses of the Service, legitimate or stolen. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any equipment. This includes, but is not limited to, unauthorized crypto mining, modem hijacking, wireless hijacking, or any other frauds arising out of a failure of Client's internal/corporate procedures. Additionally, Provider will not issue any credits for invoiced charges resulting from Client's negligent or willful acts of an authorized user of any Service.

THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH THEFT OF SERVICE.

Hardware Equipment in Working Order:

Client Equipment must be maintained under the manufacturer's warranty or maintenance contract to be considered in working order. Provider is not responsible for client equipment that is not maintained under such contracts or warranties. Provider, in its reasonable opinion and supported manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Independent Backup:

Unless specifically otherwise agreed to in an applicable Service Attachment, Client must maintain an independent backup of all files that are sent to either the cloud or data backup service. A backup solution must be in place, with backup copies stored off-site. It is Client's responsibility to verify that the backups are made regularly, as well as the integrity of the backups. Provider shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure even in the event that Provider was tasked to perform the backups. Client will be solely responsible for all lost data.

Third-Party Criminal Activity:

Provider is not responsible for criminal acts of third parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto lockers, and any network environment subject to ransom. In the event of a total loss, Client agrees to pay the ransom or hold Provider harmless for any activity affecting network security in Client's environment related to third-party criminal activity. Any costs or fees to rebuild or service machines will trigger a billable project subject to a separate Order or Project Service Attachment or Statement of Work, which will be billed at Provider's then-current rates.

Viruses:

Antivirus solutions must be in place, routinely updated, and maintain a valid subscription. Provider is not responsible for any harm or injury that may be caused by Client's access to third-party application programming interfaces (API) or the execution and/or transmission of malicious code or similar occurrences, including without limitation disabling devices,

drop-dead-devices, time bombs, trap doors, trojan horses, worms, viruses, and similar mechanisms. Any costs or fees to rebuild or service machines will trigger a billable project subject to a separate Order or Project Service Attachment or Statement of Work, which will be billed at Provider's then-current rates.

Provider-Hosted Client Virtual Machine Configurations:

All provider-hosted Client virtual machine data shall belong to Client. However, Client agrees that all provider-hosted virtual machines and configurations of Client's network shall belong to Provider as Provider's Intellectual Property, and Provider will not transfer to Client, or third-party, any provider-hosted virtual machines or information regarding configurations. Client also agrees to keep information regarding provider-hosted virtual machines and configurations confidential.

Security and Regulatory Recommendations:

Although it is under no obligation for Client to do so, from time to time, Provider may make recommendations regarding regulatory compliance, safety, and security related to Client's network and practices (example: multi-factor authentication). If client fails to adopt or implement the recommended protocols, Client is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration services, forensic investigation, or any other costs or damages related to Client's refusal to implement the recommended protocols.

PROVIDER REPRESENTATIONS AND WARRANTY

Internal Network Security Compromise Policy:

Provider monitors the availability and performance of its internal firewall and network security. This process involves monitoring for intrusion attempts and potential security breaches. In an attempt to minimize a possible compromise of security, the Services and applications exposed to the Internet on Provider's servers are periodically updated with available critical security hotfixes and critical security patches. As appropriate, Provider proactively evaluates, investigates, and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the antivirus protection of its servers and applications using industry-recognized antivirus software systems.

Service Warranty:

Provider warrants that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment. All Services will be deemed accepted unless Client notifies Provider in writing within ten (10) business days after performance that the Services did not conform to this warranty. Provider will promptly correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

Disclaimer of Warranty:

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICE ERRORS, THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE.

THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR

SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PARTNER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CAN NOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS, OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES, OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW PROVIDERS OF THOSE THIRD-PARTY SERVICES TO ACCESS CLIENT'S DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES.

CLIENT REPRESENTS AND WARRANTS THAT THE USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER AND THAT SUCH CONSENT, USE, AND ACCESS ARE OUTSIDE OF PROVIDERS ' CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

Compliance with Laws:

Provider shall comply with all laws applicable to Provider in its role as a Managed Services Provider. For the avoidance of doubt, Provider is not responsible for complying with the Laws applicable to Client or Client's industry. Client shall comply with all Laws applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory protocols or audits.

No Hiring:

Client shall not solicit any Provider employee with whom Client has had direct contact in connection with the Services for employment with Client or with any other person or entity during the Term of this Agreement and for twelve (12) months following termination of this Agreement. Notwithstanding the foregoing, Client shall not be precluded from (a) hiring an employee of Provider who independently approaches Client, or (b) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on websites for general circulation.

Client acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such a breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, Client shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employee's time and costs. Provider agrees that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures:

Both Client and Provider shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The arbitrator will not have the authority to award punitive damages to either party. Both Client and Provider will bear their own expenses, but Provider shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Harris County, Texas, or at another location upon which Provider may agree. Notwithstanding the foregoing claims, preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services may be brought in a State or Federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing a Claim:

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Continued Service:

Unless Provider is bringing an action for Client's failure to make payments for Services not otherwise in dispute, Provider will continue to provide Services under this Agreement, and Client shall continue to make payments to Provider per this Agreement, during the period in which parties seek resolution of the dispute.

Attorneys' Fees:

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through

arbitration or through litigation, if Provider is the prevailing party in such dispute, Provider will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

INDEMNIFICATION

By Client:

Client shall defend, indemnify, and hold Provider harmless against all costs and expenses, including reasonable attorneys' fees, associated with the defense or settlement of any claim that:

- Provider's use, access, or modifications of any software that Client has requested access to, and/or uses, accesses, or modifies as part of the Services infringes any patent, copyright, trademark, trade secret, or other intellectual property rights, or,
- Any claim related to software licensing compliance, or,
- Any claim related to any data privacy, data protection, or data regulatory scheme in which Client's use of the Service violates any law or standard.

Client further agrees to pay any judgments or settlements based on any such claims.

By Provider:

Subject to the limitation of liability outlined in the section titled Limitation of Liability, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorneys' fees caused by Provider's:

- Negligent act, error, or omissions, or,
- Other acts, errors, or omissions give rise to civil liability arising out of business activities performed for Client.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (i) THE PROCEEDS OF ANY PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (ii) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS, AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND

OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD-PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS IN SECTION APPLICABLE INSURANCE COVERAGE.

CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

INSURANCE

Client Obligations:

Client shall maintain a minimum of One Million Dollars (U.S. \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers' compensation coverage, and first-party cyber liability.

Provider Obligations:

Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (U.S. \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and requires its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors, and employees.

DATA PRIVACY AND PROTECTION

Client Data:

Provider agrees that any electronic data or personal information submitted by Client to Provider as part of the Service ("Client Data") remains the property of Client and/or its end-user or other third parties. Provider agrees that it will comply with all applicable United States data privacy laws that the Services are subject to and as stated herein.

California Consumer Privacy Act ("CCPA"):

Client agrees not to provide any data to Provider subject to the California Consumer Privacy Act ("CCPA"). Client shall indemnify and hold Provider harmless for any claims related to Client Data that is regulated under CCPA unless the parties enter an applicable Data Processing Addendum (defined below).

Gramm-Leach-Bliley Act ("GLBA") and Health Insurance Portability and Accountability Act ("HIPAA"):

Client agrees not to provide any data to Provider subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA"). Client shall indemnify and hold Provider harmless for any claims related to

Client Data that is regulated under GLBA and/or HIPAA unless the parties enter an acceptable Data Processing Addendum (defined below).

General Data Processing Regulation ("GDPR") and United Kingdom Data Processing:

Client agrees not to provide any data to Provider from any data subject to the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar protection regulation. Client shall indemnify and hold Provider harmless for any claims related to Client Data that is from data subject from the European Union or the United Kingdom, or from claims from any data protection regulatory authority enforcing GDPR compliance or similar data protection regulation. If the United Kingdom departs from the European Union and decides to withdraw from or supersede GDPR with a similar data protection regulation, then the subsequent United Kingdom data protection regulation will be the governing regulation for the United Kingdom's data subjects.

Data Processing Addendum:

For Clients who require the processing of CCPA, GLBA, HIPAA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Provider in the form of a data processing agreement (the "Data Processing Addendum").

GENERAL

Notices:

Except as otherwise provided under this Agreement, all notices, demands, or requests to be given by any party to the other shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third (3rd) business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested and addressed as set forth on the applicable Quote or Service Attachment.

The address to which such notices, demands, requests, elections, or other communications are to be given by either party pursuant to this section.

Force Majeure:

Provider will not be liable for any failure of performance of the Services due to causes beyond Provider's reasonable control, including, but not limited to: fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was

completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver:

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment:

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests, and obligations under this Agreement without Client's consent in the event of a change in control of fifty percent (50%) or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfers rights, interests, and obligations under this Agreement with Provider's consent in the event of a change in control of fifty percent (50%) or more of the equity of Client, the sale of substantially all the assets of Client, or the restructuring or reorganization of Client or its affiliate entities, this Agreement shall transfer to the new party in control of Client, including all benefits and liabilities. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, Provider will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, Provider will remain solely responsible for the fulfillment of all Provider's obligations under this Agreement. This Agreement is binding upon the parties, their successors, and permitted assigns.

Marketing:

Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

Survival:

Provider's respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

Amendment:

Provider may, from time to time, in its sole discretion, and for any reason, amend the Quote, the Master Services Agreement, and any Service Attachments posted on Provider's web page. However, the Master Services Agreement and Service Attachments in effect as of the date that Client signs the Quote are the agreements that will govern our relationship until this Agreement expires or is terminated. This agreement may be modified or amended only by a writing signed by both parties.

Governing Laws:

This Agreement is to be governed by and constructed in accordance with the laws of the State of Texas.

Severability:

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries:

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

No Disparagement:

Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the other affiliates. The foregoing shall not be construed to prevent or prohibit a Provider and/or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this section.

Counterparts; Electronic Signature:

This agreement may be executed in separate counterparts, each of which will be deemed an original but, all of which together, will constitute one and the same instrument. The parties agree that this Agreement may be executed by providing an electronic signature of this Agreement under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq., or the Texas Uniform Electronic Signatures Act, Tex. Bus. & Com. Code §322 et seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person. Electronic signatures will be treated as acceptance of the Agreement. An executed copy of this Agreement will be retained by Provider in electronic record form and can be reproduced for Client upon request.

Entire Agreement:

This Master Services Agreement, the Quote, the Service Attachments, and any other attachments thereto (collectively, the "Agreement") set forth our entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, per the terms of the Agreement. There are no understandings, representations, or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.