

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “MSA”) is between Convergent Networks (the “Provider”), and the Client found on the applicable quotation, proposal or order, (the “Order”) and, together with the Order and relevant Service Attachments forms the Agreement between the parties (the “Terms”). Client accepts these Terms by signing an Order, using the services, or continuing to use the services after being notified of a change to these Terms.

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the “Service(s)”) and the fees for those Services, and the specific terms applicable to those Services are described in the Order or in one or more Service Attachments referencing this Agreement. Depending on the applicable Order or Service Attachments, Services may include “Managed Services,” such as managed video surveillance services, managed IT services, and more.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services Provider will deliver to Client are limited to those Services specifically identified in the Order and described in the Service Attachments or Descriptions. In the event of any conflict between the terms of a Service Attachment or Description and this Agreement, the terms in the Service Attachment or Description control. In the event of any conflict between the terms this Agreement and of an Order and any Service Attachment or Description, the terms of the Order 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” include 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 an Order or the applicable Service Attachments. You will 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, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied. In addition, if Provider determines

that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this paragraph, Provider may deliver to Client a proposed Service Attachment for Project Services or a Proposal prior to providing Supplemental Services.

Project Services

In some cases, Client may ask Provider to deliver services outside the scope of any Order or Service Attachment and inappropriate for treatment as Supplemental Services. Examples of such services include major system upgrades, new computer, machine or device setup, network changes, datacenter moves or setups, or installations. In those cases, Provider will prepare a separate Service Attachment for Project Services describing the proposed scope of those services and Provider's fee to deliver them. Installation dates are estimates only. Client shall be responsible for preparation and maintenance of the site for such Project Services or installations, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in Order or Statement of Work. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider's then-current rates.

Adjustments to Service Fees

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- End-User or Network Growth. During the term of an Order, 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 Order exceeds the numbers, types or quantities previously ordered, Provider may apply a pro rata adjustment to the total Service Fees based on Provider's then-prevailing hourly rates. You shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of an Order, 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 Order is less than the numbers, types or quantities previously ordered, upon request, Provider will apply a pro rata adjustment to the total Service Fees based on Provider's then-prevailing hourly rates. You shall pay all

Service Fees owed as they become due following any such adjustment. However, under no circumstances may any such adjustments result in a number of users or devices in Client's environment or in any Service or Equipment types or quantities to be covered within the scope of the Order that is less than the numbers, types or quantities ordered at the time Client signed that Order.

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

"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, and mobile or handheld microcomputers as well as the software necessary to operate such equipment.

- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or 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. You 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 an Order, Provider may elect to raise the fees that it charges under that Order. If the increase is greater than 10% annually, we shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following Client's receipt of such notice, Client may terminate this Order without incurring any additional charges or penalties, if any, that Client ordinarily would incur for such termination.
- **Third-Party Services.** Client understands and agrees that Provider may offer Client the opportunity to access, use, purchase, or otherwise procure third-party products, services, or solutions as part of the Services offered to Client ("Third-Party Service(s)"). To the fullest extent permitted under applicable law, Provider will have no liability for Client's use of Third-Party Services, including related security, functionality, operation, availability, or interoperability, or how the Third-Party Services use Client's data (including Personal Data). **CLIENT UNDERSTANDS THAT IT USES THIRD-PARTY SERVICES AT ITS OWN RISK.**

CLIENT'S RELATIONSHIP WITH A THIRD-PARTY SERVICE MAY BE PURSUANT TO AN AGREEMENT BETWEEN CLIENT AND THE RELEVANT THIRD-PARTY. CLIENT UNDERSTANDS AND AGREES THAT PROVIDER IS NOT RESPONSIBLE FOR PRODUCTS OR SERVICES SUPPLIED BY OR OTHERWISE ACCESSED THROUGH A THIRD-PARTY SERVICE AND WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES RESULTING FROM CLIENT'S USE OF A THIRD-PARTY SERVICE. IF CLIENT ACCESSES, USES, PURCHASES, OR OTHERWISE PROCURES A THIRD-PARTY SERVICE, CLIENT MAY GRANT THEM PERMISSION TO ACCESS OR OTHERWISE PROCESS YOUR DATA AS REQUIRED FOR THE OPERATION OF THE THIRD-PARTY SERVICE, AND PROVIDER WILL NOT BE RESPONSIBLE FOR ANY DISCLOSURE, USE, CHANGE TO, OR DELETION OF CLIENT'S DATA AND WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR SUCH ACTIVITIES OCCURRING TO CLIENT'S DATA BY THE THIRD-PARTY SERVICE. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICES SHALL BE GOVERNED BY SUCH SERVICES' END USER LICENSE AGREEMENT OR TERM AND CONDITIONS. Provider's current Third-Party Services and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.

- Off-Boarding. Client's cancellation, termination, or transition of the Services to Client's control or to another service provider ("Off-Boarding") may trigger a billable project. Any Off-Boarding 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 Provider is unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on Client's part including but not limited 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 in accordance with 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 incremental Third-Party Service fees, 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 agrees and understands that it shall receive an invoice for Services on the first (1st) day of every month and payment for the full amount reflected on the invoice shall be automatically processed on the second (2nd) day of every month. Payments shall be processed through an auto-pay service, using the financial information provided by Client. Client agrees to provide and maintain accurate, up-to-date financial information for payment purposes.

Without waiving any of its other remedies, Provider reserves the right to suspend services if payment is not received within fifteen (15) days following Client’s receipt of that invoice. Client shall pay a late charge of one-and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within fifteen (15) days following Client’s receipt of that invoice (the “Payment Deadline”).

If Client disputes in good faith all or any portion of the amount owed to us, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Provider is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. Special rates are one-and-one-half (1.5) times normal hourly rates, with a one-hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one-hour minimum.

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 written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply

with Provider's level of security, updates and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

Taxes

Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise or services 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 Provider for their payment.

TERM AND TERMINATION

Term

This Agreement commences on the Order Effective Date, and it will remain in effect until either party terminates it as permitted below.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then Provider will deliver those Services on a month-to-month basis until one party provides written notice to the other party of its intent to terminate those Services, in which case Provider will cease delivering those Services at the end of the next calendar month in which following receipt such written notice is received by the other party.

Termination

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

INDEPENDENT CONTRACTOR

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

If any Provider Work is located on hardware or equipment owned by Client, Provider hereby grants Client a perpetual, non-exclusive, revocable, royalty-free license to use any Provider Work during the term of this Agreement (“Limited License”). The Limited License will be immediately and automatically revoked without the need for notice in the event that either party terminates the Services or this Agreement.

License Restrictions

You shall not:

- Modify, copy or create derivative works based on the Services or on 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.

Additional license restrictions may be set forth in the Service Attachments.

Improvements to Services

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

PROVIDER-SUPPLIED EQUIPMENT

“Equipment” means any computer, networking or telephony equipment, racking, or associated hardware or other equipment (if any) that Provider installs on Client’s premises or that Provider ships to Client’s location to facilitate the delivery of Services. Equipment does not include any hardware or devices that Provider may sell to Client or that Provider procures on Client’s behalf.

Unless Client purchases the Equipment in an Order, Provider is and will remain the sole owner of any Equipment, which is provided on a rental or temporary basis only. This agreement transfers to Client no Equipment ownership rights of any kind.

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

Except as otherwise may be 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 it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. 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 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 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 of the Equipment. 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 Client obtained any Provider-owned Equipment, Client shall allow Provider and its employees and contractors reasonable access to its 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.

PROVIDER-SUPPLIED SOFTWARE

“Software” means all and any software installed on the Equipment or provided by Provider for installation on Client’s computer equipment to facilitate the delivery of the 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, a copy of which will be made available to Client, upon request.

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.

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. Each party 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 proprietary 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 same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Agreement Confidentiality

No copy of the Order, this MSA, any Service Attachment or description, discussions, negotiations, terms or conditions relating to the Order, the MSA, Service Attachment, or any other information relating to the Order, this MSA, 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 and 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, programs, files, documentation, passwords, a suitable work 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 Order, 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 the 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 which 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 in order for Provider to timely perform the Services.

Broadband Internet access must be provided. Provider must be provided with remote access (via VPN or other reasonable remote access) to covered equipment. 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, in order 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. 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 liaison or contact person to Provider in order to make communications between both parties effective.

Third-Party Service Fees

Unless expressly undertaken by Provider in writing, Client is responsible for any Third-Party Service 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).

Network Security and Malicious Events

Unless specifically otherwise agreed to in an applicable Order, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data, systems, networks, and circuits secure from unauthorized access. Hardware firewall must be in place. Wireless data traffic in the environment must be securely encrypted. 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.

Client has an affirmative obligation to protect Client's network environment, and to train its employees for spam, malware, phishing, virus protection, and prevention from criminal acts of third parties. **Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom.**

If a security system for Client's network is included within the Services to be provided by Provider and is not a Third-Party Service, 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 guaranty complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and 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 electronic mail or by calling the Provider customer support line, 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 the Services and additional charges to be billed to Client. Client will be liable for all use of the Service using Equipment stolen from Client and any and all stolen Service or fraudulent use of the Services. 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, modem hijacking, wireless hijacking or other fraud

arising out of a failure of Client's internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from Client's negligent or willful acts or those of an authorized user of Client's service. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY THEFT OF SERVICE AND OR CLIENT CAUSE BY SUCH THEFT OF SERVICE.**

Hardware Equipment

Client Equipment must be in working order and maintained under a manufacturer's warranty or maintenance contract. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contract or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Physical Security

Client is responsible for the physical security of its on-premises hardware and software systems.

Independent Backup

Unless specifically otherwise agreed to in an applicable Order or Service Attachment, Client must maintain an independent backup of all files that are sent to either the cloud or a data backup service. A backup solution must be in place, with backup copies stored off-site. It is the Client's responsibility to verify that 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-locker, and any network environment subject to ransom. **CLIENT AGREES TO PAY RANSOM OR HOLD PROVIDER HARMLESS FOR ANY ACTIVITY AFFECTING NETWORK SECURITY ON CLIENT'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL**

ACTIVITY, NETWORK SECURITY OR PRIVACY. Any costs or fees to rebuild or service machines will be billed at provider's then prevailing hourly rates.

Viruses

An anti-virus solution must be in place, updated, with valid update subscription. Provider is not responsible for 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, trap doors, Trojan horses, worms, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

Hardware and Software Configurations

All Hardware and Software Configurations implemented by Provider shall belong to Provider, and shall constitute Provider's Confidential Information.

Security and Regulatory Recommendations

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding regulatory compliance, safety and security related to Client's network and practices (e.g., multi-factored 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, forensic investigation, restoring backups, 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 order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

Service Warranty

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

Provider does not produce, create, or otherwise manufacture any Third-Party Services and it does not provide any warranties regarding any Third-Party Services that it may offer or otherwise provide to Client. Client will receive any applicable Third-Party Services' warranties through the agreements provided by the Third-Party Services.

DISCLAIMER OF WARRANTY

THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO ACCURACY, FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF SUCH SERVICES. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR 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 THIRD-PARTY SERVICES . 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 PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT 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 SERVICES 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 AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY SERVICE. 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 THIRD-PARTY SERVICES TO ACCESS CLIENT 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 CLIENT'S 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, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDER'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICES.

COMPLIANCE WITH LAWS

Provider shall comply with all laws applicable to Provider in its role as a managed IT provider. For the avoidance of doubt, unless otherwise provided in a separate Data Processing Agreement, 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 compliance protocols or audits.

NO HIRING

Client shall not solicit for employment with Client any Provider employee with whom Client has had direct contact in connection with the Services during the Term of this Agreement and for twelve (12) months following termination of this Agreement.

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 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. We agree 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

Each party 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. Each party will bear its own expenses, but 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 Whittier, California, or at another location upon which the parties may agree. Notwithstanding the foregoing, claims for 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 Claim

No claims 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 us, in accordance with this Agreement, during the period in which the 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, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

INDEMNIFICATION

Client shall defend, indemnify and hold harmless Provider and its directors, officers, agents, employees, affiliates, from and against any and all claims, losses, liability, damages, costs, and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of or related to:

- Any acts or omissions by Client;
- Any product liability claims regarding any products offered or sold by Client;
- Provider's use, access or modifications of any software that Client has requested that Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any breach of any representations or warranties made by Client;
- Any breach of this MSA or relevant agreements;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, state, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE 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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL 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 REVENUE, LOST PRODUCTIVITY, LOSS OR DESTRUCTION OF DATA, INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, REPLACEMENT OF GOODS, LOSS OF TECHNOLOGY, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THE AGREEMENT, 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 SERVICES OR 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 (US \$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 (US \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees.

DATA PRIVACY & PROTECTION

Client Data

Client shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with the Terms, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Client represents and warrants that:

- it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in the Terms with respect to any personally identifiable information ("Personal Data") contained within the information submitted by Client to Provider as a part of the Service ("Client Data");
- it has all necessary rights to provide the Personal Data to Provider for performance of the responsibilities contemplated by the Terms, including any international transfers of Personal Data to Provider;

- it is responsible for ensuring that all necessary consents for Provider's processing are obtained, and for ensuring that a record of such consents is maintained; and
- should such consent be revoked by an end user, consumer, employee, contractor, agent, or other representative, Client is responsible for communicating the fact of such revocation to Provider.

As between Provider and Client, all Client Data is owned exclusively by Client. To the extent Client instructs, enables, or otherwise authorizes Provider to use Client Data and/or Personal Data in connection with the Service, Client hereby grants to Provider an irrevocable (during the term of the Terms), worldwide, royalty-free, fully paid-up, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, import, and otherwise exploit such data, any intellectual property rights therein, and all improvements, modifications, and derivative works thereof, for the purpose of providing or performing the Service.

Provider shall maintain the commercially reasonable security and integrity of any Client Data under Provider's direct control, in accordance with any parameters and/or limitations described within an applicable Attachment.

Anonymized Data

Client grants to Provider an irrevocable (during the term of the Terms), worldwide, royalty-free, fully paid-up, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, import, and otherwise exploit Anonymized Data. "Anonymized Data" means information that relates to a group or category of consumers and/or individuals, from which: (i) the Client cannot be identified as the source of the information; (ii) personally identifiable information allowing the identification of individuals is removed; and (iii) the information is not reasonably identifiable or linkable to any consumer, individual, household, or device.

Additional Data Protections

To the extent Personal Data under U.S. state privacy laws such as the California Consumer Privacy Act ("CCPA") or international privacy laws such as the General Data Protection Regulation ("GDPR") is processed by Provider as part of the Service provided to Client under the Terms, Client may request from Provider a copy of Provider's Data Processing Agreement for review and signature.

Deletion and/or Return

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete and/or anonymize all Client Data on its systems or otherwise in its possession or under its control.

GENERAL

Observed Holidays

Provider reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times, and Client will be charged for Services at Provider's then-prevailing Holiday support rates.

Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party 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 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 Order.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, 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 the 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 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 transfer its rights, interests and obligations under this Agreement without Provider consent then such assignment will not be valid, and Client shall remain responsible for all Fees under this Agreement and any Attachment regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of 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 of 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 reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

Notifications and Alerts

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

The parties' 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 Order, the Master Services Agreement and any Service Attachments other Descriptions posted on Provider's web page. However, the Master Services Agreement and Service Attachments in effect as of the date that Client signed the Order are the agreements that will govern the relationship until this Agreement expires or one of the parties terminates it. This Agreement may be modified or amended only by a writing signed by both parties.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the state of California.

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 others affiliates. The foregoing shall not be construed to prevent or prohibit a Provider 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.

Entire Agreement

This Master Services Agreement, the Order, the Service Attachments or Descriptions, and any other attachments thereto (collectively, the "Agreement") set forth Provider's entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with 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.