TERMS AND CONDITIONS

1. These Terms & Conditions ("Terms") apply to Client purchases from i3 Business Solutions, LLC ("MSP") of services ("**Services**"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services. Client hereby engages and retains MSP to render Services or provide Product, as specifically set forth and limited in the Master Service Agreement (MSA), subsequent Statements of Work (SOW), or any work order as agreed among by the Parties COLLECTIVELY HEREAFTER REFERRED TO AS "Requested Services". Except as otherwise stated therein, these Terms shall be made a part of and subject to the Requested Services. No Product or Services will be provided under these Terms alone but will require the execution of a written or electronic Requested Services, each of which shall include these Terms for all purposes. In the event of any conflict between the Requested Services and these Terms, the terms of the Requested Services will prevail over these Terms.

MSP may change these Terms at any time providing notification via e-mail 30-days before the changes are to become effective. Using the Services after the changes to these Terms become effective, means Client agrees to the new terms. If Client does not agree to the new Terms, Client must notify MSP in writing of its objection to the new Terms, and MSP has the right to then terminate the Services.

GENERAL REQUIREMENTS & CONDITIONS.

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

1.2 Maintenance; Updates. If patches and other software-related maintenance updates ("Update(s)") are provided under the MSA, MSP will install the Updates only if MSP has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. MSP will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer or applicable vendor's instructions.

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

Client's right to use the Third-Party Services is subject to Client's understanding of, compliance with and consent to these Terms and of any Third-Party agreements, which MSP does not have authority to vary, alter or amend. When Third Party Products are provided as part of any SOW, Order, or Quote, warranties for third party products, if any, are provided by the manufacturers thereof and not by MSP.

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

The links are being provided as a courtesy, https://i3businesssolutions.com/third-party-service-provider-terms-links/. Client should monitor the links for the 3rd Party Providers to determine if they have the most current Terms and Conditions.

1.4 Third-Party Product Vendors. "Third-Party Product Vendors" means software, machinery, equipment and/or products inclusive of component parts purchased from vendors in fulfillment of the MSA.

MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and MSP will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. Where applicable, a Third-Party Product Vendor may require the MSP to sign a contract with the Third-Party Product Vendor

for its products ("Third-Party Contract") and the terms of the Third-Party Contract may impose certain conditions and requirements upon Client. Client hereby agrees to review all Third-Party terms and conditions, and consent to those Third-Party terms and conditions which Client has consented MSP to contract upon its behalf. Third-Party Product Vendor terms and conditions link can be found at the Third-Party Product Vendor website.

This link, https://i3businesssolutions.com/third-party-service-provider-terms-links/, is being provided as a courtesy and is subject to changes by the vendors. Client should monitor the vendor website links for the Third-Party Product Vendors to determine if they have the most current Terms and Conditions.

1.5 Third-Party Products. Unless otherwise stated in the MSA, all hardware, software, peripherals or accessories purchased through MSP ("Third-Party Products") are nonrefundable once the applicable MSA is placed in the MSP queue for delivery. Unless otherwise expressly stated in a MSA, all Third-Party Products are provided "as is" and without any warranty whatsoever as between MSP and Client (including but not limited to implied warranties). When Third Party Products are provided as part of any SOW, Order, or Quote, warranties for third party products, if any, are provided by the manufacturers thereof and not by MSP

1.6 Third-Party Support. If, in MSP's discretion, a hardware or software issue requires vendor or OEM support, MSP may contact the vendor or OEM (as applicable) on Client's behalf and pass through to Client all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed $100, MSP will obtain Client permission before incurring such expenses on Client behalf unless exigent circumstances require otherwise.

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

1.8 Conditions of Service. Client System is eligible for provision of MSP's Services as outlined in the MSA, provided the System is in good condition and MSP's serviceability requirements and site environmental conditions are met:

1.8.1 Client shall provide adequate workspace, heat, light, air conditioning, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by MSP's representatives.

1.8.2 MSP's representatives shall have, and Client shall provide full access to the System in order to affect the necessary monitoring and/or supplemental services.

1.8.3 MSP reserves the right to suspend or terminate these Terms or any MSA in its sole discretion, when conditions at the service site pose a health or safety threat to any of MSP's representatives.

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

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

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

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

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

1.9 Service Limitations. In addition to other limitations and conditions set forth in these Terms, the following service and

support limitations are expressed:

1.9.1 Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of these Terms. MSP will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.

1.9.2 Any unauthorized changes made to the System without MSP's written consent which causes issues or failures to the System, are beyond the responsibility of MSP and Client will be billed the full cost to restore the System to its original state.

1.10 Onboarding Process. Client acknowledges and agrees that MSP will have no responsibility for any deficiencies in the current operating systems and infrastructure until the MSP has had a reasonable opportunity to conduct a review of the current system and to provide Client with its recommendations, and Client has accepted and implemented same.

1.11 Offboarding Process. In the event of termination of Services by either party, MSP will make reasonable accommodations to transfer Client's account to Client or Client's new managed service provider or other authorized agent (the "**Onboarding Provider**"). Client shall indemnify and hold harmless MSP, its Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of Client or the Onboarding Provider during the transition period from MSP to the Onboarding Provider, inclusive of when Client obtains access to all super administrator accounts of their infrastructure. Transfer will require that Client's account be fully paid at time of transfer inclusive of any offboarding charges.

1.12 Network Devices, Hardware and Systems: MSP shall only be responsible for providing services to network devices, hardware and systems identified by the Client and MSP and set forth in the latest MSA and covered by Remote Management Monitoring (Hereafter referred to as RMM.) MSP may, in its sole discretion, deny requests to add devices, hardware or systems. The Client shall bear the responsibility to isolate and protect the system by not allowing additional devices, hardware or system on the system unless approved by MSP. MSP shall have no responsibility for any devices, hardware or systems or damage resulting therefrom that are added to the System without MSP's approval. MSP shall have the right to cancel this contract if devices, hardware or systems are added without its approval. If Client obtains new devices, hardware or systems and wishes to request MSP's services to extend to new devices, hardware or systems, said extension shall not take effect unless and until both Parties agree in writing to a new MSA and the device is added to the RMM. Said written, signed MSA shall then become an addendum to this contract and incorporated herein. MSP reserves the right to deny any requests for additional services and/or additional hardware/systems for any reason in their sole discretion.

1.13 Authorized Contact(s). Client understands and agrees that MSP will be entitled to rely on any directions or consent provided to MSP by any of Client Authorized Contacts, as indicated in an applicable MSA. If no Authorized Contact is identified in an applicable MSA then Client Authorized Contact will be the person(s) (i) who signed the Quote, or MSA, and/or (ii) who signed the applicable MSA. If Client desires to change Client Authorized Contact(s), please notify MSP of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

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

1.15 Cyber Terrorism. In no event, including the negligent act or omission on its part, shall MSP, whether under this Purchase Order or otherwise, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses including (without limitation) if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses, loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable if such loss was the result or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion or assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things. Cyber Terrorism shall mean an act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronic ally that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat there from.

1.16 **Telemarketing & Unsolicited Emails.** In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses including (without limitation) if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses, loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

2. CONFIDENTIALITY AND NON-DISCLOSURE.

2.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

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

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

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

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

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

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

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

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

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

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

4. RESPONSIBILITY FOR EQUIPMENT. Client acknowledges that from time to time (a) MSP may identify additional items that need to be purchased by Client, and (b) changes in Client system may be required in order for MSP to meet Client requirements. In connection therewith, Client agrees to work in good faith with MSP to effectuate such purchases or changes, and such changes shall be set forth in a new MSA. If MSP is required to purchase any assets, including computer hardware and/or software, in connection with MSP providing the Services, all such assets will remain the sole property of MSP, except those assets sold by MSP to Client or procured by MSP on Client's behalf shall be the sole property of Client. Client will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or equipment or hardware furnished by Client, and for ensuring that the materials provided to MSP or its subcontractors, do not infringe or violate the rights of any third-party. Unless otherwise specified in the MSA that it is not the intent, nor does the MSP provide any type of backup of Client data. Client will maintain adequate backup for all data and other items furnished to MSP.

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

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

6. INTELLECTUAL PROPERTY. MSP retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of these Terms, as well as any software, materials, or methods created prior to or after conclusion of any work ("Intellectual Property"). Client acquires no right or interest in any such intellectual property, by virtue of these Terms or the work performed under these Terms.

6.1 Client may only use and disclose Intellectual Property in accordance with the terms of these Terms and applicable MSA. MSP reserves all rights in and to the Intellectual Property not expressly granted in these Terms. Client may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this

limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without MSP's prior written approval. Except as expressly authorized in these Terms or any MSA, Client may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or MSP business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property.

7. LICENSE AGREEMENTS.

(a) License. Subject to these Terms, MSP grants Client a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product provided as part of the Services solely for Client own internal use. At all times, all software on the System must be genuine and licensed, and Client agrees to provide MSP with proof of such licensing upon its request. If MSP requires Client to implement certain minimum hardware or software requirements ("Minimum Requirements"), Client agrees to do so as an ongoing requirement of MSP providing its Services to Client.

(b) Software Installation or Replication. If MSP is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to MSP will be deemed Client's affirmative acknowledgement to MSP that Client has a valid license that permits MSP to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client equipment for the installation of unlicensed software. Client will indemnify and hold harmless MSP against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to MSP or any Client breach of this Section.

(c) Pre-Existing License Agreements. Any software product provided to Client by MSP as a reseller for a third-party, which is licensed to Client under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

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

8. MSP'S EMPLOYEE'S, AGENTS OR SUBCONTRACTORS. Client acknowledges that MSP has incurred substantial recruitment, screening, training, and administrative expenses with respect to its agents, including its employees, vendors and independent subcontractors. To the extent permitted by law from the Effective Date of the last MSA or SOW and up to one (1) calendar year after the date of termination of any MSA, Client shall not hire or contract directly or indirectly with any of the MSP's employees, agents or subcontractors who have communicated with and/or worked on any Service for Client. Client and MSP mutually acknowledge and agree that it would be impractical and extremely difficult to ascertain the amount of monetary damages that would be caused by a breach by Client of this provision. Therefore, Client and MSP mutually agree that in the event of a breach by Client in any way of this provision, Client shall pay to MSP as liquidated damages, an amount equal to 35% of the solicited employees, agents or subcontractors' annual compensation. This amount is an effort by both parties to properly and reasonably assess the damages that MSP would suffer as a direct result of a breach by Client, taking into account the following facts and circumstances: (a) an average employee working for MSP will generate significant net revenue for the MSP and remain employed by the MSP for an extended period of time; (b) MSP will lose significant revenue and incur significant costs in connection with attempting to replace such employee; (c) there is no guarantee that such employee can be replaced; and (d) accurately assessing the value of such employee to the MSP upon such breach is virtually impossible. In light of these circumstances, Client and MSP mutually agree that these liquidated damages provision represents reasonable compensation to MSP for the losses that it would incur due to any such breach. Client and MSP further acknowledge and agree that nothing in this paragraph shall limit MSP's rights to obtain injunctive relief or any other damages including, but not limited to punitive, consequential, special, or any other damages, as may be appropriate in connection with Client breach of this section.

9. WARRANTY. MSP warrants that it or its subcontractors will perform the services substantially in accordance with the specifications set forth whether under these Terms, MSA or otherwise in connection with any of them. For any breach of the foregoing warranty, MSP or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to MSP specifying in reasonable detail such non-conformance. If MSP concludes that conformance is impracticable, then MSP will refund all fees paid by Client to MSP hereunder, if any, allocable to such nonconforming Services.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THESE TERMS, ANY WARRANTY OFFERED AND PROVIDED DIRECTLY BY MSP PRODUCT SHALL BE DEEMED NULL AND VOID IF THE APPLICABLE PRODUCT IS (I) ALTERED, MODIFIED OR REPAIRED BY PERSONS OTHER THAN MSP, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OF ANY ATTACHMENTS, FEATURES, OR DEVICES NOT SUPPLIED OR APPROVED BY MSP (II) MISUSED, ABUSED, OR NOT OPERATED IN ACCORDANCE WITH THE SPECIFICATIONS OF MSP OR THE APPLICABLE MANUFACTURER OR CREATOR OF THE HARDWARE OR PRODUCT, OR, (III) SUBJECTED TO IMPROPER SITE PREPARATION OR MAINTENANCE BY PERSONS OTHER THAN MSP OR PERSONS APPROVED OR DESIGNATED BY MSP.

NOTWITHSTANDING THE ABOVE, MSP DOES NOT WARRANT ITS PRODUCTS OR SERVICES BEYOND A REASONABLE STANDARD OR SKILL CONSISTENT WITH COMMERCIAL INDUSTRY STANDARDS. MSP DOES NOT GUARANTEE OR PROMISE ANY COST SAVINGS, PROFITS, OR RETURNS ON INVESTMENT, DELAY IN DELIVERY OR PERFORMANCE, INCLUDING THOSE DELAYS CAUSED BY SUPPLY-CHAIN DELAYS OR DISRUPTIONS.

10. SOFTWARE HARDWARE & SECURITY. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. Therefore, Client must maintain proper security for Client System including but not limited to software and hardware updates that are made available by the manufacturer. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at https://www.nist.gov/cyberframework.

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

12. REGULATORY COMPLIANCE. Any software or service provided by MSP is not intended to bring Client into full regulatory compliance with any rule, regulation, national standard or requirement. The software, service, or solutions may aid Client's efforts to achieve regulatory compliance, however, MSP does not provide comprehensive compliance solutions.

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

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

15. RELEASE WITH LIMITATION OF LIABILITY. This paragraph limits the liabilities arising under these terms or any MSA or is a bargained-for and material part of these terms. The parties acknowledge and agree they would not enter into these terms unless they could rely on the limitations described in this paragraph. Except for MSP's fraud, willful misconduct, or gross negligence, client and any of client affiliates and each of their respective agencies, employees, officers, directors, members, shareholders, nominees, consultants, successors and assigns agree to the fullest extent permitted by law and except as otherwise noted in these terms, including indemnification obligations, agree to release MSP and any of their affiliates and each of their respective agencies, employees, officers, directors, members, employees, shareholders, nominees, consultants, subcontractors, successors and assigns for special, incidental or consequential damages, indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, any and all other commercial damages or loss, or exemplary or punitive damages. MSP's aggregate liability relating to any of the services shall be quantified in the MSA or MSP shall not be liable to the other party for any delay in delivery or performance, or failure to deliver or perform at or within the deadlines set forth in these terms.

16. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. Each party agrees to the fullest extent permitted by law shall at all times defend, indemnify, pay, save and hold the other parties and any of their affiliates and each of their respective agencies, employees, officers, directors, members, shareholders, nominees, subcontractors, consultants, successors and assigns (collectively, the "mutually indemnified parties") harmless from each and any and all liabilities, damages (including, without limitation, direct, special and consequential damages), costs, expenses, suits, civil or alternative dispute resolution proceeding, losses, claims, actions, violations, fines and penalties (including without limitation, court costs, reasonable attorney's fees and any other reasonable costs of litigation) (hereinafter collectively, the "claims") that any of the mutually indemnified parties may suffer, sustain or incur to the extent caused by the negligence of the mutually indemnified parties arising out of these terms.

The preceding indemnification obligations are conditioned on any of the indemnified parties: (i) notifying the indemnifying party promptly in writing of such action; (ii) reasonably cooperating and assisting in such defense; and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

17. MSP INSURANCE. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by these Terms and by law. Without limiting the foregoing, to the extend these Terms create exposure generally covered by the following insurance policies, MSP will maintain at its own sole cost and expense at least the following insurance covering its obligations under these Terms: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars ($1,000,000) per occurrence; (b) Business Automobile Liability for hired and non-owned vehicles in an amount of not less than One Million Dollars ($1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars ($1,000,000).

MSP shall have Client included in the Professional Liability policy as an additional insured. Such status will provide protection, subject to the policy terms and conditions, where liability is imposed on Client as a result of the wrongful act of MSP.

18. CLIENT INSURANCE.

18.1 Commercial Property Insurance. Client shall secure at Client's own cost and expense Property Insurance for Client equipment that is part of the provisions of any service agreement.

18.2 Cyber and Privacy Insurance. Client acknowledges that Client is solely responsible for obtaining and maintaining, for the duration of these Terms, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Client's specific coverage and policy limit requirements. Client acknowledges that MSP does not provide Client with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services or an executed MSA and that Client's use of the Services does not, in any way: (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Client's need for Cyber and Privacy Liability insurance coverage or (iii) relieve Client's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

18.3 Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER AND PRIVACY OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD MSP OR ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT CLIENT INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE TERMS OF SERVICE.

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

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

MSP DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY OF CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

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

20. SEVERABILITY. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of these Terms shall not render invalid the remainder of the Terms.

21. AMENDMENT. These Terms may not be amended except by a writing executed by an authorized individual of the MSP.

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

23. LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Michigan without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Michigan Any dispute regarding this Agreement shall be determined in the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts.

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

25. FORCE MAJEURE. Neither party will be liable to the other party for delays or failures to perform its obligations under these Terms and Conditions or any MSA or because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware solution, or if such

loss, delay or failure to perform was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic, or other physical event and civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

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

27. ASSIGNMENT. Neither these Terms, any SOW, nor any Service may be assigned or transferred by a party without the prior written consent of the MSP. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, MSP may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes MSP's obligations hereunder in writing.