5280 Corporate Drive, Suite B101
Frederick, MD 21703
(240) 654-1451
www.r3-it.com

# Master Services Agreement

Thank you for trusting R3, LLC ("R3" "we," "us," or "our") to provide you with professional information technology services. This Master Services Agreement (this "Agreement"), effective as of the signature date of an accepted Quote, governs the business relationship between R3, LLC, with principal place of business located at 5280 Corporate Drive, #B101, Frederick, MD 21703 and client receiving products or services (the "Client", "you" or "your").

## 1. SCOPE

**1.1 Context.** As used throughout this Agreement, the terms quote, proposal, statement of work, sales order, service order, or similar document (electronic or otherwise) that are delivered to you by R3 are referred to as a "Quote," although the actual title(s) or caption(s) of the service-related document might vary.

This Agreement contains the terms and conditions under which our services are provided. The agreement includes payment obligations, automatic renewal of ongoing services, limitations of liability, and other significant matters which apply to all future Quotes.

Each party represents and warrants to the other party that it understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement and has been afforded the opportunity to have this Agreement reviewed by an attorney.

**1.2 Scope of Services.** Specific retail products sold to you ("Products") and services to be provided to you or facilitated for you (as applicable) will be described in a Quote (collectively, "Services"). The scope of our engagement with you is limited to those Products and Services expressly listed in a Quote; all other services, projects, and related matters are out-of-scope and will not be provided to you unless we expressly agree to do so in writing via a new or revised Quote (collectively, "Out of Scope Services").

Please read all Quotes carefully before accepting them. If you have any questions, please contact R3 for clarification before signing the Quote.

**1.2(a) Change Orders.** You may request changes to a Quote before or after acceptance subject to the following conditions:

- R3 agrees the change order is necessary to the services being provided, or the change order will substantially improve services being provided, or the change order benefits You and does not hinder the services being provided.
- The change order does not necessitate a change to the terms and conditions of a Quote, to include, but not limited to, schedule and quoted price, or the change order necessitates one or more changes to the terms and conditions of the applicable Quote and both parties agree to the changes to the terms and conditions in writing.

If both parties do not agree to the terms of the change order, then the change will not be implemented and the original Services will proceed without change.

**1.2(b) Ad-Hoc Services.** In some cases, ad-hoc services may be requested which are outside of the scope of an accepted Quote. Ad-hoc Services which are not included in a Quote will be billed at the following rates.

- Business Relationship Manager - $175 per hour.
- Field Services - $185 per hour plus applicable travel expenses.
- Technical Data Managers - $225 per hour.
- Compliance Services - $250 per hour.
- Solutions Architect - $250 per hour.

The above rates are subject to change without notice.

On site ad-hoc or on-demand services require 24-hour notice for cancellation or rescheduling. Failure to cancel or reschedule within 24 hours will result in Client being charged 4 hours of onsite fees for Field Services.

In cases where these ad-hoc services are priced in a Quote, the Quoted terms shall prevail. Additional support which exceeds the quoted terms will be billed at then current rates.

**1.2(c). General Assumptions and Constraints.** All services provided are subject to the following assumptions and constraints.

- Client will appoint a primary point of contact with respect to all activities surrounding the duration of the contract.
- Client recognizes and takes responsibility to collaboratively support R3, LLC to facilitate efficient completion of onboarding and ongoing support. Client understands that without timely and ongoing responses, R3 service delivery will be impaired.
- Client is responsible for providing on a timely basis all transitional data, existing diagrams, artifacts, policies, procedures, existing vendor information, and underpinning contracts.
- New acquisitions or business growth may require expanded or additional Services which may require a mutually agreed upon change order, amendment to a Quote, or new Quote.
- Vendors, such as Microsoft, periodically update their pricing for their Products and Services with no advanced notice. Licensing costs are subject to change based on vendor prices and stipulations and are passed directly through to you as our client, regardless of any contract language. Licensing and other per-user costs are based on actual end-user counts and are adjusted accordingly and will be reflected on client invoices.
- Where applicable, Microsoft CSP Azure will be invoiced to the client based on actual usage per month.

**1.4 Third-Party Providers/Services.** Some Services or Products may be provided to you by Third-Party providers, who are often referred to in the industry as “upstream providers.” In this Agreement, we refer to upstream providers as “Third-Party Providers” and the services that are provided by Third-Party Providers are referred to as “Third Party Services”. By way of example, Third-Party Services may include help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, and the provision of software used to monitor the managed part of your network, among others. As a general rule, the terms and conditions of Third-Party

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providers are passed to You as applicable. A copy of third-party terms and conditions will be provided upon request.

**1.4(a) Selection.** As your managed information technology provider, we will select the Third-Party Providers that provide services appropriate for your managed information technology environment (the "Environment") and facilitate the provision of Third-Party Services to you. Not all Third-Party Services will be expressly identified as being provided by a Third-Party Provider, and we reserve the right to change Third-Party Providers in our sole discretion provided the change does not materially diminish the Services that we are obligated to provide or facilitate under a Quote.

**1.4(b) Reseller.** We are resellers and/or facilitators of Third-Party Services and do not provide those services to you directly. For this reason, we are not and cannot be responsible for any defect, omission, or failure of any Third-Party Service or any failure of any Third-Party Provider to provide its services to you or to us. Third-Party Services are provided on an "as is" basis only. If an issue requiring remediation arises with a Third-Party Service, then we will endeavor to provide a reasonable workaround or, if available, a "temporary fix" for the situation; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third-Party Services will run in an uninterrupted or error-free manner.

Notwithstanding the foregoing, we endeavor to provide all services for which we accepted a sales agreement or a signed Quote. If a Third-Party Provider is unable to provide the required services, we will immediately take action to identify an equitable and/or alternative solution, to include engaging alternative Third-Party Providers, to meet the agreed-upon services.

**1.4(c) Pass Through Increases.** We reserve the right to pass through to you any increases in the costs and/or fees charged by Third-Party Providers for the Third-Party Services ("Pass Through Increases"). Since we do not control Third-Party Providers, we cannot predict whether such price increases will occur, however, should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.

## 2.0 IMPLEMENTATION

**2.1 Advice.** From time to time, we may offer you specific advice and directions related to the Services ("Advice"). For example, our Advice may include increasing server or hard drive capacity, increasing CPU cores, replacing obsolete equipment, or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. Implementing our Advice may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our reasonable discretion, your failure to follow our Advice makes part or all of the Services economically or technically unreasonable or impracticable to provide or facilitate, then we may terminate the applicable Services For Cause (explained below) by providing notice of termination to you or, alternatively, we may adjust the scope of the Quote to exclude any impacted or affected portion of the Environment. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements (defined below), are out-of-scope.

**2.1(a) Co-Management.** In co-managed situations (e.g., where you have designated other vendors or personnel, or "Co-Managed Providers," to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient, effective, and collaborative manner; however, we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and in the event that a Co-Managed Provider's determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider's determination and bring that situation to your attention.

**2.1(b) Prioritization.** All Services will be implemented and/or facilitated (as applicable) on a schedule, and in a prioritized manner, as we determine reasonable and necessary. Exact commencement / start dates may vary or deviate from initial planning dates depending on the Services being provided and the extent prerequisites (if any), such as transition or onboarding activities, must be completed.

**2.1(c) Modifications.** To avoid a delay or negative impact on the Services, we strongly recommend that you refrain from modifying or moving the Environment, or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those in which we are co-managing an Environment with your Co-Managed Provider as described above), we will not be responsible for changes to the Environment that are not authorized by us or any issues or errors that arise from those changes.

**2.1(d) Duty to Notify.** Clients are responsible for monitoring the operation of all equipment serviced by R3. Client shall immediately notify R3 of any loss of or damage to any such equipment, by telephone and in writing as soon as practicable thereafter. Email is sufficient notice, provided that R3 confirms receipt of the notice. Ticket submission is not sufficient notice for loss of or damage to equipment.

**2.2 Third-Party Support.** If, in our discretion, a hardware or software issue requires vendor or original equipment manufacturer (OEM) support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process ("OEM Fees"). We will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM Fees will resolve any particular problem or issue, it being understood that the resolution process can sometimes require the payment of OEM Fees to narrow (or potentially eliminate) potential issues.

**2.3 Authorized Contact(s).** We will be entitled to rely on any directions or consent provided by your personnel or representatives who you designate to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. We will rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing (physical document or by email), then the change will be implemented within two (2) business days after the first business day on which we receive your change notice. If your change notice is provided to us in person or by telephone (live calls only), the change will be implemented on the same business day in which the conversation takes place. We can only accept changes to Authorized Contacts in writing, in person, or by telephone. Email is sufficient notice provided R3 confirms receipt of

the notice. The use of a ticketing system, help desk request, or recorded messages are not acceptable means of informing us of an Authorized Contact change. We reserve the right to delay the Services until we can confirm the Authorized Contact's authority within your organization.

**2.4 Access.** You hereby grant to us and our designated Third-Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or those providers, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for R3 or applicable Third-Party Providers to provide the Services to you. Proper and safe environmental conditions must always be provided and assured by you. R3 shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

**2.5 Ongoing Requirements.** Everything in the Environment must be genuine and licensed - including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof.

**2.6 Response.** Our response to issues relating to the Services will be handled in accordance with the provisions of the Quote. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Scheduled Down Time, Client-Side Downtime, Vendor-Side Downtime (all defined below). or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

**2.6(a) Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM Eastern Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

**2.6(b) Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions, or by your Co-Managed Provider's acts or omissions ("Client-Side Downtime"). Client- Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).

**2.6(c) Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Third Party Providers, third party licensors, or "upstream" service or product vendors.

**2.6(d) Transition Exception.** You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the "Transition Exception").

**2.7 Microsoft Client and Partner Association Attestation and Authorization (Managed IT Services and Managed IT Security Services Only).** For Clients receiving recurring managed services, also known as Managed IT Services and/or Managed IT Security Services, establishing a partnership with R3 as your designated Microsoft Partner can significantly enhance the services you receive. By formalizing this association, R3 gains access to a wealth of resources through Microsoft's partner ecosystem. This includes specialized programs that can offer financial support, advanced training for technical and sales teams, and opportunities for recognition within the industry. Such a partnership not only strengthens R3's capability to serve you with the latest Microsoft solutions but also ensures that they are fully equipped to meet your specific business needs with the most current expertise and support from Microsoft.

- CPOR (Claiming Partner of Record): CPOR allows partners to associate themselves with their customer at the subscription or workload level. It helps partners get recognized for the engagement and impact they drive and may help them attain various competencies1.
- DPOR (Digital Partner of Record): DPOR is used for Enterprise Agreement (EA) subscriptions and associates servicing partners to a Microsoft cloud subscription. It's an online capability that attaches a partner to a customer's Microsoft online subscription, enabling partners to help customers optimize their usage for desired business outcomes.
- PAL (Partner Admin Link): PAL is used for modern commerce platform (Azure plan) subscriptions. It enables Microsoft to identify and recognize partners who drive Azure customer success. Microsoft can attribute influenced, and Azure consumed revenue to your organization based on the account's permissions and scope.

These mechanisms are part of the Microsoft Partner Network, now known as the Microsoft AI Cloud Partner Program, and they play a crucial role in tracking and recognizing the contributions of partners in driving customer success with Microsoft Products.

Client agrees that R3 will be assigned as the digital partner of record for any Microsoft subscriptions which contain covered IT Assets under this Agreement.

**3.0 FINANCIAL CONSIDERATIONS**

**3.1 Fees.** You agree to pay the fees, costs, and expenses charged by us for the Services in accordance with the amounts, methods, restrictions, and schedules described in each Quote ("Fees"). In addition to the Fees, you are responsible for any miscellaneous costs and expenses (**not to exceed $500/month** without your prior consent) that we incur in providing or facilitating the Services to you ("Miscellaneous Expenses"). Miscellaneous Expenses will generally appear as a line-item entry on your invoice(s) and may include, for example, small device purchases (such as a UPS), delivery/postal/ courier costs, data migration tools, and registration/service initiation fees charged by Third-Party Providers. For the sake of clarity and the avoidance of doubt, the OEM Fees and amounts due to Third-Party Service Providers shall not be considered Miscellaneous Expenses and shall not be subject to the monthly cap on

Miscellaneous Expenses. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

**3.2 “Per Seat” Licensing Fees.** The Services may require us to purchase certain “per seat” licenses from Third Party Providers (such as, for example, from Microsoft which sells per seat licenses under its “New Commerce Experience” licensing model). Unless otherwise expressly stated in a Quote, per seat licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. If we purchase per seat licenses for you, then those licenses may require a definite term—such as a one (1) or three (3) year term— which may be paid annually or monthly but, in all cases, must be paid in full by you. For that reason, you understand and agree that regardless of the reason for termination of the Services, you are required to pay for all applicable per seat licenses in full for the entire term of those licenses. Provided that you have paid for those licenses in full, you will be permitted to use the licenses until they expire, even if you move to a different managed service provider.

**3.3 Nonpayment.** Fees that remain unpaid for more than thirty (30) days when due will be subject to interest on the unpaid amount(s) from the due date until and including the date payment is received, at the lower of either 3% per month or the maximum allowable rate of interest permitted by applicable law. Without waiving any rights, we reserve the right to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to Fees must be received by us prior to the invoice due date, or within 10 business days of receipt of an invoice, whichever is longer; otherwise, you waive your right to dispute the Fee thereafter. We reserve the right to charge a reconnect fee of 10% of your monthly recurring fees if we suspend the Services due to nonpayment.

**3.4 User Variance <u>(Managed IT Services and Managed IT Security Services Only)</u>.** R3 acknowledges Client user counts may fluctuate during the contract term. R3 will evaluate user counts on a quarterly basis and will adjust our monthly fees based on the number of users at the time of the quarterly assessment. A change in user count greater than 20% in a singe 12 month term will require a new Quote.

**3.5 Increases.** R3 may increase our fees from time to time due to market or economic factors. We reserve the right to increase our monthly recurring fees at our own discretion, at which time you will be notified and given a 30-day acceptance period for the new fees. Any discounts provided in a quote will be applied to the new fees. If you do not accept our new fees, then we will begin the offboarding and termination process at no additional cost to you. During the Termination Period, you will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination (such as “per seat licensing costs”, as discussed below). Your continued acceptance or use of the Services after the 30-day acceptance period will indicate your acceptance of the increased fees and your invoices will reflect the new fees in the month immediately following the 30-day notice. Pass Through Increases (described in the “Scope” section, above) are independent of any increases to our monthly recurring fees and are excluded from this clause.

**3.6 Schedule of Payments.** We request automatic payment for all invoiced fees via ACH or, if utilizing Unanet Pay, by credit card number that we keep on file. If you authorize payment by credit card and

ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

**3.6(a) General Payment Terms.** Client shall be charged in accordance with the payment schedule provided in a Quote, which will generally include all labor, materials, applicable taxes, and expenses for the services quoted, with the exception of Miscellaneous Expenses as described above. Payments are to be made in accordance with the terms of the Agreement. Unless otherwise defined in a Quote, the payment schedule for services is as follows:

- Onboarding for Managed IT Services and Managed IT Security Services - Due Upon Receipt
- Managed IT Services and Managed IT Security Services – Due on the 15th of Each Month, starting the first month after onboarding is completed.
- Projects – Project billing will be defined in each quote, typically following defined milestones or schedule.
- Hardware, Software, and Licensing Products – Due upon receipt. Unless an exception is documented in a Quote, Products will not be ordered until payment is received.
- All other services, including subcontract, ad-hoc, dedicated support – Payment terms will be explicitly defined in the Quote.

**3.6(b) ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you. We will apply a $20.00 service charge (or the maximum amount permitted by law, whichever is less) to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.

**3.6(c) Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote. As applicable by laws, credit card transactions will incur a 3% convenience fee.

## 4.0 LIMITATIONS OF LIABILITY & WARRANTIES

**4.1 Hardware / Software Warranties.** All equipment, machines, hardware, software, peripherals, or accessories purchased through R3 ("Third Party Products") are generally nonrefundable once the item is ordered from R3's third party provider or reseller. If you desire to return a Third-Party Product, then the Third-Party Provider's or reseller's return policies will apply. We do not guarantee that Third-Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and you agree to be responsible for paying all re-stocking or return-related fees charged by the Third-Party Provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products. You will be responsible for all fees and costs (if any) charged for warranty-related service. All Third-Party Products are provided "as is" and without any warranty whatsoever as between R3 and you (including but not limited to implied warranties).

**4.2 Liability Limitations.** In no event will either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to R3), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any Quote, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any Quote, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by Client (excluding hard costs for licenses, hardware, etc.) to R3 for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued, or $10,000 whichever is greater. The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that such limitations are prohibited under applicable law, or to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims. Under no circumstances shall R3 have any liability for any claims or causes of action arising from or related to Out of Scope Services.

**4.3 Waiver of Liability for Admin/Root Access.** We strongly advise you to refrain from providing administrative (or "root") access to the Environment to any party other than R3, as such access by any person other than an R3 employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non-R3 personnel (i.e., non-R3 employees, Co-Managed Providers, etc.) with administrative or root access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by R3. R3's business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by R3.

**4.4 Waiver of Liability for Legacy Devices.** As used herein, "Legacy Device" means a piece of equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or no longer supported by its original manufacturer. Legacy Devices may cause vulnerabilities in your network, or they may fail from time to time or cause other parts or processes of the Environment to operate improperly or (in some cases) fail. If a Legacy Device must remain in the Environment, or if we agree to allow a Legacy Device to operate within the Environment, or if you decline

to promptly replace a Legacy Device when we request you to do so, then you understand and agree that (i) neither we nor any Third-Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of the Legacy Device in the Environment, and (ii) we and our Third Party Providers will be held harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of the Legacy Device in the Environment. We strongly advise you to review your company's insurance policies to determine the extent to which the existence of Legacy Devices in the Environment would create an exclusion of insurance coverage in the event of a security-related incident.

**5.0 INDEMNIFICATION**

Each party, including their affiliates and agents (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party, including their affiliates and agents (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement, or from any acts of gross negligence, willful misconduct or fraud by an Indemnifying Party. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

**6.0 TERM & TERMINATION**

Please note: This section contains important provisions relating to the automatic renewal of managed services; please review this section, as well as the terms of your Quote, carefully. There are several dates of which you should be aware, including the effective/termination dates of this Agreement and the effective/termination dates of the Services under a Quote. Each Quote will have its own term and will be terminated only as provided in this Agreement or as provided in the Quote or Services Guide.

**6.1 This Agreement.** This Agreement will terminate automatically (i) if you or we terminate this Agreement For Cause (described below), or (ii) six (6) months after the Services have been provided to you and there are no further Services contemplated to be provided. Upon the termination of this Agreement or Services under a Quote, all Services will immediately and permanently cease; however, the termination of this Agreement or Services under a Quote shall not change or eliminate any fees that accrued and/or were payable to us prior to the date of termination, all of which shall be paid by you. This Agreement shall not be terminated by either party without cause if Services are in progress under a Quote.

**6.2 Term.** The term of the Services will be as indicated in the applicable Quote. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. Unless otherwise expressly stated in the Quote, the Services in each Quote automatically renew (please see "Auto-Renewal" section below).

**6.3 Termination Without Cause.** R3 allows for termination without cause of recurring services with a 60 day notice. Termination without cause will incur an offboarding fee equal to 50% of the quoted, undiscounted, onboarding fee. Project, field, and ad-hoc services may not be terminated without cause while the services are ongoing. Additionally, term licenses may not be terminated until the end of the current term.

**6.4 Termination For Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a Quote or under this Agreement, the non-Defaulting Party will have the right to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days following receipt of written notice of breach from the non-Defaulting Party.

**6.4(a) Remedies for Early Termination.** If R3 terminates any Services For Cause then R3 shall be entitled to receive, and you hereby agree to pay to us, all amounts stated in the relevant Quote that would have been paid to R3 had the Services remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"), as well as any additional remedies available by law. If you terminate Services For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination, as well as per-seat licensing fees (described below), and nothing more.

**6.4(b) Service Tickets.** Given the vast number of interactions between hardware, software, wireless, and cloud- based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). We cannot and do not guarantee that such Conflicts will not occur, and you understand and agree that the number of service tickets submitted by you is not, by itself, an indication of default by R3.

**6.5 Client Activity as a Basis for Termination.** If you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you and the activity does not cease after we provide notice of the issue(s) to you, then in addition to R3's other rights under this Agreement, R3 will have the right to terminate Services For Cause.

**6.6 Consent.** Both parties may mutually consent, in writing, to terminate a Quote or this Agreement at any time.

**6.7 Auto-Renewal.** Unless otherwise expressly stated in the Quote, the term of any Managed IT Services or Managed IT Security Services that are provided to you on an ongoing and recurring basis and which is invoiced monthly (a "Managed Service") will, unless terminated earlier as per this Agreement, automatically renew for contiguous terms equal to the initial term of the Managed Service unless either party notifies the other of its intention to not renew the Managed Service no less than ninety (90) days before the end of the then-current Managed Service term.

Managed Services automatically renew at the current published rates for the subscribed services. R3 will notify you of your renewal rate at least 60 days prior to renewal, along with any discounts for which you may be eligible.

Unless otherwise stated in a Quote, all Managed Service terms are 12 months from the date of completed onboarding, and all renewal periods are 12 months from the end date of the prior term. Additionally, all license agreements auto renew at the end of the current term at the then current market price, unless explicitly stated in a Quote, and excluding Government Community Cloud High (GCCH) licenses.

For clarity, the term of non-Managed Services (such as one-time projects, break/fix assignments, temporary, non-recurring services, etc.) are not subject to auto-renewal.

**6.8 Equipment / Software Removal.** Upon termination of this Agreement or applicable Quote for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which R3 Equipment is located to enable us to remove all R3 Equipment from the premises. If you fail or refuse to grant R3 access as described herein, or if any of the R3 Equipment is missing, broken or damaged (normal wear and tear excepted) or any of R3-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items.

**6.9 Transition; Deletion of Data.** If you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to R3 providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. Unless otherwise expressly stated in a Quote or Services Guide or prohibited by applicable law, we will have no obligation to store or maintain any Client data in our possession or control following the termination of this Agreement or the applicable Services.

**7.0 CONFIDENTIALITY**

**7.1 Confidential Information.** For purposes of this Agreement, “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) lawfully is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party; or (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information. Disclosing Party shall designate Confidential Information as such prior to, during, or immediately after disclosure. Disclosing Party shall mark any physical materials as Confidential Information and shall identify any oral information as Confidential Information at the time of disclosure. The foregoing notwithstanding, the terms of this Agreement also

pertain to information not otherwise identified as Confidential Information if Receiving Party otherwise knows or should reasonably be expected to know of its confidential nature.

**7.2 Restrictions on Use and Disclosure.** Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates and other representatives of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously or subsequent to the date hereof, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with the Proposed Transaction. Without limitation of the foregoing, each party agrees that it will not use the Confidential Information independently or with third parties, directly or indirectly, to solicit the business of any person or entity, to provide services to any person or entity, or otherwise to compete with the Disclosing Party.

**7.3 Standard of Care.** Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of the Proposed Transaction, who are informed of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement or any other misappropriation or misuse of Confidential Information by its Representatives. Each party agrees to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure to any person or entity other than its Representatives who agree to act in accordance with the terms and conditions of this Agreement. The parties agree that no disclosure of Confidential Information under this Agreement shall constitute a waiver of any rights in the Confidential Information or of any applicable privilege, including but not limited to the privileges pertaining to attorney-customer communications and attorney work product. Each party also agrees not to use or disclose any Confidential Information in violation of securities or insider trading laws and to take reasonable steps to ensure compliance by its employees and agents. The Receiving Party shall be responsible for compliance with laws pertaining to the export of the Confidential Information.

**7.4 Records.** All Confidential Information shall be destroyed or returned to the Disclosing Party immediately (a) in the event the Proposed Transaction is not consummated for any reason, (b) upon the termination of this Agreement by either party, or (c) at any other time upon the Disclosing Party’s written request. Such destruction or return shall be completed within 30 days after the occurrence of any of the foregoing (a)-(c), and the Receiving Party shall certify in writing to the Disclosing Party that such destruction or return has been completed within 45 days after the occurrence of any of the foregoing (a)-(c).

**7.5 No Ownership or Warranty of Confidential Information.** Nothing contained in this Agreement shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by a party. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party shall have no liability hereunder with respect to its Confidential Information, or errors or omissions therein. The Receiving Party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and shall be entitled to

rely solely on the representations and warranties, if any, made to it by the Disclosing Party in any final written agreement regarding the Proposed Transaction.

**7.6 Compelled Disclosure.** Each Party to this Agreement acknowledges the competitive value and confidential nature of the Confidential Information and that use of such Confidential Information by Receiving Party or disclosure thereof to any third party could be competitively harmful to the Disclosing Party. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt advance written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance prior to any disclosure that confidential treatment will be accorded the Confidential Information and that the Confidential Information will be held and used in a manner that complies with the terms of this Agreement.

**7.7 Remedies for Breach of Confidentiality.** Each party to this Agreement acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result if the Confidential Information is used by the Receiving Party other than as is provided for herein or disclosed to any third party, money damages would not be a sufficient remedy for any threatened breach or breach of this Agreement, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

**7.8 Additional NDA.** In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an “NDA”) for the protection of a third party’s Confidential Information. In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information. If in the normal provision of the Services we are in receipt of or otherwise have access to personal health information (as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), we will be your business associate as that term is defined under HIPAA and will enter into a mutually agreeable Business Associate Agreement.

**8.0 OWNERSHIP**

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned by such party (“Intellectual Property”), and nothing in this Agreement or any Quote, conveys or grants any ownership rights or goodwill in one party’s Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you, and your use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to you by us, and (iv) any applicable EULA; no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed

or implied, with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

**9.0 ARBITRATION**

Except for undisputed collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

**10.0 MISCELLANEOUS**

**10.1 End User Agreements.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements (EULAs), third party customer agreements, and/or third party subscription agreements (collectively, "End User Agreements"). If the acceptance of an End User Agreement is required for you to receive any Services, then you hereby grant us permission to accept the applicable agreement(s) on your behalf. You may request a list of all End User Agreements into which we have entered on your behalf by sending your written request to us (email is sufficient for this purpose). If an End User Agreement deviates materially from industry-standards (i.e., contains terms that are different than those generally offered by similarly situated companies to end users on an industry-wide basis), then we will bring that situation to your attention. End User Agreements may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of all applicable End User Agreements. If, while providing the Services, you or we are required to comply with an End User Agreement and that agreement is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure your and our continued compliance with the terms of the applicable End User Agreement.

**10.3 Client & Client Employee-Owned Devices.** You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices managed under a Quote will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service

plan from us ("Unknown Devices"). We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

**10.4 Equipment.** The information on equipment returned to us at the end of the Services will be deleted; however, we cannot and do not guarantee that deleted information will be rendered irrecoverable under all circumstances. For that reason, we strongly recommend that you permanently delete any personal, confidential, and/or highly-sensitive information from such equipment before returning that equipment to us.

**10.5 Compliance; No Legal Advice.** Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring you into full regulatory compliance with any rule, regulation, or requirement that may be applicable to your business or operations, with the exception of Compliance Services which are specifically scoped for this purpose. Depending on the Services provided, the Services may aid your efforts to fulfill regulatory compliance; however, unless otherwise explicitly stated in the Quote, the Services are not (and should not be used as) a compliance solution. Neither the results of any Service nor any proposed or suggested remediation, action, or response plan ("Plan") are legal advice and shall not be construed as such. Client is responsible for obtaining its own legal representation related to any of Client's industry, regulatory, and/or statutory-related requirements ("Applicable Laws"). Client is advised to consult its own legal resources before relying on any advice or recommendations made by R3 that pertain to or impact Applicable Laws. Client understands that any Plan provided to Client will be based on the status of the applicable rules/laws in place at the time that the Plan is delivered, and subsequent changes to the status or content of any applicable laws/rules may render the Plan obsolete.

**10.6 Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.

**10.7 No Fiduciary.** The scope of our relationship with you is limited to the specific Services provided to you; no other relationship, fiduciary or otherwise, exists or will exist between us. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, you hereby waive that relationship and any fiduciary obligations thereunder.

**10.8 Virtual Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that any security-related product or solution implemented or facilitated by us will be capable of detecting, avoiding, quarantining or removing all malicious code, spyware, malware, etc., or that any data deleted, corrupted, or encrypted by any of the foregoing ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Services Guide, we will not be responsible for activating multifactor

authentication in any application in or connected to the Environment. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

**10.9 Physical Security.** You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

**10.10 IT Patches/Updates.** Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any device or software that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

**10.11 Non-Solicit.** Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars ($100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.

**10.12 Collections.** If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

**10.13 Assignment.** Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. 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, we may assign our 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 the assignee expressly assumes our obligations hereunder.

**10.14 Amendment.** This Agreement and any Quote may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is affirmatively accepted in writing (email or electronic signature is acceptable) by both parties.

**10.15 Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

**10.16 Severability.** If any provision in this Agreement or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law. A waiver by either party of any right under this Proposal or failure to perform or of a breach of any provision of this Proposal will not operate or be construed as a waiver of any other right hereunder or any other breach or failure whether of a similar nature or otherwise.

**10.17 Other Terms.** We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

**10.18 No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

**10.19 Merger.** This Agreement coupled with the Quote and the Services Guide sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements unless they are explicitly set forth in this Agreement or in a Quote or Services Guide. Our marketing materials, including those that are located at our website, are

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Frederick, MD 21703
(240) 654-1451
www.r3-it.com

provided to you for illustrative or educational purposes only and are not intended (and will not be interpreted as) creating additional duties, requirements, service levels, or promises or guarantees of specific services or specific service results.

**10.20 Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

**10.21 Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

**10.22 Governing Law; Venue.** This Proposal shall be deemed to have been executed in the State of Maryland, and shall be governed by, and enforced in accordance with the laws of the State of Maryland. All suits and other actions relating to or arising out of this Proposal shall be submitted to the jurisdiction of the courts of the State of Maryland, and venue for any such suits, proceedings and other actions shall be in Montgomery County, Maryland. The prevailing party in any litigation, arbitration or mediation relating to this Proposal shall be entitled to recover the costs and expenses related to such litigation including its reasonable attorneys' fees from the other party for all matters, including but not limited to appeals and post-judgment collection fees and costs. R3 And Client further waive their right to request a jury trial in connection with any litigation between the parties.

**10.23 No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

**10.24 Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.

**10.25 Notices; Writing Requirement.** Where notice is required to be provided to R3 under this Agreement, such notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if the message is sent to the last known email address of the recipient or such other email address that is expressly designated by the recipient for the receipt of legal notices and R3 confirms receipt of the message. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement. Notices sent to Clients will be sent to the address on file or included in the relevant quote.

All notices shall be sent to the points of contact specified below.

Rob McGowan, CEO
5280 Corporate Drive, #B101
Frederick, MD 21703
rmcgowan@r3-it.com

**10.26 Independent Contractor.** R3 is an independent contractor, and is not your employer, employee, partner, or affiliate.

**10.27 Contractors.** Should we elect to use contractors to provide onsite services to you (such as the installation of equipment or the installation of software on local devices), we will guarantee that work as if we performed that work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are resold to you and, therefore, are not contracted or subcontracted services; and Third Party Providers are not our contractors or subcontractors.

**10.28 Data & Service Access.** Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

**10.28(a) Government Community Cloud High (GCCH).** For services provided in GCCH environments, all services will be provided by United States citizens. R3 will comply with all federal mandates associated with GCCH environments

**10.29 Critical Vendor Status.** In the event that you declare bankruptcy, or there is an assignment for the benefit of creditors, then you agree that we are a “critical vendor” and you will take all steps necessary to have us designated as a “critical vendor” entitled to payment and all other statuses and priorities afforded to any of your other critical vendors.

**10.30 Counterparts.** The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

**10.31 Complete Agreement.** This Master Services Agreement, together with any Quotes or similar ordering documents executed by the parties and referencing this Agreement, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, proposals, or communications. Each Quote, once executed, is incorporated into and forms part of this Agreement for the services described therein. In the event of any conflict between this Agreement and a Quote, the terms of the Quote shall take precedence. This Agreement shall remain in effect in accordance with its terms notwithstanding the absence or expiration of any Quote.

**10.32 Acceptance.** Acceptance of a Quote shall be deemed as acceptance of this Master Services Agreement.