

Master Service Agreement

This Master Service Agreement ("Agreement") is entered into by and between the customer ("Customer") named in the Quote to which this Agreement is attached ("Sales Quote") and IEvolve, Inc. d/b/a IEvolve Technology Services ("IEVOLVE"). Customer has, and is deemed to have, accepted to be bound by this Agreement and the attached Service Agreements (the "Service Agreements"), including all terms and conditions incorporated herein or therein by reference upon Customer signing a Sales Quote. Additional services may be provided at any time by signing additional Sales Quotes at any time.

1. Services. Subject to the terms and conditions of this Agreement and the Service Agreements, and in consideration of the payments for such Services, Customer has agreed to purchase and IEVOLVE shall provide the Services listed on each Sales Quote attached or making reference hereto and more fully described in the applicable Service Agreement, each of which Sales Quotes and Service Agreements are incorporated herein by this reference.

2. IEVOLVE's Obligations. IEVOLVE will comply with, and ensure its personnel comply with: (i) all laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction and applicable to the provision of the Services; and (ii) any reasonable Customer security policies applicable to the provision of the Services.

3. Customer's Obligations

a. Access Right. Customer will in a timely manner provide IEVOLVE with timely information and access to any property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain for IEVOLVE, at Customer's expense, timely access to property and equipment that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace, and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary to provide the Services. Customer will furnish any conduit holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits, and consents (including easements and rights-of-way). Customer will have the site ready for IEVOLVE to perform its work according to any mutually agreed upon schedules. Notwithstanding anything to the contrary herein, IEVOLVE shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer, including, but not limited to, the failure to provide IEVOLVE with prompt access.

b. Safe Work Environment. Customer will ensure that the location at which IEVOLVE installs, maintains, or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. IEVOLVE does not handle, remove, or dispose of Hazardous Materials, and IEVOLVE has no obligation to perform work at a location that does not comply with this Section 3.b. IEVOLVE will not be liable for any Hazardous Materials.

c. Compliance with Laws. Customer shall comply with all laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction and applicable to the Services and its use of the Services.

d. Acceptable Use Policy. Customer will, and ensure its Users (as defined below) will, comply with IEVOLVE's Acceptable Use Policy ("AUP") as set forth at <https://www.i-evolve.com/legal/acceptable-use-policy>, or other locations that IEVOLVE may designate. IEVOLVE may revise the AUP or any Service Agreements at any time upon reasonable advance written notice to Customer. For the purposes of this Agreement, a "User" is anyone who uses or accesses any Services provided to Customer. Customer will cause Users to comply with this Agreement and the AUP, and Customer acknowledges and agrees that Customer is responsible for all Users' use of any Services, unless expressly provided to the contrary in applicable Service Agreements.

e. Utilities. Customer shall procure and make available to IEVOLVE, at Customer's locations where any equipment is necessary for the provision of Services, at Customer's sole cost and expense, adequate space, continuous electrical service (AC power), and HVAC for such equipment. Unless support for such equipment is included in the Services, Customer shall be solely and exclusively responsible for all maintenance, configuration, management, repair and/or support of such equipment.

4. Fees; Payment Terms

a. Fees. Customer shall pay the fees and charges for Services as set forth in the applicable Sales Quote and in accordance with this Section 4. IEVOLVE may change its fees and charges from time to time upon reasonable advance written notice to Customer.

b. Statement of Charges. Customer will provide IEVOLVE with all information requested on each Sales Quote, including a valid e-mail address and billing address. IEVOLVE will post and transmit all of its fees and charges electronically to the contact name and e-mail address specified in the applicable Sales Quote.

c. Late Charge. If Customer fails to pay any amount within 30 days from when due, in addition to all other remedies that may be available to IEVOLVE, Customer shall immediately pay to IEVOLVE a late charge equal to the greatest of (a) \$100.00 or (b) ten percent (10%) of the delinquent amount.

d. Taxes. Customer will pay all applicable federal, state, municipal, local, or other governmental sales, use, excise, value-added, or other taxes, tariffs, access fees, or other fees or charges now in force or enacted in the future, that arise from or as a result of, the Services or equipment (collectively, "Taxes"). Taxes are in addition to charges for Services. Taxes are due for any period of time a Service Agreement is or was in effect, even if the IEVOLVE fails to accurately or correctly bill the Customer. If Customer claims to be exempt from payment of any Taxes, Customer must provide the IEVOLVE with proof of such exemption acceptable to IEVOLVE and IEVOLVE will continue to collect Taxes from Customer until such exemption is established to IEVOLVE's satisfaction.

e. Billing Disputes. All disputes of any kind must be reported in writing to IEVOLVE no later than 30 days from the date the disputed charge was posted to the Customer's account. Unless disputed within said 30-day period, all charges posted to the Customer's account are deemed to be correct and the Customer waives any claim after said 30-day period. Submission of a written dispute notice by the Customer shall not relieve the Customer of its obligation to timely pay all amounts.

f. Credits and Refunds. Credits, refunds, or payments must be used or claimed within one year from the date of such credit, refund, or payment or shall be deemed to have been earned and correctly applied or paid.

g. No Deductions or Setoffs. Except as expressly provided in this Section 4, all amounts payable to IEVOLVE under this Agreement shall be paid by Customer to IEVOLVE in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

5. Confidential Information.

a. Confidential Information means: (i) written information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent such written information is marked as Confidential Information; and (ii) except to the extent required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals. Confidential Information will not include any information that: (x) is independently developed by the receiving party ("Receiving Party"); (y) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (z) becomes generally available to the public other than by breach of this Agreement.

b. Obligations. For a period of three years following a party's receipt of any Confidential Information of the other party (the "Disclosing Party"), and except as provided in Section 5.c below, each party agrees: (i) not to disclose or otherwise make available such Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 5; (ii) to use such Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or, in the case of Customer, to make use of the Services; and (iii) to notify the Disclosing Party in the event it becomes aware of any loss or disclosure of such Confidential Information of Disclosing Party. Notwithstanding the foregoing, a party's obligations under this Section 5.b with respect to trade secrets, including without limitation, software, shall remain in effect for as long as such information remains a trade secret under applicable law.

c. Subpoenas and other Legal Requests for Information.

IEVOLVE may provide information and respond to law enforcement requests, subpoenas, court orders, and the like, for any purpose IEVOLVE determines is appropriate in its sole discretion, including to protect IEVOLVE, IEVOLVE's rights and/or property, and in the case where failure to disclose the information may lead to personal injury or loss of property of the Customer or others.

6. Non-Solicitation. Neither IEVOLVE nor Customer shall knowingly, during the Term of this Agreement and for a period of one (1) year thereafter, solicit for employment or employ, whether as employee or independent contractor, any person who is or had been employed by the other party during the Term, without the prior written consent of such other party. The remedies for violation of the terms of this Section include, but are not limited to, direct and indirect damages as a result of lost revenue, and the costs in connection with the hiring and training of replacement employees.

7. Disclaimer; Limitations of Liability

a. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IEVOLVE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR

COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACK; AND (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. FURTHER, IEVOLVE MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY THE SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT IEVOLVE'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

b. Exclusions. IEVOLVE SHALL NOT BE LIABLE:

i. FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES.

ii. FOR ANY DAMAGES ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICES DEFECTS, SERVICES LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATES, USERS, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

c. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IEVOLVE'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO IEVOLVE PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

8. Indemnification.

a. Each party will defend, indemnify, and hold the other party, its affiliates, agents, and contractors harmless against liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Damages"), resulting from third-party claims resulting from personal injury or death to persons or loss or damage to personal tangible property, to the extent such Damages were proximately caused by the negligence or willful misconduct of the indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Customer will defend, indemnify, and

hold IEVOLVE, its affiliates, agents, and contractors harmless against Damages arising from or related to (i) the use, modification, or resale of the Services by Customer or its Users; or (ii) any violation of the AUP.

b. Procedure. The indemnified party under this Section 8: (i) must notify the indemnifying party in writing promptly upon learning of any claim, suit, or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and IEVOLVE is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to IEVOLVE; and (iii) shall reasonably cooperate with the defense, at the indemnifying party's expense.

9. Term; Termination; Effect of Termination.

a. Term. The term of this Agreement shall begin on the "Effective Date" listed on the earliest Sales Quote signed by Customer and continue for the period set forth in the Sales Quote, unless earlier terminated as set forth herein (the "Term").

b. Termination by Either Party. In addition to any termination provisions of an applicable Service Agreement, either party may terminate this Agreement and/or one or more Services and the applicable Service Agreement(s), effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

- i. materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure (including, without limitation, nonpayment of fees), the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or
- ii. (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Termination by IEVOLVE.

- i. IEVOLVE may immediately terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with notice if Customer: (i) commits a fraud upon IEVOLVE; (ii) utilizes the Services to commit a fraud upon a third party; (iii) unlawfully uses the Services; (iv) abuses or misuses IEVOLVE's network or Services; or (v) interferes with a third party's use of IEVOLVE's network or services.
- ii. In the event that Customer fails to pay to IEVOLVE any amount under this Agreement or any Service Agreement when due, and such failure continues for 30 days after receipt of written notice of such failure to the Customer, IEVOLVE may in its sole discretion elect to suspend (and may later terminate) the related Service(s), and if the breach implicates the entire Agreement, suspend (and may later terminate) the entire Agreement.
- iii. IEVOLVE may terminate this Agreement and/or any Service Agreement for any reason, or for no reason, upon not less than sixty (60) days' prior written notice to Customer.

d. Effect of Termination. Upon expiration or termination of this Agreement or any Service for any reason:

- i. Neither party waives any other rights or remedies such party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- ii. The rights and obligations of the parties set forth in Section 5, Section 6, Section 7, Section 8, Section 9, and Section 12, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

f. Effect of Suspension. IN THE EVENT THAT IEVOLVE SUSPENDS ANY SERVICE IN ACCORDANCE WITH THIS AGREEMENT, IEVOLVE SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES) IN CONNECTION WITH SUCH SUSPENSION OF SERVICES, AND CUSTOMER RELEASES IEVOLVE FROM ANY AND ALL LIABILITIES RELATED TO ANY SUCH SUSPENSION OF SERVICES.

10. Insurance. Customer will maintain insurance on any equipment rented, loaned, or otherwise provided to Customer under the Services. Customer shall provide IEVOLVE with certificates of insurance evidencing the coverage required under this Section 10 and the value the equipment and naming IEVOLVE Inc. as Loss Payee.

11. Import/Export Control. The parties acknowledge that equipment, Services, software, documentation, technical information, and other materials provided under this Agreement may be subject to import and export laws, conventions, or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all applicable laws, conventions, and regulations. The parties will not use, distribute, transfer, or transmit such equipment, Services, software, documentation, technical information, or other materials (even if incorporated into other products) except in compliance with such laws, conventions, and regulations. Customer, not IEVOLVE, is responsible for complying with such laws, conventions, and regulations for all information, equipment, software, and other materials transmitted between countries using the Services.

12. Miscellaneous.

a. Force Majeure. Except for payment of amounts due as outlined in the applicable Service Agreement, neither party will be liable for any delay, failure in performance, loss, or damage because of fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war terrorism, epidemics, pandemics, states of emergency, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

b. Trademarks and Service Marks. The Customer acknowledges and agrees that the Marks (as defined below) are the sole and exclusive property of IEVOLVE and that nothing herein conveys any interest in the Marks to the Customer and the Customer may not use or display the Marks. The License does not include the right to use Marks. "Marks" shall mean any or all of IEVOLVE's trade name, logo, trademark, trade device, service mark, symbol, code or specification, or any abbreviation, contraction, or simulation thereof. This Agreement is not a trademark or service mark license and does not create a franchise.

c. Marketing. Customer acknowledges that IEVOLVE from time to time may use the technology solution provided to Customer in

marketing and reference materials for promotional purposes. Customer acknowledges that such marketing and reference materials may contain Customer's name, image, and likeness.

d. Amendment; Waiver. Any supplement to, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. Assignment. This Agreement and the Service Agreements, and the rights and obligations hereunder and thereunder, shall not be assigned or otherwise transferred by Customer without the prior written consent of IEVOLVE. An assignment or transfer of this Agreement or any Service Agreement shall include (i) a sale of all or substantially all of the assets of Customer or (ii) a Change in Control of Customer. "Change in Control" means a change in the equity ownership (including, without limitation, shares of stock or membership interests) of Customer in the amount of twenty percent (20%) or more. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

f. Severability. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intent of the parties.

g. Injunctive Relief. Except as expressly provided herein, nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

h. Legal Action. Any legal action arising in connection with this Agreement must be filed within 3 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

i. Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the attached Sales Quote, or to such other address as designated in writing from time to time. Notices shall be delivered by internationally recognized overnight courier, certified or registered mail, or email and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

j. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, except to the extent a regulatory agency with jurisdiction over the applicable Services applies a different law. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Buffalo and County of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

k. No Third-Party Beneficiaries. No provision of this Agreement or any Service Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

l. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

m. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

n. Entire Agreement. This Agreement, together with all Sales Quotes, Service Agreements, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Service Agreement, the following order of precedence shall govern: (a) first, the applicable Service Agreement; (b) second, this Agreement; and (c) third, the AUP.

o. Legal Fees. In the event Customer shall breach any of its obligations under this Agreement or any Service Agreement and IEVOLVE enforces this Agreement through legal proceedings, Customer agrees to reimburse IEVOLVE for all any and all legal fees, court costs and other expenses incurred by IEVOLVE in enforcing this Agreement.