STANDARD TERMS AND CONDITIONS OF SERVICE
MEGAPLANIT HOLDINGS, LLC

By executing a Quotation, Service Order, or other document engaging MegaplanIT Holdings, LLC ("MPIT") is subject to these Standard Terms and Conditions of Service (the "Agreement"). You ("Client") and MPIT, each a "Party" and together the "Parties", agree the terms and conditions herein govern Client's purchase and use of certain MPIT services.

1. **SCOPE OF AGREEMENT**. This Agreement sets forth the terms and conditions pursuant to which MPIT will provide services and products to Client (collectively, "Services"). An affiliate of Client may purchase Services pursuant to this Agreement, provided that the affiliate agrees to bound by the terms and conditions of this Agreement. Affiliate means an entity controlling, controlled by or under common control with a party.

2. **ORDERS**. MPIT will provide those Services and identified deliverables ("Deliverables") set forth in a quotation, service order or product order, each of which becomes subject to and a part of this Agreement when signed by both parties (each, an "Order"). Any change to an Order must be in writing and will be effective only when signed by an authorized representative of each party (each, a "Change Order"). If a purchase order is required for processing an invoice, upon signing an Order or Change Order, Client will submit a purchase order to MPIT that covers all fees and expenses. However, any purchase order or other document issued by Client will be effective only to confirm the Services, Deliverables and fees agreed to in the Order; any legal terms or conditions in such a document will be of no effect.

3. **FEES AND EXPENSES.** Client will pay MPIT those fees set forth in the applicable Order and actual, reasonable travel and living expenses incurred by MPIT in the performance of the Services, and any applicable software licensing fees. All fees and expenses are quoted and payable in United States dollars, payment obligations are non-cancelable, and fees paid are non-refundable. The fees exclude all sales, use, value-added, withholding or other taxes and all export and import fees, customs duties and similar charges attributable to any use by Client of the Services or Deliverables ("Taxes"), excluding MPIT's payroll and income taxes. Client is responsible for payment of all such Taxes and any related interest and penalties unless Client provides MPIT with a valid tax exemption certificate. If any amounts payable by Client are subject to withholding, the amount payable will be grossed up by Client when Client remits payment such that the amount paid net of withholding equals the amount invoiced by MPIT.

4. **INVOICING AND PAYMENT**. MPIT will invoice Client for fees as set forth in the applicable Order and for expenses monthly as incurred. Unless otherwise specified in the applicable Order, payment of each invoice by the Client is due within the earlier of (i) thirty (30) days from the date of an invoice, or (ii) prior to the rendering of any final report or deliverable by MPIT. Past due invoices shall bear interest at 1.5% (one and one half percent) per month or the maximum rate allowed under applicable law. MPIT may suspend its performance obligations if any payment is past due, or if any disputed invoice amount is not resolved and paid within ten (10) days of the payment due date. If significant delays occur in the achievement of an invoicing milestone due to the acts or omissions of Client, MPIT may issue a progress invoice covering the level of effort and associated fees and expenses for Services completed to the date of the invoice. Client agrees to reimburse MPIT all interest, costs and attorneys' fees in connection with the collection of unpaid amounts owed to MPIT.

5. **PERFORMANCE OF SERVICES.** The following additional terms and conditions apply to the following specific Services as set forth in an Order:

5.1 **PROFESSIONAL SERVICES.** Professional Services means advisory, assessment or other cybersecurity consulting services. Professional Services that are offered on a multi-year or annual recurring basis are defined as "Subscription Services". Client understands and agrees that any outcome of Professional Services is limited to a point-in-time examination, review or analysis of Client's systems, processes and/or documentation, as set forth in the applicable Order. If, as a part of the Professional Services, MPIT is to perform an assessment in accordance with the guidelines and requirements implemented by a certifying organization (e.g., PCI SSC, FedRAMP, HITRUST) (each, an "Assessment Standard"), Client agrees that MPIT may perform those Professional Services in accordance with the terms and requirements set forth in the applicable Assessment Standard, and Client will comply with all of the obligations of an assessed entity in the applicable Assessment Standard.

5.2 **THIRD PARTY PRODUCTS**. A "Third Party Product" is defined as an application, software, service or other product manufactured or developed by a third party and distributed or made available by MPIT to Client. All Third Party Products procured and/or resold by MPIT to Client are subject to the terms and conditions referenced in the applicable Order along with any terms and conditions or licenses imposed on end users. Notwithstanding anything

to the contrary in this Agreement, all Third Party Products are provided "as is" and MPIT has no liability for any Third Party Products. If applicable, Client will provide MPIT administrative level access, permissions, and any licenses required for MPIT to access and use the Third Party Products in connection with the Services.

5.3 SUBCONTRACTORS. MPIT reserves the right to retain subcontractors to assist in providing any part of the Services. MPIT will remain liable to Client for the performance of the Services pursuant to the terms of this Agreement.

6. CLIENT RESPONSIBILITIES

6.1 COOPERATION, DELAYS AND RESCHEDULING. Client will cooperate with MPIT and provide, on a timely basis, all information and access to systems, locations and personnel reasonably requested by MPIT in order to perform the Services. After the schedule for Services is agreed to between the parties, if Client needs to reschedule the Services for any reason or Client will not be able to provide data and any information that Client authorizes MPIT's access to ("Client Data") in accordance with the agreed timelines, Client must notify MPIT at least ten (10) business days in advance so that MPIT can repurpose personnel assigned to provide Services to Client. If Client fails to do so, Client will pay MPIT a rescheduling fee to compensate MPIT for lost billable hours as set forth in the applicable Order. MPIT will use reasonable efforts to mitigate any losses that would otherwise be incurred in connection with such delay or rescheduling and will apply such mitigation to any amounts charged to Client.

6.2 CLIENT DATA. Client is solely responsible for the accuracy, completeness and legality of all Client Data; the scope, goals and overall direction of the Services; and the implementation of any course of action based on the Services and/or Deliverables. Client acknowledges that MPIT will rely on the Client Data in performing the Services, and MPIT has no liability for errors and/or omissions in Client Data or any loss or damage incurred as a result of MPIT's use of Client Data. Client will provide notices to, and obtain any licenses or consents from, third parties as required in connection with the transfer, use and processing of Client Data. Client grants to MPIT and its subcontractors a non-exclusive right to use the Client Data to provide the Services.

6.3 NOTIFICATIONS. By executing an Order, Client affirms that it is unaware of any on-going or potential network breach or compromise related to the system(s) it owns or manages that is the subject of the Services to be provided under that Order. Client will promptly notify MPIT if it becomes aware of any such network breach or other compromise during Service delivery.

6.4 PLACEMENT FEE. During the term of any Order and for one (1) year thereafter, Client will not actively recruit any MPIT employee and/or subcontractor engaged in providing Services. If Client hires or engages any such MPIT personnel as an employee or contractor in violation of this restriction, Client will pay MPIT a placement fee equal to 50% of the then-current annual salary of the individual within thirty (30) days following the date of hire.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

7.1 PROFESSIONAL SERVICES. MPIT represents and warrants to Client only that the Professional Services will be provided in a professional and workmanlike manner. Any claim under this warranty must be made within one (1) year following the initial delivery of the Services or Deliverable, as applicable, and Client must not be in breach of this Agreement.

7.2 ACKNOWLEDGMENTS. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MPIT DOES NOT WARRANT THAT THE SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY SERVICE ORDER WILL: A) BE UNINTERRUPTED OR ERROR-FREE OR THAT MPIT WILL CORRECT ALL DEFECTS OR PREVENT THIRD-PARTY DISRUPTIONS OR UNAUTHORIZED THIRD-PARTY ACCESS; (B) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (C) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS INCLUDING LOSS OF DATA; (D) RETURN CONTROL OF CLIENT OR THIRD PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (E) MEET OR HELP CLIENT MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS INCLUDING THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD NOT OTHERWISE SET FORTH IN A SERVICE ORDER. THE

WARRANTIES SET FORTH HEREIN AND THOSE SPECIFIED FOR INDIVIDUAL MPIT PRODUCTS AND SERVICES IN EACH APPLICABLE ORDER ARE THE EXCLUSIVE WARRANTIES FROM MPIT AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MPIT'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, OR DAMAGE NOT CAUSED BY MPIT OR ITS SUBCONTRACTORS, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY MPIT, OR AS OTHERWISE STATED IN MPIT'S PUBLISHED POLICY. In addition, notwithstanding anything to the contrary in this Agreement, Client understands and agrees that the Services are subject to the following:

(a) **Limitation on Services**. The outcome of the Services and the opinions, advice, recommendations and/or certification of or by MPIT in a Deliverable or otherwise does not constitute a representation, warranty or guarantee that Client's systems are secure from every form of attack, even if fully implemented, or that Client will receive the designated certification or accreditation from any certifying organization.

(b) **Security Testing Services**. In the performance of security testing or forensic Services, Client understands and agrees that MPIT will use various tools (commercial, open source and proprietary), techniques and monitoring methods, some of which may be considered malware ("Tools"). MPIT is not responsible for adverse consequences resulting from use of these Tools or as result of inaccurate Client Data, including inaccurate IP addresses. Client agrees to take all appropriate measures to isolate and back up the necessary systems and data accordingly.

(c) **Messaging Channels**. Client acknowledges that channel-based messaging platforms (including, without limitation, Slack and Microsoft Teams) ("Messaging Channels") are not a secure method of communication and should not be used for the exchange of Confidential Information (as defined in Section 9.1). If Client and MPIT agree to communicate via a Messaging Channel, Client understands and agrees that MPIT is not liable for any loss or damages arising out of or relating to use by Client or MPIT of the Messaging Channel in connection with the Services.

8. INTELLECTUAL PROPERTY

8.1 **INTELLECTUAL PROPERTY RIGHTS**. "Intellectual Property Rights" means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information, and technology.

8.2 **CLIENT DATA**. Except for the limited use rights granted to MPIT in Section 6.2, as between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the Client Data are the exclusive property of Client.

8.3 **MPIT INTELLECTUAL PROPERTY**. All right, title and interest, including all Intellectual Property Rights, in and to all know-how, processes, technology, methodologies, data and other materials used by MPIT in the delivery or performance of the Services or created, developed, conceived, owned or licensed by MPIT, including all improvements, enhancements and modifications thereto, (collectively, the "MPIT Intellectual Property") are the exclusive property of MPIT. However, MPIT Intellectual Property does not include any development that incorporates any Client Data or Confidential Information of Client. Further, to the extent that any MPIT Intellectual Property is included in a Deliverable, MPIT grants to Client a limited, non-exclusive, non-transferable (except as provided in Section 15.4 of this Agreement), non-sublicensable license to use the MPIT Intellectual Property as a part of the Deliverable subject to the terms and conditions this Agreement. MPIT reserves all rights not expressly granted to Client in this Agreement.

8.4 **DELIVERABLES**. Except as provided in Section 8.3, Client will own the Deliverables, and subject to the terms and conditions of this Agreement, MPIT assigns to Client all right, title and interest in and to each Deliverable, excluding any MPIT Intellectual Property included therein, and provided that MPIT may retain archival copies of the Deliverables and related documentation. Client understands and agrees that unless otherwise permitted in an Order, all Deliverables are provided to Client for the internal use of Client and its external auditors and certifying organizations, if applicable. Notwithstanding Client's ownership rights in the Deliverables, if such use involves disclosure of the Deliverable to a third party, Client agrees that: (a) disclosure will be in furtherance of a legitimate business need of Client; (b) the Deliverable will not be altered in any way; and (c) disclosure will be non-public and subject to confidentiality terms at least as restrictive as

those set forth in this Agreement. To the extent that Client alters a Deliverable, MPIT is not responsible for any claims relating to that Deliverable. Client will defend MPIT from and against any claim, demand or suit (each, a "Claim") brought by a third party arising out of or relating to MPIT's use of Client Data in the performance of the Services or use of the Services and/or Deliverables by Client, including, without limitation, any liability that results from reliance on any Deliverable by any third party to whom Client discloses the Deliverable. Subject to the procedures in Section 11, Client (the "Indemnitor") will indemnify and hold MPIT (the "Indemnitee") harmless against losses, damages and costs (including reasonable attorneys' fees) ("Losses") relating to such Claims.

8.5 **PROPRIETARY RIGHTS NOTICES**. Client will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by MPIT on or in the Deliverables and will ensure that all notices are reproduced on all copies. Client will not use the trademarks, trade name or other source identifiers of MPIT without the express written consent of MPIT.

8.6 **FEEDBACK**. Client grants to MPIT a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests or other feedback relating to the Services.

9. **CONFIDENTIALITY**

9.1 **CONFIDENTIAL INFORMATION**. Confidential Information means all non-public information of a disclosing party ("Discloser"), whether oral, written or in electronic form, that is marked or designated as confidential at the time of disclosure or that the other party ("Recipient") knew, or should have reasonably known under the circumstances, is considered confidential. Confidential Information does not include any information to the extent that it (a) is or becomes publicly available without breach of this Agreement; (b) was known by Recipient prior to its receipt from Discloser; (c) is disclosed to Recipient from any third party, except where Recipient knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act; or (d) is independently developed by Recipient without use of any Confidential Information.

9.2 **CONFIDENTIALITY.** Recipient agrees that it will maintain in confidence all Confidential Information of the Discloser and will not disclose this Confidential Information to any third party or use this Confidential Information for any purpose except as contemplated by this Agreement.

Recipient will protect the Confidential Information with at least the same degree of care that Recipient uses to protect its own confidential or proprietary information, but in no case less than reasonable care. Recipient will restrict access to the Confidential Information to those directors, officers, employees, agents, contractors and advisors ("Representatives") who have a need for access, are informed of the confidential nature of the information and who are bound by confidentiality obligations no less restrictive than those provided in this Agreement. Confidential Information will be subject to the terms of this Agreement until such time as it is no longer Confidential Information or three (3) years following disclosure, whichever occurs first.

9.3 **DISCLOSURES REQUIRED BY LAW**. Recipient may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it or as otherwise required by law. However, prior to disclosure, Recipient will, to the extent permitted by law, promptly notify Discloser of the request so that Discloser may seek a protective order.

9.4 **RETURN OF INFORMATION**. Upon Discloser's written request, Recipient will return or destroy all Confidential Information. However, Recipient is permitted to retain copies of the Confidential Information for archival, audit, disaster recovery, legal and/or regulatory purposes, and Recipient will not be required to purge Confidential Information from the electronic back-up files of its computer systems, on condition that any Confidential Information so retained will remain subject to the obligations and restrictions set forth in this Agreement.

10. **DATA SECURITY AND PRIVACY**. MPIT has implemented and will maintain reasonable and appropriate technical, administrative and physical security measures designed to protect against unauthorized access to or use of Client Data. Upon Client's written request, MPIT will provide Client with access to MPIT's security documentation portal that includes a copy of its current Risk Assurance Program, SOC 2 Type II audit report or other security and audit documents, as available. If applicable,

11. **INDEMNIFICATION AND PROCEDURES.** Each party (the "Indemnitor") will defend the other party (the "Indemnitee") from and against any Claim brought by a third party arising from or relating to any injuries to persons or tangible property caused by the gross negligence or willful misconduct of its own employees in connection with the performance or receipt of Services. Indemnitor will

indemnify and hold Indemnitee harmless against Losses relating to such Claims. Indemnitee must give Indemnitor prompt written notice of, and reasonable assistance in defending, any Claim subject to indemnification; provided, however, that failure to do so will not relieve Indemnitor from its obligations except to the extent Indemnitor is materially prejudiced by such failure. Indemnitor will have sole control of the defense and settlement of the Claim. However, Indemnitor will not have the right to settle, consent to entry of any judgment in or otherwise terminate any Claim without the prior written consent of Indemnitee, which consent will not to be unreasonably withheld or delayed, unless the proposed resolution includes a release of Indemnitee and does not include any obligations for Indemnitee to pay money or to take or refrain from taking any action.

12. LIMITATION OF LIABILITY.

12.1 EXCLUSION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL MPIT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUBCONTRACTORS, SUBSIDIARIES, PARENTS, SUCCESSORS, ASSIGNS, AND THEIR RESPECTIVE REPRESENTATIVES OR SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR LOSS OF REVENUE OR PROFITS; LOSS OF DATA; LOSS OF USE OR DAMAGE TO DATA; SYSTEMS OUTAGES OR DOWNTIME; BUSINESS INTERRUPTIONS; COST TO PROCURE SUBSTITUTE SERVICES; OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

12.2 CAP ON LIABILITY. THE TOTAL LIABILITY OF MPIT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUBCONTRACTORS, SUBSIDIARIES, PARENTS, SUCCESSORS, ASSIGNS, AND THEIR RESPECTIVE REPRESENTATIVES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE LESSOR OF THE (I) FEES PAID UNDER THE ORDER GIVING RISE TO THE CLAIM; OR (II) FEES PAID BY CLIENT TO MPIT (EXCLUDING EXPENSES) FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.

12.3 LIMITATIONS. The limitations in this Section 12 apply to all causes of action in the aggregate, including without limitation, breach of contract, negligence, strict liability, misrepresentation and other torts and statutory claims and to the extent not prohibited by law. However, the exclusions and limitations on liabilities contained in Sections 12.1 and 12.2 will not apply to the obligations set forth in Section 11.

13. INSURANCE. MPIT will maintain insurance with financially sound and reputable insurance companies in such amounts and covering such risks as is usually carried by companies engaged in its business and as required by any certifying organization including: (a) worker's compensation insurance; (b) employer's liability insurance; (c) comprehensive automobile liability insurance; (d) comprehensive general liability insurance; (e) professional liability insurance; and (f) cyber liability insurance. Upon request, MPIT will provide a certificate of insurance.

14. TERM AND TERMINATION.

14.1 TERM. The term of this Agreement starts on the Effective Date of the applicable Order and will remain in effect until terminated as set forth below (the "Term"). Each Order will set forth the applicable term during which the Services will be provided to Client. With respect to Subscription Services, unless otherwise provided in this Agreement or an Order, upon expiration of the initial term or any renewal term, the Services will automatically renew at the then-current rates for such Services for an additional one (1) year period unless either party gives at least ninety (90) days' prior written notice to the other party of its intent to terminate the Service.

14.2 TERMINATION. MPIT may terminate this Agreement or any Order upon ten (10) days written notice to Client. Either party may terminate this Agreement or any Order immediately upon written notice if the other party (a) materially breaches this Agreement or an Order and fails to cure the breach within thirty (30) days after receiving written notice to do so; or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

14.3 EFFECTS OF TERMINATION. Termination will not relieve Client of any liability accrued prior to the date of termination. In addition, if an Order is terminated by MPIT for Client's breach, Client will remain responsible for any fees set forth in the Order, regardless of whether such amounts have been invoiced or are payable at the time of such termination. Expenses and activation fees are not

refundable. In the event of termination, Client shall immediately reimburse MPIT the cost of any software licenses incurred for the benefit of the Client. Termination of an Order will not affect the parties' rights and obligations under any other Order, and all other Orders will remain in full force and effect unless and until terminated in accordance with their terms. Client shall reimburse MPIT for any costs, and attorneys' fees in connection with the reimbursement of any amounts owed by Client in the event of termination.

14.4 **SURVIVAL**. The following Sections will survive the termination of this Agreement: Articles 3, 4, 6.4, 7, 8, 9, 10, 11, 12, 14.3, 14.4 and 15, and any other provisions of this Agreement or an Order that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

15. **GENERAL TERMS**.

15.1 **ENTIRE AGREEMENT AND AMENDMENTS**. This Agreement and the terms set forth in each Order constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, whether oral or written, relating to that subject matter. If there is a conflict between the terms of this Agreement and an Order, the terms of this Agreement will apply except where the terms of the Order specifically state otherwise. In the event of a conflict between the terms of this Agreement and any Client terms and conditions, the terms of this Agreement shall control. For non-autorenewal Orders, this Agreement or any Order may be amended or supplemented in writing that is signed by both parties. For auto-renewed Orders, the parties agree that the then-current version of this Agreement shall be binding on the parties.

15.2 **WAIVER AND SEVERABILITY**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not operate as a waiver of any subsequent event or breach by the other party. If any provision of this Agreement is deemed invalid, illegal or unenforceable, that provision will be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision. The remainder of this Agreement will remain valid and enforceable in accordance with its terms.

15.3 **FORCE MAJEURE**. Neither party will be liable for any failure to perform due to circumstances beyond its reasonable control, including without limitation, acts of God; acts of government; natural disasters; fire; civil unrest; acts of terror; pandemic; labor problems (other than those involving such party's employees); Internet or telecommunications service provider failures; or cyberattacks. A force majeure event will not include a party's financial inability to perform its obligations. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay caused by a force majeure event.

15.4 **ASSIGNMENT**. Neither party may transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of the other party. However, either party may transfer or assign this Agreement in its entirety without the consent of the other party to an Affiliate or in connection with a merger, acquisition, and corporate reorganization, sale of all or substantially all of its assets or a similar transaction. Any attempted assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, MPIT may assign this Agreement to any affiliate or subsidiary of MPIT without the consent of Client upon prior written notice. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

15.5 **INDEPENDENT CONTRACTOR**. In providing the Services, MPIT is acting as an independent contractor. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

15.6 **PUBLICITY.** MPIT may identify Client as a customer of MPIT on MPIT's website as well as within any written and/or electronic marketing material relating to MPIT's products and/or services.

15.7 **NO THIRD-PARTY BENEFICIARIES**. Except for Novawatch, Inc., there are no third-party beneficiaries to this Agreement.

15.8 **COMPLIANCE WITH LAWS**. Each party will comply with all applicable laws in the performance of its obligations

under this Agreement, including, without limitation, privacy and anti-bribery laws.

15.9 **INTERNATIONAL TRADE COMPLIANCE**. Client will comply with, and will not export from the United States, or allow the export of, a Service or Deliverable in violation of, all laws or regulations of the United States Department of Commerce, the United States Department of Treasury, Office of Foreign Assets Control, or any other United States or foreign agency or authority, including, without limitation, U.S. Export Administration Regulations, the International Traffic of Arms Regulations and country specific economic sanctions programs.

15.10 **GOVERNING LAW**. All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the State of Arizona, without regard to its conflicts of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.11 **DISPUTE RESOLUTION**. EACH PARTY EXPRESSLY WAIVES THEIR RIGHT TO A TRIAL BY JURY. Except for collection matters brought by MPIT, any disputes under this Agreement or any Order shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the Commercial Rules and Procedures established by AAA. The parties agree that the arbitration shall be held in Phoenix, Arizona, and that the arbitrator shall apply Arizona law consistent with the Federal Arbitration Act. No action

relating to this Agreement may be brought by a party more than one (1) year after the first to occur of (a) completion of the Services; and (b) the date the event giving rise to the action occurred, except for actions brought by MPIT with respect to non-payment or non-reimbursement.

15.12 **REMEDIES**. Except as otherwise specifically stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a party at law or in equity. Each party agrees that a breach or threatened breach by the other party of its obligations under Sections 8 or 9 of this Agreement would cause irreparable harm to the other party, and the other party will be entitled to seek equitable relief (without any requirement to post bond) in addition to any other remedy to which it is entitled at law or in equity.

15.13 **NOTICES**. All notices will be given in writing, refer to this Agreement and be personally delivered or sent by overnight courier, electronic mail (with confirmation of transmission) or registered or certified mail (return receipt requested) to the address set forth in the applicable Order. Notices are effective when received or delivery is refused.

15.14 **COUNTERPARTS AND ELECTRONIC SIGNATURE**. This Agreement and any Order may be executed in one or more counterparts, each of which will be deemed an original and together will be considered one and the same Agreement. This Agreement or any Order may be signed by facsimile, digital or other electronic signature and such signatures will have the same force and effect of a manually signed original and will be binding on the parties.