

iVenture Master Terms and Conditions

1. SCOPE; SERVICES

- a. Scope and Services. These iVenture Master Terms and Conditions (defined in the Order as the “Master Agreement”) govern all services, work, and deliverables that iVenture performs for or provides to Client, as well as any licenses or products that iVenture sells or re-sells to Client (collectively, the “Services”). All Services shall be set forth in an Order. All Orders are subject to the terms and conditions of this Master Agreement, and this Master Agreement is incorporated into each Order by this reference. Subject to the terms and conditions of this Agreement, and Client’s payment of all Fees, iVenture will perform the Services set forth in each Order. Capitalized terms that are not otherwise defined in this Master Agreement shall have the meanings ascribed to them in an Order.
- b. Conflict and Precedence. If there is a material difference or conflicts between the terms and conditions in an Order and this Master Agreement, then the language of the Order will control, except in situations involving warranties, limitations of liability, exclusive remedies, or indemnification. In the event of any material differences or conflicts between the terms and conditions of this Agreement and the Service Catalog, the terms and conditions of this Agreement shall control and supersede.
- c. Changes to Services. iVenture may, from time-to-time, update, revise, change, modify, replace, supplement, increase, decrease, add, or remove, in whole or in part, Services or their composition (including the Recurring Services), the Environment, support services and coverages, and number of Managed Users, to reflect enhancements and improvements, and changes in, among other things, iVenture’s service offerings, new, changed, or discontinued iVenture service offerings, laws, regulations, rules, technology, industry practices and standards, security, privacy, patterns of system use, and availability of Third-Party Services, Third-Party Agreements, third-party hardware, software, applications, network, and other resources (“Changes”). iVenture shall have the right at any time during the Services Term to make Changes that do not materially reduce the level of performance, features, functionality, security or availability of the Services (“Minor Changes”). Except for Minor Changes, all Changes will be made: (i) by the execution of a new, amended, or supplemental Order by Client and iVenture for such Changes; (ii) by iVenture providing a Change Notice in accordance with section 1.d below; (iii) as Cost Increases, and increases as a result of Usage Audits as set forth in an Order; (iv) as Environment Changes as set forth in section 2.a below; (v) as Discovery Changes as set forth in section 2.b below; (v) as a result of External Factors as set forth in section 2.k below; or (vii) as EULA Changes as set forth in section 11.a below. Each of the foregoing (i) through (vii) in this section 1.c shall be included within the definition of “Changes.”
- d. Changes by Notice to Client. iVenture shall have the right at any time during the Services Term to make Changes by providing Client with at least thirty (30) days prior notice of the Changes, which notice may be provided electronically, such as via electronic mail to one of Client’s Authorized Contacts, which notice will include a description of the Changes, any adjustments or increases to the Fees, and when Changes and adjustments or increases to the Fees will take effect and will be charged to Client (each a “Change Notice”). Unless Client provides iVenture with notice of its rejection of the Changes within thirty (30) days of its receipt of the Change Notice, iVenture will make the Changes to the Services and Client will be billed for and pay the Fees relating to such Changes, whether one-time or as part of the Recurring Fees. Client’s payment of the Fees relating to such Changes and/or Client’s failure to provide a notice of rejection shall constitute Client’s acceptance of the Changes, and the applicable Order(s) shall be deemed amended and adjusted to reflect the Changes as if a new Order has been executed.

2. GENERAL REQUIREMENTS.

- a. Environment. The term “Environment” means, collectively: (i) any computer network (cloud-based or otherwise), computer system, hardware, network equipment, peripheral or device (virtual or physical) installed, maintained, monitored, or operated by iVenture pursuant to an Order, including each server operating system instance (each a “Managed Windows Server Environment”), each desktop operating system (each a “Managed PC”), and each location with networking equipment (each a “Managed Network”); (ii) all items identified or defined in an Order as included within or part of the Environment; and (iii) all Managed Users, Managed Hardware, and Supported Software. The term “Managed Users” means each individual that has access to any part of the Environment, including employees, agents, independent contractors, subcontractors, and other representatives of Client. Unless otherwise stated in an Order, iVenture’s Fees are based upon the configuration of the Environment as of the Effective Date of the applicable Order. If the configuration of the Environment changes for any reason, then iVenture may adjust the scope of Services and/or the Fees charged to Client under the applicable Order to accommodate those changes (each an “Environment Change”), and such Order shall be deemed amended to reflect those adjustments. Client may order new or additional Services as Changes pursuant to a new Order as set forth in section 1.c.(i) above. To avoid a delay or negative impact on iVenture’s provision of the

Services, during the Services Term of each Order, Client agrees to refrain from modifying or moving the Environment or installing software in the Environment (a “Client Change”) unless: (A) iVenture expressly authorizes the Client Change; (B) the Client Change will have no impact or a minimal impact on the Environment and will not alter the Environment or affect the Services; or (C) unless exigent circumstances require otherwise, in which case Client will coordinate with iVenture as quickly as reasonably possible. Activities required to remediate issues caused by a Client Change are generally out-of-scope of an Order, not included as part of the Services, and will be billed to Client at iVenture’s then-prevailing hourly rates as Consulting Services pursuant to an Order.

- b. Discovery. In connection with conducting its discovery, deployment, onboarding or other Services, iVenture may require changes to the scope of the Services set forth in an Order for additional hardware, equipment, software, users, work, services, issues, or other matters that may be discovered or arise in connection therewith (“Discovery Changes”). If the scope of the Services in the Order requires Discovery Changes, iVenture will notify Client via email or in writing that references this Agreement, the changes to the Order, and to the Fees. If Client does not agree to iVenture’s proposed Discovery Changes within twenty (20) days of Client’s receipt of such notice, then iVenture may either: (i) proceed with the Services as expressly described in the Order; or (ii) terminate the Order or this Agreement with no further obligations to Client, and Client will be responsible for payment of any Services provided up to the date of such termination.
- c. Consents and Requirements. Client shall, at its expense, obtain, maintain, and comply with all licenses, consents, permissions, permits, approvals and authorizations (“Consents”) that are necessary for iVenture to provide the Services and perform its obligations under this Agreement, including those Consents that are necessary to permit iVenture to access and use the Environment, including all Managed Hardware, Supported Software, and all other hardware, software and other content and materials in the Environment, and Client will provide iVenture with proof of such Consents upon iVenture’s request. Client represents and warrants that Client has obtained all Consents necessary or required, and iVenture is authorized, to fully and completely access the Environment and all of its components, equipment, software, networks, and hardware, and all devices, computer processing units, including all portable, laptop, and mobile devices (such as notebook computers, smart phones, tablets, and tablet computers) and their contents that are connected to the Environment, regardless of whether such device(s) are owned, leased, or otherwise controlled by Client. If iVenture requires Client to implement certain minimum hardware or software requirements in an Order (“Minimum Requirements”), Client agrees to do so as an ongoing requirement of iVenture providing the Services to Client.
- d. Updates. Patches and updates to hardware, software, and items and components within the Environment (“Updates”) are created and distributed by third parties, such as, for example, equipment and software manufacturers and providers, and may be supplied to iVenture from time to time for installation into the Environment. If required under an Order, iVenture will implement and follow the manufacturers’ or providers’ recommendations for the installation of Updates; however, iVenture: (i) does not warrant or guarantee that any Update will perform properly; (ii) will not be responsible for any downtime, consequences, or losses arising from or related to the installation, use, or inability to use any Update; and (iii) reserves the right, but not the obligations, to refrain from installing an Update until iVenture has determined, in iVenture’s 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, and Environment.
- e. Third-Party Support. If, in iVenture’s discretion, a hardware or software issue requires vendor or original equipment manufacturer (OEM) support, iVenture may contact the vendor or OEM (as applicable) on Client’s behalf and pass through to Client, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$250, iVenture will obtain Client’s permission before incurring such expenses on Client’s behalf unless exigent circumstances require otherwise.
- f. iVenture Equipment and Insurance. Unless otherwise stated in an Order, all iVenture-owned equipment and software (collectively, “iVenture Equipment”) is licensed to Client, and is neither owned by Client nor leased to Client. All configurations of the iVenture Equipment are iVenture’s Confidential Information and will not be circumvented, modified, or removed by Client without iVenture’s prior written consent. Except as otherwise set forth in an Order, upon the termination, cancellation, or expiration of an applicable Order for any reason, Client’s license to use the iVenture Equipment associated with the applicable Order shall immediately and automatically terminate, and all iVenture Equipment associated with the applicable Order must be returned to iVenture immediately at Client’s expense. If an Order provides for Client’s purchase of iVenture Equipment, Client will purchase such iVenture Equipment in accordance with the terms set forth in the applicable Order(s) (each a “Client Equipment Purchase”). If Client is supplied with iVenture Equipment, Client agrees to acquire and maintain, at Client’s sole cost, insurance for the full replacement value of that iVenture Equipment. Client will list iVenture as an additional insured on any policy acquired and maintained by Client under this Agreement, and the policy will not be canceled or modified during the term of the applicable Order without prior

notification to iVenture. Upon iVenture's request, Client agrees to provide proof of insurance to iVenture, including proof of payment of any applicable premiums or other amounts due under the insurance policy. iVenture shall have the right to remove or delay its delivery and provision of iVenture Equipment unless and until the requirements in this section 2.f are satisfied.

- g. Advice; Instructions. From time to time, iVenture may provide Client with specific advice and directions related to iVenture's provision of the Services, installation of Updates, or the maintenance or administration of the Environment. For illustrative purposes only, such advice or directions may include installing and implementing Updates, installing cooling mechanisms or environmental controls in a server room, increasing the Environment's server or hard drive speed, performance, or capacity, and replacing or upgrading obsolete equipment and software. Client agrees to promptly follow and implement any directions iVenture provides to Client related to the Services and Updates, and Client's failure to do so will be a material breach of this Agreement. iVenture will not be responsible or liable for any Environment downtime, losses, or damages that result from Client's failure to promptly follow iVenture's advice or directions. If Client's failure to follow or implement iVenture's advice renders part or all of the Services economically or technically unreasonable in iVenture's discretion, then iVenture may terminate the applicable Order as a Termination For Breach by iVenture by providing notice of termination to Client without a cure period. Any services required to correct or remediate issues caused by Client's failure to follow iVenture's advice or directions, as well as any services required to bring the Environment up to the Minimum Requirements, will be billed to Client at iVenture's then-prevailing hourly rates.
- h. Prioritization. Unless otherwise stated in an Order, all Services will be performed on a schedule, and in a prioritized manner, as determined by iVenture.
- i. Authorized Contact(s). iVenture will be entitled to rely on any directions or consent provided by Client's personnel or staff in iVenture's provision of its Services to Client ("Authorized Contacts"). Client understands and agrees that unless Client specifically excludes a person from being an Authorized Contact in writing to iVenture, then iVenture shall treat all persons as Authorized Contacts and rely on their direction, approvals, and consents.
- j. Consulting Services. Client may request and iVenture may provide consulting services ("Consulting Services") in connection with the Services, which may include, for example, onboarding and off-boarding, and other services and projects not included as part of the Services. All Consulting Services shall be set forth in an Order signed by iVenture and Client, setting forth the Consulting Services to be rendered, performance schedules, pricing and any other applicable terms and conditions. All Consulting Services shall be subject to the terms and conditions of this Agreement. Each Order for Consulting Services will have its own separate term. The termination of one Order for Consulting Services shall not, by itself, cause the termination of or otherwise affect this Master Agreement or the status or progress of any other Order.
- k. External Factors that Affect the Services. iVenture's performance of the Services and the successful maintenance, support and operation of Client's Environment is dependent upon a number of factors that include cooperation from Client and Client's staff, following iVenture's instructions, recommendations and requirements, and Client and Managed Users not taking any actions that interfere with iVenture's performance of the Services ("External Factors"). In the event any External Factors are or are likely to affect or hinder iVenture's ability to perform the Services, iVenture may amend the applicable Order to modify or reduce the Services and to remove from coverage the hardware, software, equipment, Managed Users or other items that are causing or affected by the External Factors. However, before amending an Order, iVenture will provide Client with notice and ten (10) days to cure or resolve the External Factors. Amendments to Orders, when made under this section 2.k, will not constitute a breach of this Agreement or the amended Order, shall not serve as a basis for a Termination For Breach by Client, and will not result in a change or reduction in the Fees that Client is responsible for under this Agreement and the amended Orders. In some cases, iVenture's ability to resolve issues arising from External Factors may be so severe that iVenture may terminate some or all of the Orders, or this Agreement in its entirety, if they cannot be cured or resolved after communicating with Client about the External Factors. The following are examples of External Factors: (i) any equipment, hardware, software, on-line services or other resources owned, provided, controlled or managed by Client, or any action undertaken by Client, that creates a security risk or causes or may cause the Environment, in whole or in part, to malfunction or fail to operate within reasonable and acceptable standards or levels of performance, or adversely affect the stability and operation of the Environment, or fail to operate and interoperate with other Environment components; (ii) Client fails to maintain or permit iVenture to maintain on Client's behalf compatibility and current versions and releases of any software, firmware, equipment, cloud services, and hardware, or to install all Updates, or any other updates, patches and releases, to purchase new or additional software, hardware, equipment and resources, or to replace, upgrade and update dated or incompatible operating systems, cloud services, platforms, hardware, software, equipment and resources, or to maintain sufficient network bandwidth, connectivity, cloud services, security, storage, memory, servers and processing speeds and other resources that affect performance, functionality,

reliability, security, operation, or iVenture's ability to maintain the Environment or provide the Services; and (iii) Client or any of Client's Managed Users, staff, personnel, contractors, or representatives engage in any unacceptable, abusive, or unprofessional act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to Client.

3. FEES; PAYMENT.

- a. Fees. Client agrees to pay all fees, costs, and expenses described in each Order and the Third-Party Costs set forth below in section 11.c (collectively, the "Fees"). Client shall be solely responsible for and reimburse iVenture for any taxes, including sales, use, property, excise, value added and gross receipts levied on the Services, this Agreement, and each Order, except taxes based on iVenture's net income. If Client qualifies for a tax exemption, Client must provide iVenture with a valid certificate of exemption or other appropriate proof of exemption. Unless otherwise stated, the Fees set forth in each Order do not include taxes. Client is also responsible for all freight, insurance, and taxes (including import and export duties, sales, use, value add, and excise taxes).
- b. Payment. Unless otherwise stated in an Order, all Fees will be invoiced to Client and due and payable within fifteen (15) days of the invoice date. Upon Client's receipt of an invoice from iVenture or a charge or deduction made by iVenture, whether for Recurring Services or Services other than Recurring Services, Client will have fifteen (15) days commencing on the invoice date to deliver to iVenture Legal Notice of its good faith dispute of the invoice or the Services, Fees, or charges stated in the invoice (the "Client Lookback Period"). If iVenture does not timely receive Client's notice of the payment dispute prior to the expiration of the Client Lookback Period, then all disputes and objections to such invoices, charges, and deductions shall be deemed waived permanently by Client. In no event shall iVenture be required to issue Client a credit or refund for any Fees, charges, costs, or other amounts that were paid to iVenture and not timely disputed by Client in good faith within the Client Lookback Period.
- c. Nonpayment and Suspension. Any past due amounts under each Order shall bear interest of one and one-half percent (1.5%) per month from the due date or the highest rate permissible by law if less. iVenture shall have the right, but not the obligation, to suspend the Services and its performance thereof, in whole or in part, immediately and without prior notice to Client in the event that any portion of the Fees are not timely received by iVenture or if Client is in default of any of its obligations under this Agreement. A re-connect fee may be charged to Client if iVenture suspends the Services due to Client's nonpayment. Time is of the essence in the performance of all payment obligations by Client.
- d. Fee Increases. In the event of a Fee Increase that exceeds the Increase Limit set forth in an Order over the prior twelve (12) months' Fees, or more than once per twelve (12) months that in combination result in an increase of its Fees for the Services by more than the Increase Limit over the prior twelve (12) months' Fees, then iVenture will provide Client with no less than sixty (60) days prior written notice of the Fee Increase and Client will have a thirty (30) day window commencing immediately upon Client's receipt of the notice of the Fee Increase (the "Notice Period") to terminate the Order subject to the Fee Increase. If Client timely terminates the Order as a result of such Fee Increase within the Notice Period, Client shall have no further obligation except to pay for Services delivered up to the date of termination, and the Early Termination Fee set forth in this Agreement shall not apply. If iVenture does not receive Client's written notice of termination prior to the expiration of the Notice Period, then Client shall be deemed to have accepted the Fee Increase and the Order shall remain in effect and continue unabated. Notwithstanding the foregoing, Client understands and agrees that a portion of the Services may rely upon third-party products or services that iVenture leases, purchases, or licenses, and if the cost of those third-party products or services increases ("Cost Increases"), then iVenture shall be permitted to pass those Cost Increases through to Client. Pass-through costs and Cost Increases, as well as increases for Changes and Third-Party Costs, and increases to accommodate Client's increased use of the Services (such as pursuant to a Usage Audit described below) shall not be considered to be or constitute Fee Increases and are not subject to the Increase Limit described in this section 3.d. The term "CPI Index" means the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (CPI-U): U.S. city Average, All Items Index (1982-1984=100), as amended or replaced by the agency (the "CPI-U") last published prior to the effect date of a Fee Increase over the CPI-U in effect for the corresponding month in the prior year.
- e. Usage Audits. At any time, iVenture may audit Client's usage of the Services to determine whether Client's Environment and use of the Services remains in compliance with the fees and rates set forth in this Agreement, which may be determined and based upon the Environment, including the number Managed Users, Managed Hardware, Supported Software, Managed Windows Server Environment, Managed PC, and Managed Network (each a "Usage Audit"). iVenture will adjust the Fees to accommodate any changes in use of the Services detected, but without falling below the Minimum Fee Threshold set forth in an Order. If a mid-month change is detected, then the applicable Fees will be adjusted and apply to that full month as if the change occurred at the beginning of the month in which the change was detected.

4. ACCESS. Client hereby grants to iVenture the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, both physically, electronically, and remotely, for the purpose of enabling iVenture to provide the Services. It is Client's responsibility to secure, at Client's own cost and prior to the commencement of any Services, any necessary Consents, rights of entry, licenses, permits or other permissions necessary for iVenture to provide Services to the Environment and, if applicable, at Client's designated premises. Proper and safe environmental conditions must be provided and assured by Client at all times. iVenture 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.
5. LIMITED WARRANTIES.
- a. iVenture warrants solely to Client during the Services Term (the "Services Warranty") that: (i) iVenture will use commercially reasonable efforts to perform the Services (excluding Consulting Services which are subject to the Consulting Services Warranty below) free of material defects; and (ii) iVenture will use commercially reasonable efforts to provide the Services free of any virus, Trojan horse, self-replicating or other computer instructions of any kind designed to terminate or disrupt the operation of Client's Environment. iVenture also warrants solely to Client for a period of sixty (60) days commencing on the date of iVenture's completion of Consulting Services performed under an Order (the "Consulting Services Warranty Period") that iVenture will perform the Consulting Services set forth in each Order in a professional and workmanlike manner free of material defects (the "Consulting Services Warranty"). THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS AN AGREEMENT FOR SERVICES AND NOT FOR THE SALE OF GOODS. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY IVENTURE IN THIS SECTION 5.a, TO THE FULLEST EXTENT PERMITTED BY LAW IVENTURE MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. IVENTURE DISCLAIMS ANY AND ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES AS TO NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY AND FITNESS FOR ANY PARTICULAR PURPOSE, AS WELL AS ANY AND ALL WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.
- b. If the Services provided to Client are not performed in accordance with the Services Warranty or the Consulting Services Warranty, as the case may be, Client must promptly provide iVenture with written notice within the applicable Services Term or Consulting Services Warranty Period that describes the deficiency in sufficient detail to enable iVenture to reproduce and correct the deficiency. FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S SOLE AND EXCLUSIVE REMEDY AND IVENTURE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF THE SERVICES WARRANTY, OR, IF IVENTURE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THIS AGREEMENT AND IVENTURE WILL REFUND TO CLIENT THE FEES THAT CLIENT PAID TO IVENTURE FOR THE DEFICIENT SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE CLIENT PROVIDES IVENTURE WITH WRITTEN NOTICE OF THE DEFICIENCY.
- c. FOR ANY BREACH OF THE CONSULTING SERVICES WARRANTY, CLIENT'S SOLE AND EXCLUSIVE REMEDY AND IVENTURE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT CONSULTING SERVICES THAT CAUSED THE BREACH OF THE CONSULTING SERVICES WARRANTY, OR, IF IVENTURE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE ORDER FOR THOSE DEFICIENT CONSULTING SERVICES AND IVENTURE WILL REFUND TO CLIENT THE FEES FOR THE DEFICIENT CONSULTING SERVICES THAT CLIENT PAID TO IVENTURE UNDER THE APPLICABLE ORDER.
- d. Hardware and Software Purchased Through iVenture. Unless otherwise stated in an Order, all hardware, software, equipment, and accessories purchased through iVenture and all Third-Party Costs (collectively, "Third-Party Products") are nonrefundable. To the extent transferrable, iVenture will use reasonable efforts to assign, transfer and facilitate to Client all warranties, if any, and service level commitments, if any, provided by such third parties for the Third-Party Products, but will have no liability whatsoever for the quality, functionality, performance, or operability of any Third-Party Products or any defects or failures of Third-Party Products, and iVenture shall have no liability for Third-Party Products, or as an insurer or guarantor of the performance, condition, quality, accuracy, uptime, or usefulness of any Third-Party Products. Unless otherwise expressly stated in an Order, all Third-Party Products are provided "as is," with "all faults," and without any warranties, whether express or implied, of any kind or nature whatsoever by iVenture.
- e. Warranty Application. Notwithstanding any provision to the contrary in this Agreement, the Service Warranty and Consulting Services Warranty shall be deemed null and void if the Environment or any applicable hardware, software, equipment or product is: (i) installed, altered, modified, or repaired by persons other than iVenture, including, without

limitation, the installation of any attachments, features, or devices not supplied or approved by iVenture; (ii) misused, abused, or not operated in accordance with the specifications or requirements of iVenture or the applicable manufacturer, vendor, or creator of the hardware or product; or (iii) subjected to improper site preparation or maintenance by persons other than iVenture.

6. LIMITATIONS ON LIABILITY AND DAMAGES. This section 6 limits the liabilities and damages arising under this Agreement and all Orders, and is a bargained-for and material part of this Agreement and each Order. Client acknowledges and agrees that iVenture would not enter into this Agreement or any Orders unless it could rely on the limitations described in this section 6. NOTWITHSTANDING ANY PROVISION OF THIS MASTER AGREEMENT OR ANY ORDER TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SUCH AS LOST REVENUE, LOSS OF PROFITS (EXCEPT FOR FEES DUE AND OWING TO IVENTURE), LOSS OF SAVINGS, DATA LOSS, INJURY TO GOODWILL OR REPUTATION, LOSS OF ANTICIPATED BENEFITS, DISRUPTION OR INTERRUPTION TO ITS BUSINESS, LOST CUSTOMERS, OR OTHER INDIRECT OR CONTINGENT EVENT-BASED ECONOMIC LOSS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE SERVICES, THIS MASTER AGREEMENT, ANY ORDERS, OR FOR ANY BREACHES THEREOF, OR FOR ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL, AGGREGATE, AND COMPLETE LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, REGARDLESS OF THE FORM, ARISING OUT OF OR RELATING TO THE SERVICES, THIS MASTER AGREEMENT, ANY ORDER, OR ANY BREACH THEREOF, WHETHER IN CONTRACT, TORT, INDEMNIFICATION, OR NEGLIGENCE, SHALL BE LIMITED SOLELY TO THE AMOUNT OF SUCH PARTY'S ACTUAL AND DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT (EXCLUDING FEES PAID FOR THIRD-PARTY PRODUCTS AS SET FORTH IN SECTION 5.d, AND FEES PAID FOR THIRD-PARTY SERVICES AND UNDER THIRD-PARTY AGREEMENTS AS SET FORTH IN SECTIONS 11.b AND 11.c) TO IVENTURE FOR THE SPECIFIC SERVICE GIVING RISE TO THE LIABILITY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS IN THIS SECTION 6 SHALL NOT APPLY TO: (I) AN AWARD OF REASONABLE ATTORNEYS' FEES AWARDED TO A PREVAILING PARTY AS SET FORTH BELOW IN SECTION 13; (II) THE OBLIGATIONS OF INDEMNIFICATION SET FORTH IN SECTION 7; (III) A PARTY'S OBLIGATIONS TO MAKE PAYMENT OF THE AMOUNTS SET FORTH IN SECTION 14.k BELOW; OR (IV) CLIENT'S OBLIGATIONS TO PAY FEES, THIRD-PARTY COSTS, AND OTHER PAYMENT OBLIGATIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE SET FORTH IN EACH ORDER. ALL OF THE LIMITATIONS SET FORTH IN THIS SECTION 6 AND THE SOLE AND EXCLUSIVE REMEDIES SET FORTH IN SECTION 5 ABOVE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.
7. INDEMNIFICATION. Client shall indemnify, defend and hold iVenture harmless from and against any and all actual or threatened third-party claims, losses, damages, costs, expenses, and liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to Client's breach of this Agreement, or which relate to any act or omission undertaken or caused by Client. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any software, applications, content, material, property or other work in connection with the performance of the Services, and Client's failure to obtain and maintain all Consents. iVenture 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 7. No claim for which indemnity is sought by iVenture will be settled without iVenture's prior written consent, which shall not be unreasonably delayed or withheld.
8. TERM; TERMINATION.
- a. Term. This Agreement is effective as of the Effective Date set forth in each Order and continues in effect for the duration of the Services Term set forth in each Order, unless terminated sooner as set forth in this Agreement. Each Order may be subject to one or more renewal Services Terms as set forth in each Order. If there are multiple Orders in effect, then this Agreement will expire upon expiration of the last Order. The termination or expiration of one Order shall not, by itself, cause the termination or otherwise affect any other Orders that remain in effect. During the three (3) month period prior to the termination or expiration of this Agreement or any Order, iVenture will continue to provide the Services but will not commence any new projects or work that may extend or require support beyond the termination or expiration date, or on

an expedited or accelerated basis, or that will require iVenture to exceed the average number of monthly hours iVenture spent providing the Services to Client during the previous six (6) month period.

Termination for Convenience. Client may terminate this Agreement without cause (a “Termination For Convenience”) by delivering to iVenture ninety (90) days prior written notice expressly stating Client is making a Termination for Convenience under this section 0 and stating the effective date of such Termination for Convenience (the “Termination Notice”), and delivering with the Termination Notice full payment of all of the following (collectively, the “Termination for Convenience Amounts”): (i) all outstanding Fees and amounts due or owing under this Agreement (including all Orders) up to the date of such Termination Notice; (ii) all Fees owed under all Orders for the Services from the date of the Termination Notice through the effective date of the Termination for Convenience; (iii) all Third-Party Costs; (iv) an early termination fee equal to the total and aggregate amount of all Fees paid and/or owed by Client to iVenture under all Orders for all Recurring Services (including all third-party fees, costs, and expenses included as part of such Fees) during the five (5) month period immediately preceding the date of the Termination for Convenience; and (v) if any Orders provide for a Client Equipment Purchase, Client will purchase such iVenture Equipment in accordance with the terms set forth in the applicable Order(s). Client’s Termination for Convenience shall be void and of no force or effect unless Client’s Termination Notice is accompanied by full payment of all Termination for Convenience Amounts set forth in this section 0. A Termination for Convenience terminates all Orders.

- b. Termination For Breach. In the event that one party (a “Defaulting Party”) commits a material breach of this Agreement, then the other party (a “Non-Defaulting Party”) will have the right to immediately terminate this Agreement provided that: (i) the Non-Defaulting Party has delivered written notice to the Defaulting Party expressly stating the Defaulting Party is in material breach of this Agreement, and setting forth the specific details of the breach and the steps necessary for its cure; and (ii) the Defaulting Party has not cured the material breach within thirty (30) days of its receipt of the written notice from the Non-Defaulting Party, except in the case of a non-payment by Client which must be cured by Client within ten (10) days following Client’s receipt of written notice from iVenture (each a “Termination For Breach”). A Termination For Breach shall terminate all Orders. In the event of a Termination For Breach by iVenture as a result Client’s uncured breach, then iVenture shall be entitled to receive, and Client hereby agrees to pay to iVenture all of the Termination for Convenience Amounts, which amounts shall be accelerated and immediately due and payable.
- c. Effect of Termination. Upon the termination, cancellation or expiration of this Agreement for any reason whatsoever: (i) iVenture shall have the right to cease performing the Services and terminate and deny Client access to the Services and their use immediately and without notice; (ii) Client shall immediately cease all access to and use of the Services; (iii) each party shall use and destroy or return to the other party such other party’s Confidential Information, except as otherwise expressly set forth in this Agreement; and (iii) Client shall pay iVenture all Third-Party Costs. The obligations set forth in sections 2.c, 2.f, 6, 7, 8.d, 8.e, 10, 11.c, 12, 13, 14.k, and 14.n, and any other obligations which, by their nature are intended to survive, shall survive the termination, expiration, or cancellation of this Agreement.
- d. Equipment / Software Removal. Upon termination, cancellation, or expiration of this Agreement or any applicable Orders for any reason, Client will provide iVenture with access, during normal business hours, to Client’s premises or any other locations at which iVenture Equipment is located to enable iVenture to remove all iVenture Equipment from the premises; except, however, if an Order provides for a Client Equipment Purchase, Client will purchase such iVenture Equipment in accordance with the terms set forth in the applicable Order(s). If Client fails or refuse to grant iVenture access as described herein, or if any of the iVenture Equipment is missing, broken or damaged (normal wear and tear excepted) or any of iVenture-supplied software is missing, iVenture will have the right to invoice Client for, and Client hereby agrees to pay immediately, the full replacement value of any and all missing or damaged items.
- e. Transition; Deletion of Data. In the event that Client requests iVenture’s assistance to transition away from the Services, iVenture will provide such assistance if: (i) all Fees due and owing to iVenture are and have been paid to iVenture in full; (ii) Client is not in default or material breach of this Agreement or any Order; and (iii) iVenture mutually agrees to the transition services and the rates and charges for such services as set forth in an Order signed by both parties. iVenture will provide to Client, at no cost, the passwords and administrative server information iVenture has in iVenture’s files that are unique to Client. The transition services may include facilitating the transfer to Client of Client’s data. The transition services do not include providing Client with a transfer or copy of anything other than Client’s data as described in the preceding sentence. iVenture will not provide Client or Client’s new or replacement vendor with access to or copies of any of the following: (A) iVenture’s work product; (B) internal documents, files or records; (C) any virtual servers, machines, or environments; (D) any of iVenture’s proprietary software, documentation, information, data or records; (E) any setup, implementation, maintenance, service, or configurations files or records; (F) any of iVenture’s confidential, proprietary, or trade secret information, including its Confidential Information; or (G) documentation, instructions, manuals, guides or

other materials, whether written or electronic, created as part of the Services, including but not limited to documentation, "how-to" instructions, steps, procedures, guides and manuals (collectively, "Retained Materials"). Except for a Client Equipment Purchase that is set forth in an Order, iVenture will not provide to Client or transfer to Client the iVenture Equipment or any of iVenture's owned hardware or software, including hardware or software provided or accessible to Client as part of the Services. iVenture may retain a copy of passwords and administrative server information unique to Client within the Retained Materials, which will remain subject to iVenture's obligations with respect to Client's Confidential Information under this Agreement.

9. RESPONSE; REPORTING.

- a. Response and Excused Performance. During the Services Term, iVenture will provide the Services, including the support services and coverages set forth in an Order, and respond to any notification received by iVenture of any error, outage, alarm or alert pertaining to the Environment, in the manner and within the time period(s) designated and selected by Client in an applicable Order ("Response Time"), except for, and subject to, any one or more of the following exceptions (the "Response Time Exceptions"):
- (i) During iVenture's scheduled downtime ("Scheduled Downtime") which will occur during hours determined by iVenture, but which will not occur between the hours of 7 AM and 7 PM EST (or EDT, as applicable), Monday through Friday, without Client's authorization or unless exigent circumstances exist. During Scheduled Downtime iVenture will perform, among other things, maintenance, adjustments, updates and other activities to its network, software, hardware and systems. iVenture will use reasonable efforts to provide Client with at least twenty-four (24) hours' notice prior to scheduling Scheduled Downtime;
 - (ii) During the first sixty (60) days following the Services Start Date or commencement date of an Order (e.g., the Discovery and Deployment phase), and Client acknowledges and agrees that there may be unanticipated downtime and delays due to iVenture's initial startup activities and performance of the Services;
 - (iii) Delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by External Factors, by Client's breach of this Agreement, or by the actions or omission of Client or its employees, agents, vendors, contractors or representatives, anyone gaining access to Client's Environment by or through Client or on Client's behalf, or anyone other than iVenture or its representatives;
 - (iv) Client-supplied software, hardware, or content, or changes to the Environment made or implemented by Client or at Client's direction, that are not tested and approved by iVenture;
 - (v) Failures of data backup or replication in non-redundant portions of the Environment, in whole or in part;
 - (vi) 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 service providers, Third-Party Services, Third-Party Products, third-party licensors, or "upstream" service or product vendors, or any equipment, network, software and hardware, or resource malfunctions that is not owned or operated by iVenture;
 - (vii) Periods in which iVenture is required to suspend the Services to protect the security or integrity of Client's Environment or iVenture's equipment or network, or when iVenture has a right to suspend or terminate Services under this Agreement or any Order, including for non-payment; and/or
 - (viii) In the event of a Force Majeure (as defined below) or downtime caused by reasons beyond iVenture's reasonable control, including actual or threatened security concerns, Internet or connectivity failures, bandwidth related problems, Domain Name Service (DNS) issues, failure or downtime of third-party software, hardware, networks and services, or delays.
- b. Response Time Exceptions. iVenture shall have no liability for failing to perform the Services, including the support services and coverages set forth in an Order, or meeting Response Times as a result of any one or more Response Time Exceptions.

10. CONFIDENTIALITY.

- a. Confidential Information. The term "Confidential Information" means any and all non-public information disclosed by a party to the other party in connection with this Agreement, including customer data, customer lists, internal documents, information provided by iVenture regarding iVenture Equipment or its Services, and information related to any of the foregoing. Confidential Information will not include information that: (i) is or has become part of the public domain through no act or omission of a receiving party; (ii) was in the possession of, or was rightfully known by a receiving party without an obligation to maintain its confidentiality prior to receipt from a disclosing party; (iii) was developed independently by a

receiving party, or (iv) is or was lawfully and independently provided to a receiving party from a third party which the receiving party reasonably believes had the right to disclose the information free of any obligation of confidentiality.

- b. Use. Neither party will use or disclose the other party's Confidential Information to any third party for any purpose except: (i) as expressly authorized by such party; or (ii) as needed to fulfill and perform its obligations under this Agreement and each Order. If a party is required to disclose the other party's Confidential Information to any third party as described in part (ii) of the preceding sentence, then such party will ensure that such third party is legally obligated, to keep the information confidential under terms that are at least as restrictive as those stated in this section 10. Notwithstanding the foregoing, Client acknowledges and agrees that iVenture will be disclosing Client's Confidential Information to third parties in connection with its performance of the Services, and iVenture shall have the right to disclose such information to third parties to whom Client directs iVenture or who are reasonably contemplated to receive Client's Confidential Information in connection with iVenture's performance of the Services, including in connection with Third-Party Services and Third-Party Products, and in such instances, Client, and not iVenture, will be responsible for assuring such third parties are legally bound by obligations of confidentiality.
- c. Due Care. Each party will keep the other party's Confidential Information confidential using the same degree of care as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d. Compelled Disclosure. If a party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process or legal requirement) to disclose any of the other party's Confidential Information, such party will promptly notify the other party in writing of such requirement (to the extent permitted by law) so that the other party may seek a protective order or other appropriate remedy and/or waive such party's compliance with the provisions of this section 10. Each party will use reasonable efforts, at the other party's expense, to obtain or assist the other party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, a party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that such party has been advised by written opinion of its counsel that it is legally compelled to disclose.
- e. Business Associate. If iVenture enters into a business associate agreement ("BAA") with Client for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this section 10 and without modifying, amending or superseding this Agreement. The terms that protect the confidentiality of information subject to the BAA most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

11. ADDITIONAL TERMS; THIRD-PARTY SERVICES.

- a. EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). iVenture is not a party to any EULAs. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs, and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, iVenture is required to comply with a third-party EULA and the third-party EULA is modified or amended, iVenture reserves the right to modify or amend any applicable Order with Client to ensure iVenture's continued compliance with the terms of the third-party EULA (each an "EULA Change"). However, before amending an Order, iVenture will provide Client with notice. EULA Changes, when made under this section 11, will not constitute a breach of this Agreement or the amended Order, shall not serve as a basis for a Termination For Breach by Client, and will not result in a change or reduction in the Fees that Client is responsible for under this Agreement and the amended Orders. In some cases, iVenture's ability to resolve issues arising from changes to EULAs may be so severe that iVenture may terminate some or all of the Orders, or this Agreement in its entirety, if they cannot be cured or resolved after communicating with Client about the changes to the EULAs.
- b. Third-Party Services. Portions of the Services may be acquired from, or rely upon the goods and services of, third-party manufacturers, software, application, subscription, hardware, network, equipment and service providers (collectively, "Third-Party Services"). Third-Party Services may include data and cloud hosting services and providers (*i.e.*, Microsoft Azure and Amazon Web Services (AWS)), domain registration services, data backup/recovery services, software, hardware, applications, platform, equipment, network equipment and services, software as a service (SaaS), platform services, and other resources provided as a service or on a subscription basis or pursuant to leases, licenses, or other agreements or arrangements. Not all Third-Party Services or Third-Party Costs may be expressly identified as such in an Order, and at all times iVenture reserves the right to utilize Third-Party Services and to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client under an Order.

iVenture will not be responsible or liable for, does not warrant or guaranty, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide, discontinue providing, change, or materially reduce Third-Party Services to iVenture or to Client, including any third party's disclosure of Client's Confidential Information.

- c. Third-Party Service Commitments. In connection with providing the Services, iVenture may enter into agreements with one or more third parties for their provision of Third-Party Services for Client's use or benefit ("Third-Party Agreements"). Third-Party Agreements may include terms requiring a minimum term, commitments, and payment obligations beyond the term of this Master Agreement or any Order and may not be canceled if this Agreement expires or is terminated sooner. Client agrees that Client is responsible for and shall pay iVenture for all fees, costs and expenses owed in connection with Third-Party Services, Third-Party Agreements, and iVenture's administration, coordination, facilitation, management, and provision thereof (collectively, the "Third-Party Costs"). Notwithstanding any provision of this Agreement to the contrary, upon the termination, cancellation, or expiration of this Agreement for any reason whatsoever (including a Termination For Breach by Client or a Termination for Convenience), Client shall be responsible for and will pay iVenture all Third-Party Costs for the remainder of the full-term of all Third-Party Agreements, even if the Third-Party Services subject to those Third-Party Agreements are not or will not be performed for or provided to Client following any termination, cancellation or expiration of this Agreement for any reason. When reasonably possible and permitted by the providers of the Third-Party Services, iVenture will cooperate with Client to assign or transfer the Third-Party Agreements to Client.
 - d. Data Loss. Under no circumstances will iVenture be responsible for: (i) any data lost, corrupted or rendered unreadable due to communication and/or transmissions errors or related failures that are outside of iVenture's control; (ii) silent hardware corruption-related issues that were undetected under normal operating conditions; or (iii) iVenture's failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable Order as requiring backup or recovery services. Unless expressly stated in an Order, iVenture does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
12. **OWNERSHIP**. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, trade secrets, copyrights, software, Confidential Information, and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any Order shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.
13. **ARBITRATION**. Any dispute, claim or controversy arising out of or relating to the Services, this Agreement, any Order, or the negotiation, performance, execution, or breach of any of the foregoing, including the determination of the scope or applicability of this agreement to arbitrate (each a "Dispute"), shall be settled and determined exclusively by arbitration before a single arbitrator and administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be selected in accordance with the Rules, provided that the arbitrator shall have no less than ten (10) years' experience in contract, intellectual property and information technology transactions. The arbitration and all proceedings shall take place in Jacksonville, Duval County, Florida. The decision of the arbitrator shall be final and binding and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. All proceedings, the decision, and submissions made in connection with the arbitration shall be confidential. The cost of the arbitration shall initially be split evenly between the parties, and such costs will be awarded by the arbitrator in accordance with the Rules; however, each party shall be responsible for its own attorneys' fees and related costs and expenses in connection with the arbitration. Notwithstanding the foregoing, iVenture shall have the right, but not the obligation, to institute legal action against Client for collection of Fees and amounts owed under this Agreement in a court of competent jurisdiction (a "Collection Action") and is not required to arbitrate or bring Collection Actions in arbitration unless the amounts subject to collection were timely disputed by Client in good faith during the Client Lookback Period as expressly set forth in section 3.b above.
14. **MISCELLANEOUS**.
- a. Prior MSA. The parties acknowledge and agree that this Agreement is intended to supersede any prior Master Agreements that were agreed upon or entered into between the parties; however, this Agreement (and any Order issued hereunder) is not intended, and shall not be interpreted, to relieve Client or act as a waiver of any fees, costs, or expenses that accrued and/or which are due and owing to iVenture under any other agreement or Order that existed prior to the Services Start Date.
 - b. Disclosure and Compliance. Client warrants and represents that Client knows of no law or regulation governing Client's business that would impede or restrict iVenture's provision of the Services, or that would require iVenture to register with,

or report iVenture's provision of the Services (or the results thereof), to any government or regulatory authority. Similarly, Client represents that Client's business is not subject to the provisions of the Federal Acquisition Regulation (FAR), or any similar regulatory acquisition process or procedure. Client agrees to promptly notify iVenture if Client becomes subject to any of the foregoing which, in iVenture's discretion, may require a modification to the scope or pricing of the Services. Unless otherwise expressly stated in an Order, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any state, federal, local or other law, rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a partial or complete compliance solution, and Client shall not rely on the Services for any such purposes.

- c. Assignment. This Agreement shall be binding upon the parties and each of their respective successors and assigns. This Agreement is personal to Client and may not be assigned or transferred by Client, in whole or in part, whether by agreement, merger, sale, change of ownership, equity or control, by operation of law or otherwise (a "Transfer"). However, Client may Transfer this Agreement provided: (i) Client is not in breach or default of this Agreement and has timely paid all Fees and other amounts hereunder; (ii) such Transfer is made in connection with the sale of all or substantially all of Client's assets, business and goodwill as a going concern; (iii) the assignee or recipient of the Transfer expressly agrees in writing to assume this Agreement in its entirety and all of Client's obligations hereunder; and (iv) Client and the assignee or recipient notify iVenture in writing of the Transfer within ten (10) days following the Transfer. iVenture shall have the right to Transfer this Agreement, and iVenture will provide Client with notice of a Transfer within twenty (20) days following the Transfer. Any attempted Transfer in breach of this section 14.c shall be void and of no force or effect.
- d. Security. Client understands and agrees that no security solution is one hundred percent effective, and any security paradigm or solution may be circumvented and/or rendered ineffective, including by certain malware, such as ransomware, rootkits, or other malicious software, applications, and measures that were unknown or undetectable to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the Environment (collectively, "Malware"). iVenture does not warrant or guarantee that all Malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data or portions of the Environment affected, deleted, corrupted, or encrypted ("Impacted Data") will be recoverable. Unless otherwise expressly stated in an Order, the recovery of Impacted Data is not included in the scope of an Order. Client is strongly advised to, and acknowledges and agrees that it is Client's responsibility to: (i) regularly educate Client's employees to properly identify and react to Malware and malicious activity, including "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 opening emails and other communications and their attached files and documents containing Malware; (ii) communicate directly and live (whether via telephone, in person, or video conference) with any person or business to obtain complete verification and authentication before wiring, transmitting, or making payment of any funds or property of value, or engaging in any transactions or activities requiring or expecting trust or verification of those participating or involved, whether electronically or physically, and to verify and confirm existing and any requested changes to any shipping addresses, wire or payment instructions, contact information, or e-mail addresses; and (iii) at all times obtain and maintain insurance against cyberattacks, phishing, Malware and malicious activity, fraud, theft, data loss, ransomware and malware-related matters and attacks, and privacy, and personal information and data-related breaches and similar or related matters, attacks, issues or events (collectively, "Cyber Attacks"), as Cyber Attacks can occur even under a "best practices" scenario and if the Services are performed as set forth in this Agreement, which insurance should include errors and omissions, data breach and cyber-liability coverage. If Client chooses not to maintain any insurance coverages or limits, it does so at its own risk. iVenture has no liability for and is held harmless by Client from any costs, expenses, and damages arising from or related to Cyber Attacks or related incidents.
- e. Data Access/Storage. Depending on the Service provided, a portion of Client's data may occasionally be accessed or stored on secure servers located outside of the United States. Client agrees to notify iVenture if Client requires iVenture to modify iVenture's standard access or storage procedures.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed from this Agreement and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

- g. Other Terms. iVenture will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication or document supplied by Client unless such terms or conditions are incorporated into a duly executed Order.
- h. No Waiver and Amendment. The failure or delay of any party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other party. Any modification or waiver of any term or condition of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. Unless otherwise expressly permitted under this Master Agreement, no amendment or modification of this Master Agreement or any Order will be valid or binding upon the parties unless such amendment or modification is originated in writing by iVenture, specifically refers to this Master Agreement, and is accepted in writing by Client. Except as otherwise expressly set forth in this Master Agreement, this Master Agreement and each Order may not be amended or modified by any communications or agreements reached via electronic mail or any other informal or electronic methods of communication. No party shall be deemed to have waived any rights under this Agreement by any action or inaction unless an express waiver is set forth in writing. The waiver of one breach or provision hereunder or an extension of time for any deadline shall not constitute the waiver of any other or subsequent breach or other provision of this Agreement. Except as otherwise expressly set forth in this Agreement, all rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- i. Merger. This Agreement, which consists of this Master Agreement together with any and all Orders, sets forth and embodies the entire understanding of the parties hereto on Services and the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings, whether written or oral, in effect between the parties relating to the Services or the subject matter hereof. The parties express declare, understand, and agree that no representation, promise, inducement or statement of intention not expressly stated in this Agreement have been made by either party. Any document that is not expressly and specifically incorporated into this Agreement or any Order will act only to provide illustrations or descriptions of Services to be provided and will not act to modify this Agreement, be a part of this Agreement, or provide binding contractual language between the parties. iVenture will not be bound by any agents' or employees' representations, promises or inducements not expressly set forth in this Master Agreement.
- j. Force Majeure. Neither iVenture nor Client shall be responsible for failure or delay of performance if caused by: an act of war, public enemy, terrorism or hostility; riot; sabotage; labor disputes, strikes, or disputes or differences with workmen; act of God; natural disaster; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; 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; any acts or omissions of any governmental authority or government restrictions (including the denial or cancelation of any export, import or other license); or any other event outside the reasonable control of the obligated party (a "Force Majeure"). iVenture and Client will use reasonable efforts to mitigate the effect of a Force Majeure event. This section 14.j does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to timely make payments of Fees and other amounts due under this Agreement, or Client's obligation to pay for the Services if the Services are available but inaccessible by Client as a result of a Force Majeure event.
- k. Non-Solicitation. Client acknowledges and agrees that iVenture's employees are critical to the servicing of iVenture's customers, iVenture's ability to maintain, support and provide the Services, and that such employees have received specialized training. Client agrees that during the full term of this Agreement and for a period of one (1) year following the termination, cancellation, or expiration of this Agreement for any reason whatsoever, Client shall not directly or indirectly employ, hire, solicit or otherwise engage any iVenture's employees who have been involved in the performance of Services under this Agreement or who have communicated with Client in connection with this Agreement or the Services (each a "Participating Employee"), whether as an employee, contractor, or consultant, or to perform any work or services or create or provide any deliverables for Client, either directly or through a third party or entity, or otherwise encourage or solicit a party's Participating Employee to leave or separate their employment or relationship with iVenture or to work for any other person or entity. In the event that Client violates the terms of this section 14.k, iVenture may send Client a notice of default; thereafter, if the situation is not cured within thirty (30) days, Client acknowledges and agrees that the damages to iVenture would be difficult or impracticable to determine and Client agrees that in such event, Client will pay iVenture as liquidated damages and not as a penalty an amount equal to seventy percent (70%) of that Participating Employee's annual salary with iVenture (including any bonuses). In addition to and without limitation of the foregoing, any solicitation

or attempted solicitation for employment directed to any of iVenture's employees by Client will be deemed to be a material breach of this Agreement, in which event iVenture shall have the right, but not the obligation, to terminate this Agreement or any then-current Order as a Termination For Breach by iVenture. Noting in this section 14.k restricts iVenture's rights or remedies as they relate to such former employee or subcontractor.

- l. Insurance. iVenture and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement and any Orders, including but not limited to, workers compensation, general liability and errors and omissions, and cyber liability and data breach insurance. iVenture agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, an automobile liability insurance policy of not less than \$100,000 bodily injury per person, \$300,000 per accident, and \$100,000 property damage liability, and an errors and omissions policy with a limit not less than \$3,000,000 per occurrence. All of the insurance policies described herein shall not be canceled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the other party. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+. A party shall produce written proof of insurance upon request from the other party.
- m. Governing Law; Venue. This Agreement and all Orders will be governed by, and construed according to, the laws of the State of Florida, without regard to that state's conflicts of law provisions. Except for Disputes subject to arbitration pursuant to section 13 above, Client hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts in and for Jacksonville, Duval County, Florida, for any and all Disputes, claims and causes of action arising from or related to this Agreement. In any Collection Action instituted by iVenture in state or federal court, the prevailing party shall receive an award of its reasonable attorneys' fees, costs, and expenses in any such proceeding, including on appeal and enforcement. CLIENT AND IVENTURE AGREE AND DO HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS, AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING DISPUTES AND COLLECTION ACTIONS.
- n. No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. There are no third-party beneficiaries to this Agreement, whether express or intended.
- o. Usage in Trade. It is understood and agreed that no usage of trade, course of dealings or performance, or other regular practice or method of dealing between the parties to this Agreement will be used to modify, amend, interpret, supplement, or alter in any manner the terms of this Agreement.
- p. Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Duval County, Florida, such period will be extended to and through the next succeeding business day in Duval County, Florida.
- q. Notice. Any notices, requests or demands required under this Agreement shall be provided to the other party in writing at the addresses set forth in the Order either by personal delivery or via overnight delivery using a reputable courier, and such notice shall be deemed delivered upon actual receipt by, and proof of delivery to, the party (each a "Legal Notice"). Legal Notice is required under this Agreement (including each Order) for all legal notices, including to place a party in default, for non-payment, notice of a payment dispute, for a warranty breach or nonconformance, for indemnification, non-renewal of this Agreement or an Order, relating to insurance, or to terminate this Agreement or exercise a right relating to termination. For notices other than Legal Notice, such as notices provided in connection with iVenture's performance of the Services, Changes, Environment Changes, Discovery Changes, EULA Changes, Change Notices, Fee Increases, Cost Increases, Usage Audits, Scheduled Downtime, Response Times, Response Time Exceptions, reporting, correcting, and communicating about the Environment, issues, bugs, nonconformances, and errors, and to provide information to Client about the Services and the Environment and their availability, either party may deliver such notices using electronic means, such as via e-mail or via a portal provided by iVenture. The parties acknowledge and agree that any notices sent to any address or using any method or manner other than as expressly required for Legal Notice, such as if sent by e-mail or using any other electronic transmission methods, or as described in this section 14.g shall be deemed an informal communication between the parties and shall not constitute Legal Notice if and when required to be provided under this Agreement.
- r. Independent Contractor. Each party is an independent contractor of the other, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.
- s. Subcontractors. Generally, iVenture does not utilize subcontractors; however, should iVenture elect to subcontract a portion of the Services, iVenture shall guarantee all work performed by any iVenture-designated subcontractor as if iVenture performed the subcontracted work itself.

- t. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement and this Agreement shall be construed as having been jointly drafted by the parties. The parties acknowledge and agree that titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes. As a result, section and paragraph headings, titles or captions should not be used to interpret or construe the terms of this Agreement. Each use of the term “shall” or “will” indicates a compulsory obligation. The parties intend the use of the term “and/or” in an ordered list to make the items in the ordered list both several and inclusive of each other, as the context requires. The use in this Agreement of the words “include” and “including” means “including, without limitation.” Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language will not be deemed to limit, modify or restrict in any manner the construction of the general statement to which it relates. The use in this Agreement of the singular form of a definition or term also will denote the plural forms of such definition or term, and vice-versa, as in each case the context may require.
- u. Counterparts and Electronic Signatures. This Agreement and each Order may be prepared and signed in two identical and original counterparts. This Agreement and each Order may be signed in writing, or electronically, such as by inserting or utilizing an electronic signature, or using third-party software, such as Adobe Sign®. An electronic signature shall be binding to the fullest extent as if a printed signature was placed on a printed copy and shall be deemed the parties’ original signatures for all purposes. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the parties agree the United States Electronic Signatures in Global and National Commerce Act (ESIGN) shall control.