

LISS TECHNOLOGIES PROVIDES ITS CLIENTS WITH INFORMATION TECHNOLOGY SERVICES ("PRIMARY SERVICES") AS WELL AS RELATED PRODUCTS AND SERVICES SOURCED FROM OTHER VENDORS AND SERVICE PROVIDERS ("THIRD-PARTY PRODUCTS AND SERVICES"). THE TERM "SERVICES" IS USED TO REFER TO THE SERVICES ORDERED BY YOU AND ENCOMPASSES BOTH PRIMARY SERVICES AND THIRD-PARTY PRODUCTS AND SERVICES. SERVICES ARE PROVIDED PURSUANT TO "SERVICE CONTRACTS," WHICH CONSIST OF AND INCORPORATE THE FOLLOWING DOCUMENTS:

1. THIS MASTER SERVICES AGREEMENT ("MSA"), WHICH SETS FORTH GENERAL BUSINESS AND LEGAL TERMS APPLICABLE TO ALL SERVICES.
2. ONE OR MORE "SERVICE ATTACHMENTS," WHICH SET FORTH SPECIFIC TERMS APPLICABLE TO PARTICULAR TYPES OF SERVICES. THERE ARE SERVICE ATTACHMENTS FOR EACH OF LISS'S PRIMARY SERVICES (MANAGED IT SUPPORT, DATA BACKUP, CLOUD PBX HOSTING, PRIVATE CLOUD HOSTING AND WEB DESIGN) AND FOR CERTAIN THIRD-PARTY PRODUCTS AND SERVICES (INCLUDING eSENTIRE SERVICES AND MICROSOFT SPLA). COPIES OF THE SERVICE ATTACHMENTS MAY BE FOUND AT [LISSTECH.COM/LEGAL/SERVICES-AGREEMENTS](https://www.lisstech.com/legal/services-agreements).
3. AN "ORDER," WHICH CONSISTS OF AN ESTIMATE, PROPOSAL, SALES ORDER, STATEMENT OF WORK, PRICING ADDENDUM, ORDER FORM OR SIMILAR DOCUMENT THAT DESCRIBES THE SPECIFIC SERVICES BEING PURCHASED BY YOU AND THE FEES FOR THOSE SERVICES.

1. SCOPE OF SERVICES

1.1. Service Contracts

Each Order creates a Service Contract between you (the "Client") and the affiliate or subsidiary of LISS Technologies that signs the Order (referred to as "LISS").

If an Order describes more than one type of Service, then it shall be deemed to create separate Service Contracts with respect to each of the individual types of Services. The termination or expiration of one Service Contract shall not affect other Service Contracts originating from the same Order.

In interpreting a Service Contract, the terms of the Order shall be controlling over the terms of this MSA and any applicable Service Attachments, but only with respect to technical specifications, pricing and other project details; and the terms of any applicable Service Attachments shall be controlling over the terms of this MSA.

1.2. Support Services

"Support Services" are the support efforts provided to address issues, questions, and requests relating to the Services, including remote assistance, troubleshooting, and escalation. Support Services are provided only for the Services, users, devices, and environments identified in the applicable Service Contract. Billing is as set forth in the applicable Service Contract, and any Support Services not covered by an active Service Contract are Out-of-Scope Services. All requests must be submitted through the HelpDesk (for which contact information can be found at www.lisshelpdesk.com) and requests submitted outside the HelpDesk may not be recognized for service tracking or response purposes.

1.3. Professional Services

"Professional Services" are services such as major system upgrades, new computer setup, network changes, office moves, or installations of equipment or other items. In these cases, we will prepare a statement of work or similar Order describing the proposed scope of the services and our fees to deliver them, so as to create a Service Contract for the work.

1.4. Out-of-Scope Services

"Out-of-Scope Services" are services you request that are not covered by an agreement for the provision of Support Services, Professional Services or other Service Contract – for example, services requested on an ad hoc basis or in the event of an emergency. You agree to pay for any Out-of-Scope Services that you might request on a time-and-materials basis at LISS's then-current hourly rates.

1.5. Procurement

At Client's request, LISS may procure hardware, software, licenses, cloud services, or other products from third-party vendors for the benefit of Client ("Procured Items"). A non-refundable deposit, as stated in the applicable Order, is required before procurement begins. ALL SALES OF PROCURED ITEMS TO CLIENT BY LISS ARE FINAL — PROCURED ITEMS MAY NOT BE RETURNED TO LISS NOR WILL REFUNDS BE ISSUED BY LISS. CLIENT IS RESPONSIBLE FOR VERIFYING ALL SPECIFICATIONS PRIOR TO CLIENT'S APPROVAL OF LISS'S PURCHASE OF THE PROCURED ITEMS. If a third-party vendor permits returns, then Client may return an item directly to the vendor, but Client will be responsible for complying with the vendor's terms and conditions and for paying any applicable shipping costs, restocking fees or other return charges. Pricing, availability, delivery, and warranty terms are established solely by the vendor. Ownership and risk of loss transfer to Client upon shipment or delivery, as reflected in the Order. Any setup or deployment related to Procured Items is additional and will be billed separately as Professional Services. This Section 1.5 does not apply to products or services that are sold by a third-party vendor on a subscription or other ongoing basis; the ability to cancel or terminate such a purchase is governed by Sections 4.1 and 4.2.2,

2. FEES AND PAYMENT

2.1. Service Fees

In consideration of the Services, you agree to pay to LISS the fees set forth in the applicable Order. Ongoing Services may be canceled or terminated (when permitted by the terms of a Service Contract) only as of the end of a monthly billing cycle and LISS shall not be obligated to pro-rate its fees if any Services are canceled or terminated mid-billing cycle.

2.2. Out-of-Pocket Expenses

Client shall reimburse LISS at cost for reasonable out-of-pocket expenses, including non-local travel expenses, lodging, meals, and other similar expenses, incurred by LISS in performing the Services.

2.3. Payment Terms

You agree to accept invoices sent to you by means of e-mail. You shall pay the full amount reflected on any invoice as owed to us within thirty (30) days following your receipt of that invoice. You shall pay interest of one and one-half percent (1.5%) per month (or the maximum lawful rate if less), for all invoiced amounts not paid within thirty (30) days following your receipt of that invoice.

2.4. Taxes and Regulatory Fees

All charges and fees owed pursuant to any Service Contract are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any

such taxes are assessed on the provision of any of the Services, you shall pay the taxes directly to the taxing authority or shall reimburse us for their payment. LISS shall have the right to pass through to you the amounts of any regulatory fees, surcharges and/or similar charges imposed by law or otherwise required to be paid in connection with the provision of the Services.

2.5. Means of Payment

Except in instances in which payment by credit card is required, payment shall be made by (a) check; (b) wire transfer, ACH or similar electronic funds transfer in accordance with the procedures set forth at www.lisstech.com/epay; or (c) at Client's option, by means of credit card. LISS shall, to the extent permitted by law, have the right to collect from Client a convenience fee in an amount equal to the amount of any credit card processing fee(s) actually incurred by LISS. All payments shall be in U.S. Dollars.

2.6. Adjustment of Fees Based on Level of Usage

2.6.1. Usage Parameters

An Order for Services may set forth counts or other parameters (e.g. number of servers or other devices to be supported, number of users or software licenses, amount of storage space to be made available for backup, etc.) upon which the pricing for the Services is based. These are referred to as "Usage Parameters."

2.6.2. Increases in Usage

If there is an increase in the level of Client's usage of the Services, growth in the size of Client's business or network, and/or the Client otherwise exceeds the Usage Parameters set forth in a Service Contract, then the fee for the Services will be increased by an amount equal to the difference between the then-current fee for the agreed-upon level of usage and the then-current fee for the Client's actual, higher level of usage. In this regard:

- a) The Client shall pay the increased fee for the Services retroactive to the monthly billing cycle during which Client's usage first exceeded the Usage Parameters.
- b) There will be no proration of monthly fees (i.e. regardless of the day during a monthly billing cycle when the increased usage first occurred, billing for the entire month will be based on the higher level of usage).
- c) With respect to Third-Party Products and Services, any count or other measurement of the level of Client's usage by the third-party vendor or service provider will be binding on the Client.

Increases in software license counts or other Usage Parameters may occur automatically as the result of compliance with security policies or the implementation of other protocols. For example, security policies might require that anti-virus protection be extended to all computers on the network, so that if Client were to add a new computer to its network, then anti-virus software would automatically be installed on that computer. Client agrees to pay for increases of this nature that are in keeping with the purposes of a Service Contract and reasonably necessary to facilitate its performance.

2.6.3. Decreases in Usage

If Client has committed to a Service Contract for a fixed term, then there will be no reductions in the fees payable by Client based upon a reduction in usage below the agreed-upon Usage Parameters. If the Service in question is being provided pursuant to a Service Contract

with a monthly term, then fees will be adjusted subject to the following:

- a) A request for a reduction in fees on the basis of decreased usage must be made in writing by means of an e-mail message to LISS's HelpDesk.
- b) A request must be received at least forty-five (45) days in advance.
- c) Reductions will be made only as of the beginning of a monthly billing cycle (i.e. there will be no prorating or partial months).
- d) No retroactive reductions will be made.

2.7. Price Increases

2.7.1. Annual Increases with Respect to Primary Services

Except as set forth in the applicable Order or otherwise agreed by the parties in writing, the fees for Primary Services provided pursuant to a Service Contract with a fixed term shall be subject to an annual increase of not more than five (5%) percent with respect to each year of the initial term after the first and each renewal year. The foregoing shall not be construed to limit the right of a party not to renew or to propose a different pricing arrangement as a condition of renewal.

2.7.2. Third-Party Products and Services Price Increases

LISS shall have the right to pass through to the Client any increases in the prices of Third-Party Products and Services, provided that LISS shall provide at least thirty (30) days' written notice of the beginning of the monthly billing cycle with respect to which any such price increases will take effect (or the maximum amount of notice reasonably possible in light of the timing of the notice from the third-party vendor or service provider) and, if the Client is unwilling to accept such price increases, then the Client shall have the right to terminate any affected Service Contracts as of the end of the prior monthly billing cycle.

3. TERM

3.1. MSA

This MSA is effective as of the date of execution and will remain in effect until terminated by one of the parties. Either party may terminate this MSA for any reason or no reason upon at least thirty (30) days' advance written notice, provided, however, that termination of this MSA will not, by itself, result in the termination of any Service Contract, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Service Contracts are terminated or expire according to their terms.

3.2. Individual Service Contracts

Service Contracts are entered into for either a fixed term (for example, one year) or for a monthly term (as described in Section 3.4). The term of each Service Contract shall be as set forth in the applicable Order. If no term for the provision of Managed IT Support, Data Backup, Private Cloud Hosting or Cloud PBX Hosting Services is specified in an Order, then the initial term of the Service Contract shall be twelve (12) months. If Services are provided on an ongoing basis in the absence of a specified term, or if Services continue to be provided after a Service Contract has expired or been terminated, then the Services will be deemed to be provided on the basis of a monthly term (for purposes of clarity, this sentence shall not apply to a Service Contract that includes a renewal provision unless Services continue to be provided despite a party's having given notice of intention not to renew).

3.3. Commencement of Contract Term

A Service Contract shall commence on the date on which LISS begins providing Services, unless such date is a day other than the first day of a calendar month, in which case: (a) the contract shall commence on the first day of the first full calendar month following the date on which LISS began providing the Services and (b) the Client shall pay to LISS, in addition to the Monthly Service Fees (as set forth in the Order) for the first month of the contract term, a pro rata portion of the Monthly Service Fees on account of the preceding partial month during which LISS began to provide the Services. The commencement date of the contract term shall be set forth in LISS's first invoice for Monthly Service Fees.

3.4. Renewal of Contracts for a Monthly Term

A Service Contract with a monthly term shall remain in effect, and the Services shall continue to be provided and paid for each month, until the Service Contract is terminated by one of the parties in accordance with Section 4.1.

3.5. Renewal of Contracts for a Fixed Term

A Service Contract with a fixed term shall be automatically renewed for successive renewal terms unless a party gives written notice of its intention not to renew at least sixty (60) days prior to the expiration of the initial term or the then-current renewal term. If the initial term of the Service Contract is shorter than twelve (12) months, then the length of each renewal term shall be equal to the length of the initial term. If the initial term is twelve (12) months or longer, then the length of each renewal term shall be twelve (12) months.

4. TERMINATION

4.1. Termination of Contracts for a Monthly Term

A Service Contract with a monthly term may be terminated by either party, for any reason or no reason, upon sixty (60) days' advance written notice. The effective date of any termination must be the last day of a monthly billing cycle.

4.2. Termination of Contracts for a Fixed Term

4.2.1. Termination of Primary Services

A Service Contract for the provision of Primary Services over a fixed term may be terminated:

- a) by either party, if there is a material breach by the other party that is not cured within thirty (30) days after written notice;
- b) by the Client, in accordance with the terms of a Service Attachment, if the Service Attachment contains an agreement concerning response times, uptime or other performance objectives ("Service Levels") with respect to the Services; and if the Service Attachment also sets forth circumstances (e.g. a particular number of occasions on which the Service Levels are not satisfied within a given time period) that give rise to a right of termination on the part of the Client;
- c) by LISS, if during any period of twelve (12) months, there are at least three (3) occasions on which there is a failure to comply with a written request by LISS for reasonable cooperation in connection with the provision of the Services, which requests may be made by e-mail and may pertain to the same or different matters (by way of example and without limitation, such matters may include a failure to follow recommended procedures or protocols in connection with the use of any products or services, a failure to implement reasonable security measures, a failure to provide access to Client's site or a safe working environment, abuse of LISS personnel, or engaging in conduct that interferes with the

performance by LISS of its obligations or makes such performance more costly or difficult);

- d) by either party, in such other circumstances, if any, as might be provided for in the applicable Service Attachment; or
- e) by either party, if it becomes apparent that the other party has become or threatens to become insolvent, has filed for bankruptcy protection, has had a receiver appointed, has called a meeting of creditors, or is otherwise affected by similar circumstances.

4.2.2. Termination of Third-Party Products and Services

A Service Contract for the provision of Third-Party Products and Services over a fixed term may be terminated prior to the expiration of the initial term or any renewal term only to the extent that there is an entitlement to terminate (whether by virtue of a failure to meet performance standards, the payment of an early termination fee by Client, or otherwise) under the terms of the agreement ("Third-Party Agreement") pursuant to which the product or service in question is made available by the third-party vendor or service provider. An index of and links to such Third-Party Agreements may be found at www.lisstech.com/tpa.

4.3. Termination for Violation of Acceptable Use Policy

Client shall comply with LISS's Acceptable Use Policy ("AUP"), which may be found at www.lisstech.com/aup, and with any AUP's applicable to Third-Party Products and Services that are contained in or referred to in the applicable Third-Party Agreements. LISS may terminate any Service Contract if there is a violation by Client of an applicable AUP and a failure by Client to cure such violation within ten (10) days after written notice. In addition to its right to terminate a Service Contract, LISS shall have the right to suspend the affected Services, immediately and without notice, if required to do so by law, court order or other legal requirement, or if the Services are used for purposes that are illegal; involve the distribution of viruses or other damaging computer code; involve the sending of "spam" e-mail messages; violate the intellectual property or privacy rights of others; impair the use of the Services by others; threaten to impose liability on LISS or a third-party vendor or service provider; or otherwise involve conduct of a similarly serious nature.

4.4. Suspension of Services for Non-Payment

If you fail to pay all amounts owed under a Service Contract when due, then we may suspend the Services for which payment has not been made until full payment is made. Following any suspension of service under this provision, and after you make full payment to us, we shall restore the Services after confirming that all aspects of your network, systems and environment remain in compliance with the Service Contract and our requirements with respect to security, updates and best practices. As a condition of such restoration you agree to pay us a "Reactivation Fee" equal to \$450.00 or, if greater, the actual costs reasonably incurred by us in effecting such restoration. Our right to suspend Services under this section is in addition to any right to terminate the Service Contract or other remedy that might be available to us. LISS SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERRUPTION OF BUSINESS OR OTHER CLAIMS, DAMAGES OR COSTS OF ANY KIND IN CONNECTION WITH A SUSPENSION OF SERVICES BASED ON CLIENT'S NON-PAYMENT OF FEES.

4.5. Effect of Termination

4.5.1. Cessation of Use; Return of Materials

Upon the termination of a Service Contract, the Client shall cease its use of the affected Services. The Client shall promptly return to LISS all Equipment (as defined in Section 7.2 below), software, documentation and other tangible items provided to Client in connection with the Services; and shall delete from its computer systems all electronic copies of the software and any documents, data or other information that was provided. Upon request, Client shall provide written certification of its compliance with the obligations set forth in this section, which certification shall be by an officer (or other representative having similar authority).

4.5.2. Transition Services

LISS shall cooperate with the Client in the orderly termination of the Services. If the Client wishes to obtain off-boarding services and/or assistance in transitioning to a new service provider, then Client shall compensate LISS for such services on a time-and-materials basis at LISS's then-current rates. LISS may require that any such fees, or a reasonable estimate thereof, be paid in advance.

4.5.3. Portability and Retention of Client's Data

Upon request by the Client at the time of termination of a Service Contract, LISS will make available to Client a copy of all Client Data (i.e., content or information transmitted to or from, or stored by Client on, LISS's servers or that is otherwise created or used by Client in connection with the Services) that remains on servers, storage devices or otherwise in the possession or under the control of LISS, in consideration of which LISS shall be entitled to be compensated at LISS's then-current rates for the time reasonably required to assemble and copy such data, as well as for the cost of any media used to transfer the data.

FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF A SERVICE CONTRACT BY EITHER PARTY FOR ANY REASON, LISS SHALL HAVE NO FURTHER OBLIGATION TO MAINTAIN OR PROVIDE ANY CLIENT DATA AND SHALL THEREAFTER, UNLESS LEGALLY PROHIBITED, DELETE ALL CLIENT DATA ON ITS SYSTEMS OR OTHERWISE IN ITS POSSESSION OR UNDER ITS CONTROL.

4.5.4. Payment of Fees

4.5.4.1. Services provided prior to Termination

Notwithstanding the termination of a Service Contract, the Client shall remain responsible for the payment of all fees for Services properly provided prior to the date of termination by LISS and/or any third-party vendor or service provider.

4.5.4.2. Remaining Term / Early Termination Fee

If a Service Contract involves a commitment for a fixed term and the Client breaches the contract or attempts to cancel the contract prior to its expiration without cause, then the Client shall make payment to LISS in an amount calculated in accordance with the provisions of Section 11.4.

4.5.5. Transfer of Custody

Upon termination of a Service Contract it shall be Client's responsibility to arrange for the transfer to Client or Client's new service provider of any domain name(s), telephone numbers and/or similar registrations that were used in connection with the Services and that Client wishes to maintain control of. LISS shall cooperate with Client in effecting such transfer, but unless otherwise required by law, Client shall bear all costs associated with any such transfer and LISS shall not, following the termination of a Service Contract, have

any ongoing obligation to maintain or renew any domain name, telephone number or other registration on behalf of Client.

5. SERVICE LEVEL MATTERS

5.1. Service Levels and Service Level Credits

Except as otherwise agreed in writing, if a Service Attachment contains an agreement concerning the provision of credits for a failure to meet Service Levels (as defined in Section 4.2.1(b)) and a required Service Level is not met, then, as the Client's sole and exclusive remedy, and LISS's sole and exclusive liability, for the failure of the Services to meet the required Service Level, LISS shall provide the Client with a partial credit against the monthly fees payable for the Services in question (a "Service Level Credit"), calculated in the manner specified in the Service Attachment.

5.2. Maximum Service Level Credit

The maximum total amount of Service Level Credits that may be earned for Events occurring during a single calendar month shall not exceed one hundred (100%) percent of one month's worth of the monthly fees for the affected Services. Any excess Service Level Credits are forfeited and shall not be carried over to future months.

5.3. Service Level Exclusions

Service Levels and Service Level Credits apply only to Client and not to any customers of Client or to any other party. Client is not entitled to any Service Level Credit if (a) Client has not paid all fees when due, (b) Client is otherwise in breach of the Service Contract, (c) Client has failed to provide LISS with appropriate access or otherwise interfered with LISS's ability to provide the Services, or (d) an exception set forth in the applicable Service Attachment (e.g. downtime for scheduled maintenance) applies.

6. THIRD-PARTY PRODUCTS AND SERVICES

6.1. Terms and Conditions of Use

Client acknowledges that the Third-Party Products and Services are made available on the terms and conditions set forth in the Third-Party Agreements (copies of which may, as set forth in Section 4.2.2, be found at www.lisstech.com/tpa), including without limitation any applicable end user license agreement, retail customer terms and/or AUP, and Client agrees to use the Third-Party Products and Services in accordance with such terms and conditions.

6.2. Discontinuation of Vendor Products or Services

If any third-party vendor or service provider discontinues, modifies, deprecates (i.e. designates as obsolete or unsupported), or otherwise ceases to provide a product or service that constitutes part of the Services or that is used by LISS to deliver the Services, then LISS may terminate, replace, or modify the affected portion of the Services effective as of the vendor's discontinuation date. LISS may also replace a vendor or migrate to a different product or service at its discretion (for example, transitioning from one anti-virus, EDR, backup, or monitoring platform to another). In such cases, Client may terminate the affected portion of a Service Contract if there is a material adverse effect on the nature or quality of the Services.

6.3. Third-Party Warranty and Remedies

LISS does not warrant the quality, performance or any other aspect of the Third-Party Products and Services. In the event of a defect or difficulty in the use of the Third-Party Products and Services, Client shall look solely to the warranty or remedies (if any) provided for in the applicable Third-Party Agreements and in this regard LISS agrees to provide the Client with commercially reasonable assistance in

obtaining the benefit of any warranty or remedies offered by the third-party vendor or service provider. If LISS is party to a wholesale, reseller or other agreement with the third-party vendor or service provider, then LISS will similarly make commercially reasonable efforts to obtain for Client the benefit of any warranty or remedies provided for thereunder. The provisions of this section shall not be interpreted to require LISS to bring a lawsuit, commence arbitration proceedings or take any similar action against a third-party vendor or service provider; nor to require LISS to provide Client with any remedy greater in amount or extent than any remedy actually provided to LISS by the third-party vendor or service provider.

6.4. Rights of Third-Party Vendors and Service Providers

Use of the Third-Party Products and Services shall at all times be in accordance with the rights of the third-party vendors and service providers and in this regard Client represents and warrants that it will not:

- a) engage in unauthorized use, copying or distribution of the Third-Party Products and Services in violation of licensing restrictions; disable or seek to disable any security, copy protection or similar features; or damage or fail to return hardware, equipment or other tangible items upon the completion of a Service Contract;
- b) translate, modify, adapt, decompile, disassemble, create derivative works from, merge with other products or services, or reverse engineer the Third-Party Products and Services; or
- c) use any confidential or proprietary information provided with or as a part of the Third-Party Products and Services for any purpose other than facilitating Client's use of the Third-Party Products and Services in accordance with the terms of a Service Contract; or fail to cooperate in the return, deletion and/or destruction of any such information upon the completion of a Service Contract.

7. CLIENT COVENANTS AND OBLIGATIONS

7.1. Limitations on Scope of Support

Except to the extent, if any, provided for in the applicable Order, support (including without limitation provisioning) for the products and services of third-party vendors and service providers is not included in the scope of the Services provided by LISS unless:

- a) Client has entered into a Service Contract for Managed IT Support Services, that covers the products and services in question; or
- b) Client has entered into a Service Contract for Data Backup, Private Cloud Hosting or Cloud PBX Hosting Services and the products and services in question are deemed to constitute part of those Services

in either of which cases support shall be provided to the extent set forth in the applicable Service Attachment.

If Client wishes to obtain support for products or services of a third-party vendor or service provider that do not satisfy these criteria, then such support may be included in a Service Contract for an additional fee or requested as Professional Services.

7.2. LISS Supplied Equipment

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware or other equipment (if any) that we install on your premises or that we ship to your location to facilitate the delivery of Services. Equipment does not include any hardware or devices that we may sell to you or that we may procure on your behalf.

You shall take reasonable care of the Equipment and shall not damage it, tamper with it, remove it, attempt to repair it, or attempt to install any software on it. You are financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at your location.

LISS is and will remain the sole owner of any Equipment, which is provided on a rental or temporary basis only. You shall not remove any sign, label or other marking on the Equipment identifying LISS as the owner of the Equipment.

On termination of any Service Contract pursuant to which we deliver Equipment, you shall provide LISS or its contractors with reasonable access to your premises to remove the Equipment. Alternatively, upon our request, you shall return the Equipment to us via the carrier of our choice, for which Client will pay all applicable shipping charges.

7.3. Software Licensing

Client represents and warrants that Client has proper licenses for (or otherwise has the right to use) any software or other technology that is in use by Client, or that is to be furnished by Client, and that Client has requested LISS to use, access or modify as part of the Services.

7.4. Existing Service Providers; Equipment Disposal

Unless otherwise agreed in writing, Client is responsible for arranging for the disconnection or termination of any existing services, for arranging for any migration, porting or other transition services required, and for the payment of any charges related to the foregoing to Client's existing service provider(s). Client is responsible for the disposal of any old or unused hardware, packaging materials or other items.

7.5. Data Backup

Client may enter into a Service Contract for the provision of data backup services with LISS's affiliated company, Smarter Backup Inc., in which case LISS will provide the data backup services described in the Service Contract with respect to the computers, systems and/or data described in the Service Contract.

If Client does not enter into such a Service Contract for data backup services (or with respect to any computers, systems and/or data that are not included within the scope of a limited or partial Service Contract), Client shall be solely responsible for backing up Client's data and LISS shall have no liability with respect to the loss or unavailability of Client's data.

7.6. Network Security and Malicious Events

In the ordinary course of providing its IT and other services, LISS may provide guidance and recommendations regarding cybersecurity best practices, including but not limited to data backup, endpoint protection, email security, and related solutions. Such advisory assistance is intended to help Client assess and improve its security posture; however, LISS does not provide managed security services unless (and then only to the extent) expressly stated in a separate Service Contract. Without limiting the foregoing, in the absence of a Service Contract for managed security services: (i) LISS is not obligated to monitor Client's systems, provide continuous security oversight, update existing systems, or otherwise assume responsibility for the security of Client's environment; and (ii) LISS shall not be liable for losses or damages arising from incidents involving malware, ransomware, phishing, unauthorized access, or other cyber threats ("Cyber-Attacks").

In the absence of a Service Contract for managed security services, LISS will, in performing its Services, utilize cybersecurity practices that are in accordance with industry standards as of the date of performance, but Client shall otherwise remain solely responsible for determining, implementing, and maintaining the security measures appropriate for its network, systems, and environment, including protecting against, and training personnel with respect to Cyber-Attacks.

Client acknowledges that no security technology or practice can guarantee complete protection and that Cyber-Attacks may still occur, including those resulting from Client's failure to follow recommendations, user error, or actions of third parties.

In providing its Services, LISS may utilize commercially available third-party software, hardware, platforms, tools and other products that are commonly used in the industry, including those listed at www.lisstech.com/tpa, and may rely on the security of such products. LISS is not responsible for security defects in such third-party products or services, and Client's sole remedy for such defects lies with the applicable vendor. WITHOUT LIMITING THE FOREGOING, LISS SHALL HAVE NO LIABILITY FOR DAMAGES OR OTHERWISE RELATED TO SECURITY DEFECTS FOUND TO EXIST IN THE PRODUCTS AND SERVICES OF THIRD PARTIES (REGARDLESS OF WHETHER THE PRODUCTS AND SERVICES IN QUESTION ARE RELATED TO CYBERSECURITY OR ARE USED FOR INFORMATION TECHNOLOGY MANAGEMENT, BUSINESS PRODUCTIVITY OR OTHER PURPOSES).

7.7. Recovery Services

Any services to rebuild or recover Client's network, systems or environment following a natural disaster, Cyber-Attack or similar event shall be provided by LISS as Professional Services.

7.8. Ownership of Client Data

As between LISS and Client, all Client Data is owned exclusively by Client. LISS may access the Client Data to the limited extent necessary to provide the Services or respond to support requests, but shall not otherwise access the Client Data except upon Client's instructions.

7.9. Compliance Matters

LISS shall not in any instance be deemed to be providing the Client with advice concerning the meaning, interpretation of, or compliance with any laws, regulations or other legal requirements, including, without limitation, Payment Card Industry (PCI) standards, the Sarbanes-Oxley Act (SOX), the Health Insurance Portability and Accountability Act (HIPAA), the European Union General Data Protection Regulation (GDPR) or the New York Department of Financial Security Cybersecurity Requirements for Financial Services Companies. Client agrees that it will not rely upon LISS for any such advice and that it will obtain any required advice from its attorneys or other appropriate advisors. Any involvement by LISS shall be deemed to be limited to the provision of technological advice with respect to the implementation of solutions or protocols developed by the Client, its attorneys and/or advisors.

7.10. Artificial Intelligence

Client acknowledges that Artificial Intelligence ("AI") is a new and evolving technology; that products or services utilizing AI may produce output that is inaccurate, incomplete or unpredictable; and that whether, and the extent to which, input that is confidential or proprietary will remain private and be protected by a particular AI product or service may vary. While LISS may provide advice with

respect to matters such as available AI products and services, their installation or operation, any advice related to AI products and services shall be deemed to be general technical advice only and the decision to use or rely upon AI products or services shall be the Client's alone. As between LISS and Client, Client shall be solely responsible for the results of any such use or reliance. LISS does not develop AI products or services and all AI products or services that might be provided by or through LISS are Third-Party Products and Services within the meaning of this MSA.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Ownership

All patent, copyright, trademark, trade secret, know-how and other proprietary or intellectual property rights ("IP Rights") with respect to the Services shall remain the property of LISS and/or the respective providers of the Third-Party Products and Services. Client shall not acquire any interest in any IP Rights associated with the Services, except that Client is hereby granted a limited license to the extent necessary to allow the Client to use the Services for its own internal business purposes and in accordance with the terms of the applicable Service Contracts.

8.2. License Restrictions

Client shall not:

- a) copy, translate, modify, adapt, decompile, disassemble, create derivative works from, merge the Services with any other products or services or reverse engineer the Services; or
- b) use any of the ideas, features, functions, graphics or other aspects of the Services for purposes of creating any similar products or services.

8.3. Works of Authorship

Unless otherwise agreed in writing, any software program, application, computer code, writing or other work of authorship ("Work"), regardless of medium, which is created or developed by LISS in the course of performance under a Service Contract and which is related to the Services or to other products or services offered by LISS shall not to be deemed a "work made for hire" and shall remain the sole and exclusive property of LISS. To the extent a Work is for any reason determined not to be owned by LISS, Client hereby irrevocably assigns and conveys to LISS all of its copyright in such Work.

Without limiting the foregoing, LISS shall own all network diagrams and other documents concerning Client's network, systems or environment that might be created by LISS for LISS's use in performing the Services. LISS will provide Client with copies of any such documents upon reimbursement, at LISS's then-current rates, for the time that was required to create such documents.

8.4. Improvements

Client hereby assigns to LISS any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or its users relating to any proposed improvements of or modifications to the Services. LISS shall solely and exclusively own all IP Rights with respect to any invention, addition or other improvement ("Improvement") to the Services, or to any other products or services offered by LISS, that might be created by LISS, regardless of whether based in whole or in part on any such suggestion, idea, etc. or whether created during or in connection with the provision of the Services to Client.

8.5. Confirmation

Client hereby irrevocably assigns to LISS all of its IP Rights, if any, with respect to all Works and Improvements pertaining to the Services or any other products or services offered by LISS and hereby agrees to execute such assignments and/or take such other actions as might reasonably be required to confirm LISS's ownership of such IP Rights, provided that Client is reimbursed by LISS for any time or expenses reasonably incurred in so doing.

9. CONFIDENTIAL INFORMATION

During the course of performance under a Service Contract, a party may become privy to the other's proprietary or confidential information. Each of us shall hold all such "Confidential Information" of the other in strict confidence and shall not disclose such information to any third party.

Confidential Information does not include:

- a) Information that at the time of disclosure is, without fault of the recipient, available to the public;
- b) Information that the recipient can show was independently in its possession at the time of disclosure;
- c) Information received from a third party who had the right to disclose the information without violation of any confidentiality agreement with the other party; or
- d) Information required to be disclosed pursuant to court order or by law, provided that the disclosing party is, to the extent possible, provided with advance notice of any such disclosure, and that any disclosure is limited to the minimum amount of information required.

10. WARRANTIES AND LIMITATIONS

10.1. Warranties

Primary Services are warranted to the extent set forth in the applicable Service Attachment.

With respect to Professional Services and Out-of-Scope Services, LISS warrants that the Services will be performed in a professional and workmanlike manner and in accordance with any written agreement between the parties. All such Services will be deemed to have been accepted by the Client and to be conforming unless Client notifies LISS in writing within ten (10) business days following completion that the Services do not conform to this warranty.

LISS does not independently warrant any Third-Party Products and Services, however LISS will, as set forth in Section 6.3, assist the Client in obtaining the benefit of any warranties and remedies that might be available from the third-party vendor or service provider.

10.2. Limitation of Remedies

FOR ANY BREACH OF THE WARRANTIES MADE BY LISS OR CLAIM OF DEFECT IN THE SERVICES (OTHER THAN THE THIRD-PARTY PRODUCTS AND SERVICES), CLIENT'S EXCLUSIVE REMEDY AND LISS'S ENTIRE LIABILITY SHALL BE THE CORRECTION BY LISS OF THE DEFICIENT SERVICES, OR, IF LISS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY WITHIN A REASONABLE TIME, THEN CLIENT MAY TERMINATE THE APPLICABLE SERVICE CONTRACT AND LISS WILL REFUND TO CLIENT THE FEES FOR THE AFFECTED SERVICES, OR PORTION THEREOF, THAT WERE NOT PROPERLY PERFORMED, TOGETHER WITH ANY FEES PRE-PAID ON ACCOUNT OF ANY PORTION OF THE AFFECTED SERVICES NOT YET PERFORMED.

LISS SHALL HAVE NO LIABILITY WITH RESPECT TO ANY BREACH OF WARRANTY OR CLAIM OF DEFECT IN ANY THIRD-PARTY PRODUCTS OR SERVICES AND CLIENT SHALL LOOK EXCLUSIVELY TO SUCH

REMEDIES AS MIGHT BE MADE AVAILABLE BY THE THIRD-PARTY VENDOR OR SERVICE PROVIDER.

10.3. Disclaimers

EXCEPT AS SET FORTH IN SECTION 10.1 OR OTHERWISE EXPRESSLY AGREED IN WRITING, THE SERVICES, INCLUDING ANY THIRD-PARTY PRODUCTS AND SERVICES, ARE PROVIDED ON AN "AS IS" BASIS AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SAME, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM AND USAGE, PRIOR PRACTICE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED. WITHOUT LIMITING THE FOREGOING, IT IS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE SERVICES WILL MEET ANY CLIENT'S PARTICULAR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN LAPSES IN THE AVAILABILITY OR SECURITY OF THE SERVICES.

10.4. Interpretation

If any of the limitations or disclaimers set forth above, or elsewhere in this MSA or a Service Contract, are found to be void or unenforceable under applicable law, then the provision in question shall, if possible, be deemed to be modified to the minimum extent necessary to make it compliant, or, if such a modification is not possible, then the provision in question shall be stricken without prejudice to any similar provisions, all of which shall remain in full force and effect.

11. DISPUTE RESOLUTION

11.1. Mediation Procedures

Each of us shall attempt to settle amicably any disputes related to this MSA or a Service Contract by means of mediation in accordance with the Commercial Mediation Procedures of the American Arbitration Association. Mediation proceedings shall take place in Nassau County, New York and the costs of such proceedings shall be shared equally by the parties. No action or proceeding concerning a dispute shall be commenced prior to the expiration of sixty (60) days following the date of the first mediation session. Failing such amicable settlement, any such dispute, including without limitation claims related to the existence, validity, interpretation, performance, termination or breach of this MSA or a Service Contract, shall be resolved by means of an action brought in a state court in Nassau County, New York or in federal court in the Eastern District of New York.

11.2. Claim Period Concerning a Defect in the Services

No action or other proceeding based on a breach of warranty or other claim concerning a defect in the Services may be commenced by Client more than one (1) year after the date of the breach or event giving rise to the claim; failure to make such a claim within such one (1) year period shall forever bar the claim.

11.3. Attorneys' Fees

If, in the event of a failure by Client to pay fees or other sums due to LISS under the terms of this MSA or a Service Contract, LISS commences litigation or other proceedings to collect such sums and is the prevailing party in such proceedings, then LISS shall be entitled to an award of reasonable attorneys' fees incurred in pursuing the collection of such sums.

11.4. Liquidated Damages

11.4.1. Service Contracts for Primary Services

If there is a breach of the terms of, or attempt to cancel prior to its expiration without cause, a Service Contract for Primary Services that includes a commitment for a specific term, then Client shall pay as liquidated damages on account of LISS's lost profits for the remaining portion of the contract term an early termination fee equal to seventy-five percent (75%) of the recurring monthly (or other periodic) fees remaining to be paid from the date of the breach or attempted cancellation through the end of the initial term or then-current renewal term, based on the monthly (or periodic) charges then in effect.

11.4.2. Third-Party Service Contracts

If there is a breach of the terms of, or attempt to cancel prior to its expiration without cause, a Service Contract for Third-Party Products and Services that includes a commitment for a specific term, then Client shall pay as liquidated damages on account of LISS's lost profits, contractual liability to the third-party vendor or service provider, and administrative costs an early termination fee equal to one hundred percent (100%) of the recurring monthly (or other periodic) fees remaining to be paid from the date of the breach or attempted cancellation through the end of the initial term or then-current renewal term, based on the monthly (or periodic) charges then in effect.

11.4.3. General Provisions

In no event shall the amount of the monthly (or periodic) charges used for purposes of calculating the amount that would have been payable by the Client over the remainder of the contract term be less than the amount of the monthly (or periodic) charges that were in effect at the beginning of the most recent contract term or renewal period. The right to collect the damages provided for in this Section 11.4 shall be without prejudice to LISS's right to recover in addition damages for any other type of loss, injury or harm that might be suffered by LISS as a result of Client's conduct.

12. LIMITATIONS OF LIABILITY

12.1. General Limitation

EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING, LISS'S LIABILITY IN CONNECTION WITH ANY CLAIM RELATED TO A SERVICE CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) \$5,000, OR (2) THE FEES ACTUALLY PAID BY CLIENT TO LISS IN CONNECTION WITH THE SERVICE CONTRACT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM. THE SAME LIMITATION SHALL APPLY TO ANY CLAIM RELATED TO OUT-OF-SCOPE SERVICES OR ANY OTHER PROVISION OF SERVICES BY LISS OUTSIDE THE CONTEXT OF A SERVICE CONTRACT (IN WHICH CASE THE LIMITATION IN CLAUSE (2) SHALL BE TO THE FEES ACTUALLY PAID BY THE CLIENT TO LISS IN CONNECTION WITH THE WORK OR PROJECT IN QUESTION DURING THE PRECEDING SIX (6) MONTHS).

12.2. No Incidental or Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOST PRODUCTIVITY, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR LOSS OF PROGRAMS OR

INFORMATION, THAT RESULT FROM ANY BREACH OR CLAIM OF ANY KIND, REGARDLESS OF WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE.

12.3. Separate Service Contracts

A SERVICE CONTRACT SHALL NOT BE BINDING ON, NOR IMPOSE ANY OBLIGATIONS UPON, LISS TECHNOLOGIES OR ANY AFFILIATE OR SUBSIDIARY THAT IS NOT A SIGNATORY TO THE ORDER.

12.4. Products and Services from Other Sources

LISS SHALL NOT BE LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CONTENT, MODIFICATIONS, OR PRODUCTS AND SERVICES OBTAINED BY THE CLIENT OTHER THAN THROUGH LISS. WITHOUT LIMITING THE FOREGOING, LISS SHALL NOT BE LIABLE FOR ANY KIND OF UNAUTHORIZED ACCESS OR OTHER HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO WEBSITES OR USE OF APPLICATION PROGRAMMING INTERFACES OR OTHER COMPUTER CODE AVAILABLE FROM OUTSIDE SOURCES, INCLUDING WITHOUT LIMITATION HARM RESULTING FROM THE EXECUTION OR TRANSMISSION OF VIRUSES, RANSOMWARE OR OTHER MALICIOUS CODE.

13. INDEMNIFICATION

Client shall indemnify and hold LISS harmless against and from any and all causes of action, damages and other liabilities and expenses of any kind whatsoever (including, without limitation, reasonable attorney's fees) that might be incurred by LISS in connection with a claim by a third party related to any of the following:

- a) Client's use of the Services in violation of an applicable AUP or illegal or improper use of the Services by Client as described in Section 4.3;
- b) Client's failure to ensure that any software or other technology that is in use by Client, or that is to be furnished by Client, and that Client has requested LISS to use, access or modify as part of the Services, is duly licensed as set forth in Section 7.3;
- c) Client's violation of the rights of a third-party vendor or service provider as described in Section 6.4;
- d) Client's transmission to LISS, or use of the Services to process, data that is subject to regulation under the GDPR, HIPAA or similar data protection requirements without first providing notice to LISS, obtaining LISS's written agreement to the processing of such data, and complying with any related requirements of a Service Contract, including those set forth in Sections 14.2 and 14.3 of this MSA; or
- e) Client's use of the Services for any High-Risk Use (as defined in Section 15.5).

14. DATA PRIVACY

14.1. Client Data & Processing

Insofar as the Client Data includes personally identifiable information ("PII"), LISS agrees that it will comply with applicable United States data privacy laws and will only use such data for the purpose of providing Services under this Agreement.

14.2. EU and Other Jurisdictions

If Client will require the processing of PII pertaining to individuals in the European Union that is subject to regulation under the GDPR, or PII pertaining to individuals located in another jurisdiction that is subject to similar data protection requirements, then Client must

notify LISS in writing and obtain LISS's written agreement to the processing of such PII prior to transmitting any such data to any LISS system or otherwise using the Services to process such data in any way. Any such written agreement shall set forth the policies and procedures that will be followed in order to facilitate compliance with the GDPR or other applicable data protection requirements.

14.3. Protected Health Information

If the performance of the Services to be provided by LISS will involve creating, receiving, maintaining or transmitting protected health information on behalf of Client so as to constitute LISS a "Business Associate" within the meaning of 45 CFR § 160.103 of the HIPAA rules, then LISS's Business Associate Agreement, a copy of which may be found at www.lisstech.com/baa, is hereby incorporated by reference and shall form a part of this MSA, and both LISS, in the capacity of Business Associate, and Client, in the capacity of Covered Entity, agree to comply with the terms of such Business Associate Agreement.

15. GENERAL

15.1. Notices

Notices, demands or requests to be given by one party to the other shall be in writing and shall be deemed to have been duly given on the date delivered in person, on the next business day if sent via overnight delivery service, or on the third business day after deposit, postage prepaid, in the United States Mail for delivery via Certified Mail, return receipt requested, and addressed as specified on the signature page (or to such new address as a party might have designated).

LISS may also deliver notice electronically to the email address noted on the signature page. Notices are effective the same day if delivered electronically.

15.2. Independent Contractor

LISS will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

15.3. No Hiring

Neither party shall solicit any employee of the other for employment either during the term of this MSA or during the twelve (12) month period following the last date on which Services were provided by LISS.

The parties acknowledge that the injury resulting from a breach of this provision would be significant and that it would be extremely difficult to ascertain the precise amount of damages resulting from such breach. Therefore, it is agreed that in the event of a breach the breaching party will pay liquidated damages in the amount of one hundred and fifty percent (150%) of the affected employee's base salary for one year. Such amount is not intended as a penalty but as a reasonable estimate of damages based upon the projected costs that would be incurred to identify, recruit, hire and train a suitable replacement for the affected employee.

15.4. Force Majeure

A party will not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, fire, flood, pandemic, electric power interruptions, national emergencies, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local

governments having jurisdiction over a party or the Services provided hereunder.

15.5. No High-Risk Use

You acknowledge that the Services are not fault-tolerant, are not guaranteed to be error-free or to operate uninterrupted, and are not intended to be used in any application or situation where the failure of the Services could lead to the death or serious bodily injury of any person, or to significant property or environmental damage ("High-Risk Use"). Accordingly, you agree not to use the Services for any High-Risk Use.

15.6. Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

15.7. Assignment; Subcontracting

Neither party may assign this MSA or a Service Contract, in whole or in part, or any of its rights or obligations, without the prior written consent of the other party, and any purported assignment made without such consent shall be void and of no effect. However, LISS Technologies may assign or otherwise transfer its rights, interests and obligations under this MSA and the Service Contracts, and a LISS company may assign or otherwise transfer its rights, interests and obligations under the Service Contracts to which it is a party, without your consent in the event of a change in control of 50% or more of its equity, the sale of all or substantially all of its assets, or to an affiliated company. This MSA and the Service Contracts shall be binding upon the parties, their successors and permitted assigns.

Unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract shall be interpreted as an assignment. However, we will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this MSA and any affected Service Contracts, and, except as otherwise agreed, we will remain solely responsible for the fulfillment of all of our obligations.

15.8. Marketing

Client hereby grants LISS the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new customers, so as to identify Client as a customer of LISS for marketing purposes.

15.9. Survival

Our respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA or any Service Contract.

15.10. Amendment

This MSA may be modified or amended only by a writing signed by both parties.

15.11. Governing Law

This agreement is to be governed by and construed in accordance with the law of the State of New York without giving effect to principles of conflict of laws.

15.12. Severability

If any term or provision of this MSA or a Service Contract is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired.

15.13. Counterparts, Electronic Signatures

This MSA or any Service Contract may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that execution of any document may be by digital signature, PDF copy of a signature or other electronic means.

15.14. Entire Agreement

This MSA sets forth our entire understanding with respect to the subject matter hereof. Each party, along with its legal counsel, has had the opportunity to review this MSA, and no ambiguity will be construed in favor of, or against, either party.

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