



MASTER SERVICE AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF LIONETTI CONSULTING, LLC's, OFFERINGS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE LIONETTI CONSULTING, LLC OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE LIONETTI CONSULTING LLC's OFFERINGS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

You may not access any Lionetti Consulting LLC, Offerings if you are a direct competitor, except with Company's prior written consent. In addition, you may not access any Company Offerings for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Master Service Agreement (the "Agreement") is dated and entered into as of the "Effective Date" and is made by and between Lionetti Consulting, LLC (The "Company") and the "Client" and governs the purchase of Products and/or Services by Client from the Company.

1. **Definitions.** For purposes of this Agreement, the following definitions apply:

"Products" and **"Product"** means any hardware, software, documentation, accessories, cabling, material, supplies, parts, and other goods provided by the Company or any third party acting on behalf of or at the request of the Company.

"Services" means specific consulting, network management, telecommunications or business process outsourcing services, or other related services, requested by Client from the Company.

"SOW" means a statement of work, request for services, or other agreement, whether written or oral, that defines the scope of Services and Products to be provided to Client by the Company.

"Addendum" means the additional terms and conditions applicable to the Company Offering attached hereto.

"Affiliate" with respect to Client means any legal entity in which the Client directly or indirectly Controls.

"Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server or, in the case of a device without an operating system, on a single computerized device managed by Client and which

Agent communicates with the Company Server to transform directions from the Company Server into action tasks. A Server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an Agent.

“Authorized Use Limitation” means the limitation on usage of SaaS as measured by the Billing Metric specified in the Schedule.

“Lionetti Consulting, LLC Affiliate” means any company which owns, is owned by, or is under common ownership with Lionetti Consulting, LLC. Ownership means having Control.

“Company Offering” means the individual offering (such as software, services, software as a service etc.) made available by Lionetti Consulting, LLC as defined in the Addendum and/or Schedule.

“Control” means ownership or control of greater than 50% of an entity’s shares or control the board of such entity by force of law or contract, or the equivalent.

“Client Provided Materials” means any data, materials, items or information supplied to Company under the Agreement.

“Documentation” means the documentation, technical product specifications and/or user manuals, published by Company or any entity within Company group of companies (each a Company entity) that is made generally available with Company Offerings.

“Free Offerings” means Company Offerings that Company makes available to You free of charge. Free Offerings exclude Company Offerings offered as a free trial and Company Offerings licensed by Client for a fee.

“Named Users” means a specific individual or device designated by Client to use or is managed by the Company Offering as specified in the Documentation. A non-human operated device or process may be counted as a Named User as specified in the Documentation if such device requires unique identification to the Company Offering (i.e. its own access credentials). Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to the Company Offering.

“Parties” means individually and or collectively Company and/or the Client.

“Schedule” means a signed mutually agreed ordering document such as a Company order quote or statement of work for the specific Company Offering licensed or purchased.

“Term” means, with respect to each Schedule, the period during which the Company Offering is provided, licensed or granted.

“Transfer” means sending Company personal data or providing Company access to personal data.

“Trial Period” means the period of time that Client accesses and uses Company Offerings for evaluation or trial. If no time is indicated, then the period shall be set for thirty (30) days.

2. Independent Consultant. All Services and Products provided to the Client by the Company are done as an independent contractor and not as an employee of the Client.

3. Title. Company retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Company Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

4. Products and Services. All Services and Products provided by the Company to the Client shall be set forth on a SOW or some alternate form approved by the Company. The SOW may contain additional terms and conditions required by the Company, which shall be incorporated into, and governed by this Agreement by reference.

5. Ordering and Delivery.

5.1 This Master Agreement does not entitle Client’s Affiliates to directly purchase any Company Offering from Company, unless such Affiliate enters into a participation agreement with Company to adopt and adhere to the terms for this Master Agreement and applicable Addendums.

5.2 Any terms that may appear on a Client’s purchase order shall not apply to the Agreement and shall be deemed null and void.

5.3 Where delivery is required, the Company Offering will be delivered by electronic delivery (ESD) from Company’s shipping point. To the extent that the Company Offering involves Company Software, and if the Company Software is delivered by ESD, the obligation to deliver the Company Software shall be complete upon transmission of such software electronically to Client. At that time and place, all risk of loss of the copy of the Company Software shall pass to Client. Company agrees to be responsible for all customs duties and clearances and title to any Company hardware if included will pass upon point of delivery to carrier at Company’s shipping location.

6. Product Acceptance and Returns. All Product sales are final with the sole exception being the failure of any Product to meet manufacturer’s specifications. The Company will inform Client when Products are received and Company is authorized to inspect and accept Products on behalf of the Client.

6. Services. All Services provided by the Company to Client shall be set based on a SOW or some alternate form approved by the Company. SOWs may contain additional terms and conditions to those set forth in this Agreement, which shall be incorporated by reference herein. Unless otherwise provided for in the SOW, the Company shall be compensated for Services on an hourly basis in accordance with the Company’s standard hourly rates (Technician Level: \$165/hr; Engineer

Level: \$250/hr; CISO Level: \$350/hr). Standard hourly rates are subject to change with 30-day notice to Client.

7. Personnel. The Company and Client shall use their best efforts to identify key decision making personnel for each SOW calling for the Company to provide Services and/or Products. Authorization from said key personnel shall be binding on the Company and Client. The Company may undertake its obligations under this Agreement through the use of divisions, subsidiaries, partners and affiliates of the Company. The Company may also engage independent contractors or subcontractors selected by the Company in its sole and absolute discretion to assist and/or perform the duties and obligations set forth herein or as set forth in any SOW. The Client shall further have the right to reject project personnel it deems to be unacceptable.

8. Client Obligations. The Client shall comply with the Company's reasonable requests for access, information, technical data and other materials required for the Company to provide Services and Products requested in any SOW.

9. Compensation and Payment.

9.1 Client shall pay via ACH or Electronic transfer. Company may make arrangements to pay with valid credit card information and shall keep such information updated. Client authorizes Company to charge such credit card for all Company Offerings licensed by Client for the initial and any renewal subscription term(s). Such charges shall be made in advance, in accordance with the applicable Schedule. If the Schedule specifies that payment will be by a method other than a credit card, Company will invoice Client in advance. All payments shall be made without deduction or set off and are due upon receipt of Company's invoice. Client agrees to pay any applicable VAT, GST, sales tax, and any other applicable taxes (collectively the Taxes) in addition to the fees when such payments are due.

9.2 Company may charge interest of one and a half per cent (1.5%) per month compounded for the entire overdue period or the maximum amount allowed by law unless Client has a bona fide dispute supported by written explanation. If Client's account is overdue, Company reserves the right to withhold performance of its obligations under the Agreement, without liability, until such amounts are paid in full. Client agrees that Company may disable or interrupt functionality of an Offering or refuse to renew or replace an Offering, rendering some or all aspects of the Offering unusable by Client, at any time to enforce its rights under the Agreement.

9.3 All fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable Addendum.

10. Free Trial and Free Offerings

10.1 **Free Trial.** If Client makes any use or registers for a free trial, Company will make one or more Company Offerings available to Client on a trial basis free of charge until the earlier of (a) the end of the free Trial Period for which You registered to use the applicable Company Offering(s), or (b) the start date of paid use of the Company Offering ordered by Client, or (c) termination by Company in our sole discretion. Free trials are for non-production, evaluation purposes only.

Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

10.2 Free Offerings. Company may make Free Offerings available to You. Use of Free Offerings is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section 10.2 (Free Offerings) and any other portion of this Agreement, this section shall control. Please note that Free Offerings are provided to you without charge up to certain limits as described in the Documentation. Usage over these limits requires your purchase of additional resources or services. You agree that Company, in its sole discretion and for any or no reason, may terminate your access to the Free Offerings or any part thereof. Client agree that any termination of your access to the Free Offerings may be without prior notice, and you agree that Company will not be liable to you or any third party for such termination. Additional terms and conditions may appear on the Free Offering registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

10.3 ANY DATA YOU ENTER INTO THE FREE OFFERINGS OR FREE TRIAL MAY BE PERMANENTLY LOST. THE FREE OFFERINGS AND/OR FREE TRIAL ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND AND COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE FREE OFFERING AND/OR FREE TRIAL. WITHOUT LIMITING THE FOREGOING, COMPANY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO COMPANY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

11. Price Quotations. All price quotations provided by the Company in a SOW or other similar document from the Company shall be applicable for a period of thirty (30) days. Product prices are subject to increase in the event of an increase in the Company's costs for same that are beyond the Company's control. Costs for Services quoted in a SOW are not subject to increase absent a change in scope for the Services so quoted.

12. Expenses. Unless otherwise agreed to in writing, Client shall reimburse the Company for any and all documented and reasonable expenses incurred in connection with the performance of the Services, including travel expenses, lodging, meals, parking fees, telephone charges, copying fees, delivery fees and other related expenses. Pre-approval by Client for travel and meals is required.

13. Warranties and Disclaimers.

13.1 3rd Party Product Warranties. ALL 3rd PARTY PRODUCTS ARE PROVIDED BY THE COMPANY ARE "AS IS." THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. The Company hereby transfers to Client, to the extent transferable, whatever transferable warranties and indemnities the Company receives from the

manufacturer of the Products. Client, recognizing that the Company is not the manufacturer of 3rd Party Products, expressly waives any claim that Client may have against the Company based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Company on account of any such claim made against Client by a third party.

13.2 Service Warranties. The Company warrants: (1) it shall provide the Services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence; and (2) for ninety (90) days after date of delivery, the Services shall materially conform to their descriptions set forth on the SOW. These warranties are voided to the extent of any alterations to any Services are not performed or authorized by the Company. Client must bring any breach of these warranties to the Company's attention promptly in writing within thirty (30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, the Company may, at its election: (1) use reasonable efforts to re-perform such Services or to correct any defect, at no charge to Client; or (2) terminate the applicable Service and return of the fees paid by Client to the Company for such non-conforming Services (without interest). THE REMEDIES SET FORTH ABOVE SHALL BE CLIENT'S SOLE REMEDY AND THE COMPANY'S SOLE LIABILITY WITH RESPECT TO A BREACH BY COMPANY OF THE WARRANTIES SET FORTH IN THIS SECTION.

13.3 Third Party Services. The Company makes no independent warrant with respect to any Service performed by a third party. The Company hereby transfers any transferable warranties and indemnities it receives from any applicable third parties that perform Services.

14. Disclaimers. EXCEPT FOR THE EXPRESS LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SERVICES OR PRODUCTS PROVIDED BY THE COMPANY, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, CONDITION, OR INCREASED EFFICIENCY OF USE OF CLIENT TECHNOLOGY.

15. Indemnification.

15.1 Company will indemnify, defend and/or, at its option, settle any third party claims that Client's use of the specific Company Offering licensed or purchased by Client under this Agreement infringes any valid patent or copyright within the jurisdictions where Client is authorized to use the Company Offering. Company may, at its sole option and expense: (i) procure for Client the right to continue to use the Company Offering; (ii) repair, modify or replace the Company Offering so that it is no longer infringing; or if (i) and (ii) are not commercially practicable, (iii) provide a pro-rated refund of the fees paid for the Company Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Company is notified of the third-Party claim. If the Company Offering is Company Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

15.2 Company shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Company Offering except a modification by Company, (ii) if the Company Offering is not being used in accordance with Company's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Company published update or patch provided at no additional charge, or (iv) if the alleged infringement results from a combination of the Company Offerings with any third party product. The indemnifications contained herein shall not apply and Company shall have no liability in relation to any Company Offering produced by Company at the specific direction of Client. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CLIENT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.**

15.3 Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses as a result of a third party action alleging a bodily injury or death which arises from the provision of services under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.

15.4 Client agrees to indemnify and defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that any Client Data infringes or misappropriates such third party's intellectual property rights, or arising from Client's use of an Offering in violation of the Agreement, the Documentation, Schedule or applicable law (each a "Claim Against Company"), and Client will indemnify Company from any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a settlement approved by Client in writing of, a Claim Against Company.

15.5 Client shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Client Provided Materials by Company, (ii) if the alleged infringement would be avoided or otherwise eliminated by using materials provided by the Client to replace the infringing Client Provided Materials; or (iii) if the alleged infringement results from a combination of the Client Provided Materials and any third party products. **THE FOREGOING PROVISIONS STATE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY AND OBLIGATIONS OF CLIENT REGARDING CLAIMS OF INFRINGEMENT WITH RESPECT TO CLIENT PROVIDED MATERIALS UNDER THE AGREEMENT.**

15.6 The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

16. Limitation of Liability. CLIENT SHALL NOT BE ENTITLED TO, AND COMPANY SHALL NOT BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL

DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, REMOVAL, REINSTALLATION, OR REPROCUREMENT COSTS, LOSS OF PROFIT, REVENUE, DATA, CUSTOMERS, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE OR MALFUNCTION, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL CLIENT'S RECOVERY FROM THE COMPANY FOR ANY CLAIM EXCEED (I) THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR (II) THE AMOUNTS PAID FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THESE LIMITATIONS OF LIABILITY APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING TORT. THE COMPANY AND CLIENT ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND THAT THE PRICES OF SERVICES AND PRODUCTS ARE DETERMINED IN PART BY TAKING INTO ACCOUNT THE EXISTENCE OF THESE LIMITATIONS.

17. Insurance. Company and Client, respectively, shall be responsible, at their own cost and expense, for maintaining in effect types of insurance and amounts of insurance reasonably necessary to insure against claims, demands or actions arising out of or in relation to the Services provided pursuant to this Agreement.

18. Term & Termination

18.1 This Master Agreement shall continue in effect unless otherwise terminated in accordance with this section.

18.2 The initial term of each subscription and/or Assurance shall be as specified in the applicable Schedule. Subscriptions and/or Assurance will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant term. The per-unit pricing during any renewal term will increase to the then current list price. Except as expressly provided in the applicable Schedule, renewal of promotional pricing will be at Company's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the volume for any Company Offering has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

18.3 This Master Agreement and/or applicable Addendum(s) and/or the applicable Schedule may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) Client's failure to make payment within forty-five (45) days of when payment is due (c) upon insolvency of the other Party, if permitted by law.

18.4 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement or the Agreement. Excepting for termination based on Company's uncured material breach, all fees are non-cancellable and

non-refundable unless a pro-rated refund applies as provided in the applicable Addendum. In the event of a termination by Company for an uncured material breach by Client, all fees shall immediately become due and payable.

19. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and any arbitration proceeding shall be held within 25 miles of Santa Ana located in Orange County, California. Any judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Orange County, California. In the event that litigation or arbitration results from or arises out of this Agreement or the performance thereof, the parties agree that the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.

20. Miscellaneous.

20.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed by registered or certified mail, return receipt requested, and first-class postage prepaid, addressed to the party for whom it is intended, as listed above.

20.2 Integration by Amendments. This Agreement, including the exhibits referred to in this Agreement such as the Services Addendum which are hereby incorporated by reference; and other proposals or addendums which Client may be provided that incorporate this Agreement by reference which may include but are not limited to the (i) Penetration Tests Addendum, (ii) Security Risk Assessments SOW, (v) Lionetti Consulting, LLC Project SOW, contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and all prior agreements or understandings of the parties hereto are hereby revoked.

This Agreement may be amended or terminated only by a written instrument executed by the Company and Client. There are no agreements, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein.

20.3 Applicable Law. The validity, construction, performance, and effect of this Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws except where preempted by federal law.

20.4 Client Data. Client represents and warrants that (i) it has the right, including consent where required, to lawfully transfer to Company all Client Data and any other data or information related to Client's access or use of a Company Offering, (ii) its use of the Company Offerings does and at all times will comply with applicable law, including, but not limited to, the European Union General Data Protection Regulation; (iii) it is responsible and liable for all activities that occur in user accounts, and (iv) it shall not misuse any Company Offering by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

20.5 Headings. The headings in this Agreement are inserted for convenience of reference only and are not to be used in construing or interpreting any of the provisions of this Agreement.

20.6 Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided the purpose of this Agreement has not been frustrated by the severance of the invalid portions.

20.7 Assignment. The Agreement may not be assigned by Client without the prior written consent of Company, such consent not to be unreasonably withheld.

20.8 Import Export. Client acknowledges that the Company Offering(s) is subject to control under European and U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Client agrees that the Company Offering(s) will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Client has knowledge or reason to know that the Company Offerings are intended or likely to be used for such purpose.

20.9 Audit. Company reserves the right, on 30 days' notice to the Client, to conduct an audit remotely or onsite of Client and/or its Affiliates' facilities to verify Client's compliance with the terms of the Agreement. Company agrees that such audit shall be conducted during regular business hours at Client's offices and Company shall endeavor to conduct such audit so as not to interfere unreasonably with Client's activities. Company may use a mutually agreed upon independent third party to conduct the audit subject to terms of non-disclosure, if required by Client. Unless supported by reasonable suspicion of a deviation from the terms of the Agreement audits shall be no more frequently than once per calendar year.

20.6 Counterparts. This Agreement may be executed in any number of counterparts, any of which shall constitute the agreement between the parties.

SERVICES ADDENDUM

This Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between Company and Client. Any capitalized terms used in this Services Addendum shall have the meaning given in the Master Agreement unless otherwise provided herein.

1. **Definitions.**

1.1 **"Attendees"** means the participants authorized by the Client to attend Education classes or courses or as indicated in the Schedule.

1.2 **"Company Intellectual Property"** means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party.

1.3 **"Company Personnel"** means employees, sub-contractors or agents on behalf of Company that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

1.4 **"Course Materials"** means any Education content provided to Client in any media pursuant to a Schedule, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Company or a Company subcontractor.

1.5 **"Client Intellectual Property"** means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Client, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Company Intellectual Property.

1.6 **"Deliverables"** means items provided to the Client pursuant to an SOW.

1.7 **"Education"** means any standard or customized education offerings, training or instruction, or related services, provided by Company or a Company subcontractor in any format or location, including without limitation, (i) instructor led training, including at Company or Client site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a Company or third party training facility.

1.8 **"Prepaid Funds"** means a pool of funds prepaid by Client which may be applied to Services or Education pursuant to a mutually agreed upon Schedule.

1.9 **"Project Coordinator"** means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.

1.10 **“Services Documentation”** means the documentation provided to the Client pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.

1.11 **“Services”** means the professional services provided by Company or its designated subcontractors to the Client as set out in the relevant SOW.

1.12 **“SOW”** or **“Statement of Work”** means a description of Services to be provided or as referenced in the Schedule.

2. Services Offering.

2.1 Company will provide the Services as agreed in a SOW or Schedule, on the basis of time and materials, fixed price or staff augmentation each of which will be further described in the SOW.

2.2 Company will determine the resources required for the provision of the Services.

2.3 Client may request Company to change any particular Company Personnel assigned to the provision of the Company Services upon prior written notice provided that it can show reasonable cause for such request. Company will use reasonable efforts to replace such Company Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.

2.4 If a remote session is cancelled with less than a twenty four (24) hour notice, the scheduled time will be deducted from the consulting project hours. Multiple cancellations can result in the re-set of the business consultant and/or replacement back into the onboarding queue.

2.5 If an onsite engagement is cancelled with less than a ten (10) day notice, the amount equal to the scheduled time reserved and any travel & accommodation fees owed will be the responsibility of Client.

3. Education Offering.

3.1 Company will provide Education as agreed in a Schedule. The Schedule will indicate the courses or classes ordered, the number of Attendees and the location of the Education services, if applicable. Client is responsible for any travel costs and/or expenses incurred to attend Education.

3.2 Company may require the registration or pre-registration of Client’s Attendees in order to attend or access the applicable Education. Client acknowledges that Company has (or reserves) the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Schedule, as applicable.

3.3 If Company cancels a class, due to unforeseen circumstances, or low enrollment, Company will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Client may receive credit or reschedule the class to an alternative time

3.4 Cancellation in writing by Client must be provided at least fifteen (15) business days prior to the class. If such notice is not given Company may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.

4. Cooperation.

4.1 Each party acknowledges that the success of the Services requires the cooperation of both parties. Client and Company shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

4.2 Client acknowledges and agrees that in order for Company to effectively perform the Services in a timely manner, Client will cooperate with Company by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by Company for the completion of the Services; (ii) appropriate access to Client facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Client shall supply Company Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

4.3 Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

5. Fees and Expenses.

5.1 Client will pay to Company the fees, expenses and other charges as provided for or as defined in the Schedule.

5.2 Company will invoice expenses that are approved by Client in accordance with Company's expense policy, which may be provided to Client upon request.

5.3 The Services are to implement the pre-existing features and functions of Company Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Company software. Payment of license fees and/or support fees for Company software is not contingent upon Client receiving the Services.

5.4 Costs for Services are estimated. Fees for Services are based upon Company's understanding of the project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the project will be communicated to Client. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to the Schedule.

5.5 Client acknowledges and agrees that it must use Prepaid Funds within one (1) year from the effective date of the Schedule purchasing such funds. Any portion of Prepaid Funds unused following such period shall expire and not be subject to any refund or credit.

6. Intellectual Property Rights.

6.1 Client shall retain all rights in and to Client Intellectual Property, including all Client Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Client.

6.2 Company shall retain all rights in and to all Company Intellectual Property and such rights shall remain vested in Company.

6.3 If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.

6.4 Client shall have the right to modify or adapt the Deliverables as required or deemed appropriate by Client (“Modifications”), however any such Modification shall render void any warranties or indemnities provided by Company and its licensors or subcontractors.

6.5 Company grants to Client, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Company software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such Company software.

7. Warranty.

7.1 Company warrants that it will perform the Services and/or instructors will provide Education in a professional workman like manner.

7.2 Client shall provide written notice of a warranty claim within thirty (30) days of date of delivery (“Notice”) of the Services or Education claimed to be in breach of the above warranty. If Notice is not provided to Company that a breach occurred and/or if milestone or acceptance forms are signed by Client, then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

7.3 EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY COMPANY. THE WARRANTY REMEDY BELOW IS CLIENT’S EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH ABOVE.

8. Warranty Remedy. In the event of a breach by Company of the above Warranty section, Client’s remedy, at Company’s discretion and in consultation with Client, shall be to re-perform the Services and/or Education at no additional charge to Client or to refund the applicable fees paid

which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Client; and (ii) that the alleged breach did not result from Client's failure to abide by its obligations defined in the applicable Schedule or for its failure to follow the Services Documentation.

10. Change Request. Upon request by Client or Company, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

