

# MASTER SERVICES AGREEMENT (MSA)



MSA V1.3 REVISED 04/12/2023

This Master Services Agreement (“MSA”) is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and the Customer found on the applicable Quote (sometimes referred to as “you,” “your,” OR “Customer”). Collectively, these two entities are “the Parties”. The MSA, together with the Quote and relevant Service Attachments, forms the Agreement between the Parties.

WHEREAS, Customer desires to engage Centre Technologies to perform Services and/or purchase or license certain Products as defined herein; and

WHEREAS, the Parties shall recognize their respective roles and responsibilities for technical, administrative and physical requirements to protect the confidentiality, integrity and availability of the data in accordance with all relevant laws, regulations and industry standards.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed to do as follows:

## 1. DEFINITIONS

**Anniversary** – The first day of the Renewal period.

**Data Protection Agreement (“DPA”)** - This data processing agreement (DPA) is a legally binding document to be entered into between Centre and the Customer in writing or in electronic form. The DPA regulates the particularities of data processing related to the creation, receipt, maintenance, transmission, and/or storage of data between the Parties in accordance with relevant state, federal, and/or international laws and regulations.

**Products** - means all things, including but not limited to hardware, software, and/or specially manufactured goods, which are present in the Statement of Work.

**Project Services** - apply to the delivery of information technology Services, support, consulting, and functions as further described in a SOW that may be proposed and approved by the Parties.

**Quote** – is the document, delivered electronically, to the Customer containing the Term and specifics of the proposal of Product(s), Services, Project Services, and/or Supplemental Services. In the event that specific Services, Project Services, and/or Supplemental Services have a different Term, that Term will supersede the one in this MSA.

**Renewal** - the evergreen and automatic extension of any initial Term specified on a Quote for subsequent twelve (12) month terms following the expiration of the initial Term. Unless one Party provides written notice to the other Party of its intent to terminate at least sixty (60) days prior to the expiration of the initial Term or of the then current Renewal Term.

**Services** – the services, other than Supplemental Services and/or Project Services, to be delivered by Provider and the fees for those Services, and the specific terms applicable to those Services are described in the Quote or in one or more Service Attachments referencing this Agreement.

**Service Attachments (“SA”)** - a document containing the terms for one or more Services.

**Statement of Work (“SOW”)** – is a separate document that contains the description and work requirements for the scope of work to be performed.

**Supplemental Services** - are limited, additional services and equipment you may need on a “one-off” or emergency basis that are not included within the scope of the Services described in a Quote or the applicable Service Attachments.

**Term** – the length of time associated with particular Services, Project Services, and/or Supplemental Services. In the event that the Term differs between the

Quote and this Agreement, the Quote shall control. In the event that the Quote is silent as to the Term, this Agreement governs.

## 2. STATEMENT OF SERVICES

Except for Supplemental Services or Project Services and unless otherwise agreed in writing, the services we will deliver to you are limited to those Services specifically identified in the Quote, a SOW and/or described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and this Agreement, the terms in the Service Attachment control. In the event of any conflict between the terms of a Quote and any Service Attachment or this Agreement, the terms of the Quote control.

You will incur additional Service Fees for Supplemental Services. We will notify you of any such additional Service Fees and will obtain your approval prior to providing them. However, we have no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied. In addition, if we determine that any additional services you request would be inappropriate for treatment as Supplemental Services under this paragraph, we may deliver to you a proposed Service Attachment for Project Services or a Proposal prior to providing Supplemental Services.

Project Services specified in an approved SOW shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the Parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference.

Provider may decline to perform any services requested by the Customer that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

### Improvements to Services

You hereby assign to us any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or your users relating to any proposed improvements of or modifications to the Services.

## 3. FEES FOR SERVICES AND PAYMENT TERMS

### Service Fees

Fees for Services are set forth in Quote or Statement of Work. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider’s then-current rates. All fee increases and fees for ad hoc services must be approved in writing by Customer. All fees assume that

Customer equipment is under manufacturer warranty or maintenance contract.

Customer will be billed monthly based on the current number of active workstations, servers and network devices under management. A device will be considered active and under management if the device has been in contact with the provider's management console(s) at any time in the prior 60 days. Any device that has not contacted the provider's management console in the prior 60 days will be considered inactive and will be automatically removed from provider's management console. Once removed from the console, billing will cease for that device.

#### Adjustments to Service Fees

Except as may be specified in a Quote, we may adjust the Service Fees charged under this Agreement as follows:

- **End-User or Network Growth.** During the term of a Service, if the number of users or devices in your environment or the Service or Equipment types or quantities to be covered within the scope of the Quote exceeds the numbers, types or quantities previously ordered, we may apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of a Service, if the number of users or devices in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service is less than the numbers, types or quantities previously ordered, upon request, we will apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. Customer shall not be able to decrease the number, types or quantities below 90% of the initial amounts ordered in the Quote on an annual basis. You shall pay all Service Fees owed as they become due following any such adjustment.

Dormant PCs - Customers have the ability to put active PCs into a dormant state. Dormant PCs are machines that are still within their useful lifecycle but are considered dormant because they will not be needed by an active user for an extended period of time (i.e. more than 60 days). Customer agrees to notify Centre of machines that should be flagged as dormant by emailing help@centretechnologies.com with the names of the relevant PCs. Any PC that is in a dormant state will automatically be reactivated once it is powered back on. Dormant PCs will be excluded from management activities, and billing, until they are reactivated.

Decommissioned PCs - Decommissioned PCs are machines that need to be permanently removed from the customer environment. Examples would be machines that have been lost/stolen, damaged beyond repair or have failed. This also includes machines that are past their useful life. Any decommissioned PCs will automatically drop out of billing 60 days after last contact unless notification is provided by the customer to help@centretechnologies.com prior to that date.

You may opt out of certain services in the Centre Assist Secure Managed Services package if desired but opting out of baseline services will not alter the quoted fee structure.

"User" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Provider upon Customer's request). Users do not include any customers of Customer or other third parties.

"Device" means any equipment included in the Services, whether owned by Customer or provided by Provider for Customer's use, including, but not limited to computers, printers, servers, routers, and mobile or handheld microcomputers as well as the software necessary to operate such equipment.

- **Surcharges.** At any time after the parties sign a Quote, we may adjust our rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.

#### • Service Fee Rate Increases.

Thirty days before the Renewal of each Term, Provider shall give Customer a notice in writing of a change in the amount of Fee for Service to be effective for the succeeding twelve months commencing on the Anniversary date.

The Fee for Service may be increased, at Provider's discretion, each year by a percentage up to ten percent (10%) of the previous Term.

In the event that no notice is provided by Centre, the rate shall remain the same rate as the previous Term.

#### Pass-Through Expenses

Customer shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar business expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

- **Third Party Services.** Provider may audit Customer regarding any third-party services. Provider may increase any fees or termination costs that are passed to the Provider for those third-party services Customer used or purchased. Customer agrees that upon cancellation or termination, Customer shall pay all remaining third-party service fees and any additional third-party termination fees.
- **Off-Boarding.** Customer's cancellation, termination, or transition of the Services to Customer's control ("Off-Boarding") may trigger a billable project. Any Off-Boarding projects will be subject to a separate Order or Project Service Attachment or Statement of Work, which will be billed at Provider's then current rates. Half of the amount stated in the Off-Boarding Statement of Work shall be due upon commencement of the Off-Boarding process and the remainder shall be due upon completion of the Off-Boarding process consistent with Centre's Payment Terms.
- **Customer Delay.** If we are unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on your part including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Service Fees, which you shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.
- **Legal Hold.** If the Customer notifies Centre of a legal hold or other obligation for Centre to retain the Customer's data, Customer will be invoiced for associated additional costs in accordance with Centre's Payment Terms.

#### Payment Terms

You shall pay the full amount reflected on any invoice as owed to us on the first (1st) day of each month. Billing for partial months of Services ("Proration") is not allowed and shall be based on a full calendar month. Without waiving any of its other remedies, Provider reserves the right to suspend services if payment is not received within thirty (30) days following your receipt of that invoice. You shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within thirty (30) days following your receipt of that invoice (the "Payment Deadline").

ACH or other mutually agreed to electronic payment is the preferred method.

If you dispute in good faith all or any portion of the amount owed to us, or if you otherwise require any adjustment to an invoiced amount, you must notify us in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If we are unable to resolve the dispute prior to the Payment Deadline, you nevertheless shall pay the entire invoiced amount by the Payment Deadline. If we ultimately determine that such amount should not have been paid, we shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours (8 am to 6pm, Monday through Friday) or on holidays. Special rates are charged at our then prevailing rates, with one hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one (1) hour minimum.

#### **Suspension of Service**

If you fail to pay all amounts owed under this Agreement when due, then upon at least thirty (30) business days prior written notice, and in addition to any other remedies available to us, we may suspend Services and withhold Confidential Information (defined below) under this Agreement 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 validating that all components to be monitored and/or managed under any applicable Quote or Service Attachment comply with our level of security, updates and best practices. You shall pay a "Reactivation Fee" for such restoration equal to \$250.00. Our right to suspend Services under this section is in addition to our right to terminate this Agreement.

#### **Taxes**

All charges and fees owed under this Agreement 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 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.

### **4. TERM, RENEWAL, AND TERMINATION**

#### **Term**

This Agreement commences on the Service Start Date, and it will remain in effect through an initial term of twelve (12) months ("Initial Term") or until either party renews or terminates as permitted below. In the event that Services provide for different terms, the term and conditions in the Quote will control only for those specific Services.

If the Quote specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the calendar month in which such written notice is received by the other party.

#### **Renewal**

Renewal shall have the same meaning as set forth in Section 1 – Definitions.

CUSTOMER MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER AT: <https://centretechnologies.com/termnotice>

#### **Cure**

If Customer provides written notice of an alleged failure of the material obligations under this Agreement, Centre has thirty (30) days from receipt of the Customer's written notice, which is required to be sent to [grc@centretechnologies.com](mailto:grc@centretechnologies.com) to cure the issue in the written notice.

#### **Termination**

##### **Early Termination by Customer with Cause**

Customer may terminate this Agreement for cause following thirty (30) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- a. We fail to fulfill in any material respect of our obligations under this Agreement and/or fail to cure such failure within thirty (30) days following our receipt of your written notice.
- b. We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement).

##### **Early Termination by Customer Without Cause**

Customer may terminate this Agreement for any reason or no reason upon at least sixty (60) days advance, written notice given to the other party before

the end of the Term. However, termination of this Agreement will not, by itself, result in the termination of any Quote or Service Attachments, and this Agreement will remain in effect notwithstanding any notice of termination unless and until all Quotes and/or Service Attachments are terminated or expire according to their terms.

If an Initial Term is specified in the Quote, and if you have satisfied all of your obligations under this Agreement, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Agreement without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that you pay us a termination fee equal to one hundred percent (100%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Quote then in effect.

##### **Termination by Provider**

We may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment for less than thirty (30) days for illegal Customer conduct. Provider may suspend the Services upon ten (10) days if Customer violates third-parties' end user license agreement(s) regarding provided software. Provider may suspend the Services upon fifteen (15) days if Customer's action or inaction hinder Provider from providing the contracted Services.

##### **Effect of Termination**

Upon Termination or Off-Boarding, Customer shall have thirty (30) days to make payment in full of: (i) the Fees under this Agreement, and/or (ii) any Project Services Attachment or Statement of Work for Off-Boarding. Termination of Services, Project Services, and/or Supplemental Services for any reason by either party immediately nullifies all access to our services and Customer agrees to return any Provider Supplied Hardware within ten (10) days to Centre.

As part of any Off-Boarding process, Centre shall, at Customer's expense, transfer or transition to another provider, a true and exact encrypted copy of the Customer's data.

After thirty (30) days following termination of this Agreement by either party for any reason, and after confirming that Provider has either provided Customer with the Customer Data or that Customer does not want the Customer Data, Provider shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data on its systems or otherwise in its possession or under its control.

Provider may audit Customer regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Customer used or purchased while using the Services, Project Services, and/or Supplemental Services.

Customer agrees that upon Termination and/or Off-Boarding, Customer shall pay all remaining third-party service fees and any additional third-party termination fees associated with the Quote.

### **5. INDEPENDENT CONTRACTOR**

Unless otherwise agreed, we will perform all Services solely as an independent contractor and not as an employee, agent or representative of Customer.

### **6. INTELLECTUAL PROPERTY RIGHTS**

#### **Provider Works**

Unless specifically identified in a separate Statement of Work, any writing or work of authorship, regardless of medium, created or developed by Provider or Customer in the course of performance under this Agreement and related to existing works owned by Provider is a "Provider Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Customer hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Customer further hereby

irrevocably assigns to Provider all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

### Virtual Machine Configurations

All Customer virtual machine data shall belong to Customer. However, Customer agrees that all virtual machines and configurations of Customer's network shall belong to Provider as Provider's Intellectual Property, and Provider will not transfer to Customer any virtual machines or information regarding configurations. Customer also agrees to keep information regarding Provider's virtual machines and configurations confidential.

In the event that Third-Party costs, including but not limited to licenses, extend beyond the sixty (60) day advance, written notice requirement, the Customer shall incur the remaining Pass-Through Expenses.

### License to Provider Works

Provider hereby grants Customer a limited, non-exclusive, revocable, royalty-free license to use any Provider Works for Customer's internal business purposes only during the term of this MSA.

### License Restrictions

#### You shall not:

- Modify, copy or create derivative works based on the software, hardware, goods, and/or the related Services, Supplemental Services, and Project Services;
- Use the Services, Supplemental Services, or Project Services to build a product or service using similar ideas, features, functions or graphics of the Service; and/or
- Copy any ideas, features, functions or graphics of the Service. Additional license restrictions may be set forth in the Service Attachments.

## 7. PROVIDER-SUPPLIED HARDWARE

"Provider-Supplied Hardware" means any hardware and/or goods, including but not limited to 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. This provision does not apply when a Provider sells to Customer, procures on Customer's behalf, and/or that Customer otherwise holds title to or leases from another party through Provider.

Provider is and will remain the sole owner of any Provider-Supplied Hardware, which is provided on a rental or temporary basis only. Our agreement transfers to you no Provider-Supplied Hardware ownership rights of any kind.

We retain sole discretion to determine the appropriate Provider-Supplied Hardware and associated software and/or technology, if any, to be used at your location, provided that our determination does not materially impair the availability or delivery of services under this Agreement. We also retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Provider-Supplied Hardware.

You shall take reasonable care of the Provider-Supplied Hardware and shall not damage it, tamper with it, move or 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 Provider-Supplied Hardware, for all damage to or loss of the Provider-Supplied Hardware used at your location caused by you or your representatives.

You are responsible for providing the necessary power, secure and adequate network connection and appropriate environment to support the Provider-Supplied Hardware.

You shall not remove any sign, label or other marking on the Provider-Supplied Hardware identifying Provider as the owner of the Provider-Supplied Hardware. You do not acquire and will not acquire any rights of ownership in the Provider-Supplied Hardware by virtue of this Agreement, and you do not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Provider-Supplied Hardware.

On termination of any Agreement pursuant to which we deliver Provider-Supplied Hardware, you shall allow Provider and its employees and contractors reasonable access to your premises to remove the Provider-Supplied Hardware. Alternatively, upon our request, you shall return the Provider-Supplied Hardware to us via the carrier of our choice, for which we will pay all applicable packing shipping charges.

## 8. PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Provider-Supplied Hardware or provided by us to for installation on your computer equipment to facilitate the delivery of the related Services, Supplemental Services, and/or Project Services.

This Agreement does not transfer any right, title, or interest in the Software to you. Your use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to you upon request. We represent and warrant that we have all necessary rights to install and use that Software.

You shall not, and shall not permit any third party, to:

- Distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- Tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- Provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, and/or
- Reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

## 9. THIRD PARTY PRODUCTS RESOLD BY PROVIDER

Provider will provide, install and support third-party products resold by Provider listed on the Quote ("Third-Party Products"). Customer designates Provider as its agent to provide the Service to Customer, and to enter into any third-party relationship to provide the Third-Party Products to Customer. Use of Third-Party Products is subject to the applicable terms of use of the third-party provider, which Customer acknowledges and agrees that its responsibility is to understand the terms and comply with their use. Customer agrees to be bound by any applicable third-party provider agreements regarding terms or use or end user licensing, and Customer understands that any applicable agreement regarding terms of use or end user licensing is subject to change by any third-party provider without notice.

To the extent that Third-Party Products apply, Customer agrees to the terms and conditions for the specific Services, Project Services, and/or Supplemental Services, which are located at:

- <https://aws.amazon.com/agreement> ("AWS Service Schedule"); and/or
- <https://www.microsoft.com/licensing/docs/customeragreement> ("Microsoft Azure Service Schedule").

Service Schedule for Third-Party Products shall be deemed a part of and shall be incorporated by reference into this Agreement.

Provider will install remote access and remote monitoring and management software on Customer's Devices possibly other equipment at Customer's office. Customer grants permission to Provider to install any remote access or remote monitoring and management software deemed necessary by Provider.

## 10. SECURITY INTEREST

Provider retains a purchase money security interest in all Equipment sold by Provider to Customer, and in the proceeds of any resale of such Products, until the purchase price and any other charges due Provider have been paid in full. Customer agrees to cooperate, to the extent necessary, and authorizes Provider to file UCC-1 filing statements and/or further security agreements as

Provider may deem necessary to provide this protection to Provider. In the event of default hereunder, Provider reserves the entirety of its rights and remedies in and to the repossession and/or sequestration of the Products, as well as any and all other remedies allowed at law, including under the Texas Business and Commerce Code, or in equity to collect amounts due and owing hereunder.

## 11. CONFIDENTIALITY AND DISCLOSURE

### Confidential Information

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each of us shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to the following: confidential and proprietary business information including, but not limited to, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, inventions, proprietary information and business matters or affairs (including, but not limited to, information relating to disclosures, processes, systems, methods, formulas, patents, patent applications, machinery, materials, research activities and plans, business proposals, production cost data, contracts, forms, information concerning competitive strengths and weaknesses, intellectual property, trade secrets, promotional methods, customer preferences, customer account information, business plans and strategies, procedures, sales and pricing information, advertising information, product samples and designs, financial information, employee information, as well as information of a confidential or proprietary nature such as personally identifiable or protected health information received from customers, suppliers, contractors, licensors, joint ventures, employees and other collaborators), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including electronic or digital form), as well as multiple versions and copies of each. The aforementioned items' meanings shall be construed as set forth in the Texas Uniform Trade Secrets Act (TUTSA). Such Confidential Information shall include, for purposes of this Agreement, any such information not generally known by the trade or public, even though such information has been disclosed to one or more third Parties pursuant to licensing or distribution agreements or other agreements or collaborations entered into by either Party.

### Non-Confidential Information

**Notwithstanding the preceding provision, Confidential Information does not include:**

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

### Disclosure

Notwithstanding the preceding provisions, Provider may publicly refer to Customer, orally and in writing, as a Customer of Provider. Any other reference to Customer by Provider may be made only pursuant to a written agreement between the parties.

## 12. CUSTOMER COVENANTS AND OBLIGATIONS

### Assistance

Customer shall provide in a timely and professional manner, and at no cost to Provider, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by Provider to enable it to perform the Services (collectively, "Assistance"). Provider shall not be liable for any deficiency in performing the Services if such deficiency results from Customer's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager or contact person to interface with Provider during the course of Services.

### Cooperation and Shared Responsibility

Customer shall cooperate and have shared responsibility with Centre as reasonably necessary for the delivery of Products and performance of Services. These shared responsibilities include, but are not limited to the following: (i) providing Centre with access to all facilities, electricity, hardware, software, work space, and office support (e.g., telephone, internet access, etc.); (ii) ensuring that the premises are safe and commercially appropriate (e.g., free of any hazardous materials, installation of necessary power and climate control facilities); (iii) ensuring that Customer has obtained connection to and all necessary permissions or consents from any public or private network to which the Products are connected and any necessary permissions from government authorities and holders of real property rights; (iv) providing Centre with designated points of contact; (v) providing the minimum privileged account access level and password necessary to enable access to the Products; (vi) notifying Centre promptly of any changes made to such numbers or passwords; and (vii) promptly disabling privileged account access when no longer needed. Regarding Customer's on premises computer, networking and storage hardware and/or software, and subject to Customer's decision not to implement reasonable Centre written recommendations for adequate security controls, the Customer shall be responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and for regularly backing up its data and files in accordance with good computing practices. Customer shall share material cyber event details pursuant to the MNDA to assist Centre in risk mitigation. All items to be provided by Customer are at Customer's expense.

### Software Licensing

Unless specifically otherwise agreed to in an applicable Quote, Customer represents and warrants that Customer has title to or has a license or the right to use or modify the Software and has a license or right to permit Provider to use, access or modify any software that Customer has requested Provider to use, access or modify as part of the Services.

It is the Customer's responsibility to independently ensure that all software in use by Customer is properly licensed, and Customer agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software which is not properly licensed by Customer. Assistance with software audits or licensing compliance matters are billable at Provider's then current hourly rates.

### Unsupported Software

Provider shall not be responsible or liable to Customer for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software"). **THEREFORE, CUSTOMER AGREES TO HOLD HARMLESS PROVIDER FROM ANY LOSS, INJURY OR DAMAGE TO CUSTOMER OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CUSTOMER CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.**

### Provider Access

Customer shall supply Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services.

Broadband Internet access must be provided. Provider must be provided with secure remote access to covered equipment. Appropriate cabling to all covered computers and devices must be provided. Commercial grade air

conditioning and ventilation for all covered computers and devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers. Power surge protection must be provided for all covered computers and devices. Provider must be provided with convenient and timely access to the Equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment. Customer may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Customer's facility. Customer must agree to assign one employee to be liaison or contact person to Provider in order to make communications between both parties effective.

### Third-Party Obligations

Customer is responsible for any third-party vendor or service provider charges and to ensure Provider arranges for disconnection or termination. Customer is responsible for payment of charges related to the disconnection or termination of any related services with your current carrier(s) or service provider(s). Provider is not responsible for any act or omissions for third-party providers. Provider does not warrant beyond any warranty of any third-party services. In the event that a claim arises from any act or omission of a third-party provider, you agree that your sole remedy will be against that third-party.

### Appropriate Safeguards, Obligations, and Malicious Events

It is Customer's sole responsibility to implement appropriate physical, administrative, and technical safeguards that are not identified in the Quote. Wireless data traffic in the environment must be securely encrypted. Provider is not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network.

You have an affirmative obligation to protect your network environment, and to train your employees for spam, malware, virus protection, and prevention from criminal acts of third parties. Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold harmless provider for any activity affecting network security on your environment.

If network security is included within the Services to be provided by Provider, Provider agrees to use commercially reasonable efforts to protect Customer's network from malicious attack by computer viruses, computer worms and/or computer hackers (collectively, "malicious activities"). However, Customer understands that no security system can guaranty complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. **THEREFORE, CUSTOMER AGREES TO HOLD HARMLESS PROVIDER FROM ANY LOSS, INJURY OR DAMAGE TO CUSTOMER OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CUSTOMER CAUSED BY SUCH MALICIOUS ACTIVITIES.**

### Emergency Recovery and Restoration Services

**In the event of a cyberattack, including but not limited to a ransomware, Centre will provide a high-level assessment and a no-cost estimate to the Customer for any Product and/or Services, Project Service(s) and/or Supplemental Service(s) related to the recovery and restoration of Customer's infrastructure. Any and all costs associated with the recovery and/or restoration of the Customer's infrastructure are the responsibility of the Customer.**

### Theft of Service

Customer shall notify us immediately, in writing, by electronic mail or by calling the Provider customer support line, if Customer becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges to be billed to you. Customer will be liable for all use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting

from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out of a failure of your internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from your negligent or willful acts or those of an authorized user of your service. **THEREFORE, CUSTOMER AGREES TO HOLD HARMLESS PROVIDER FROM ANY LOSS, INJURY OR DAMAGE TO CUSTOMER OR ANY THEFT OF SERVICE AND OR CUSTOMER CAUSE BY SUCH THEFT OF SERVICE.**

### Customer Equipment

Customer Equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for Customer equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufacturer's warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

### Independent Backup

Unless specifically otherwise agreed to in an applicable Quote and/or SOW, Customer must maintain an independent backup of all files that are sent to either the cloud or a data backup service. An "Independent Backup" means out-of-band or not tied to the network.

A backup solution must be in place, with backup copies stored off-site. Unless specifically otherwise agreed to in an applicable Quote, it is the Customer's responsibility to verify that backups are made regularly, as well as the integrity of the backups. Provider shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure unless Provider was tasked to perform the backups. Customer will be solely responsible for all lost data if it has not maintained an adequate Independent Backup.

### Third-Party Criminal Activity

Provider is not responsible for criminal acts of third parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

### Viruses

Anti-virus solution must be in place, updated, with valid update subscription. Provider is not responsible for any harm that may be caused by Customer's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses, and/or similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

### Customer Data Security & Privacy

In addition to its other confidentiality obligations under an applicable Service Attachment, Provider shall not use, edit or disclose to any party other than Customer any Customer Data (defined below), except as otherwise requested by Customer, or required by court order or applicable law. For purposes of this provision, all data stored on the virtualized machines assigned to Customer, including locally stored personal data of individual employees, will be considered Customer Data by Provider.

As between Provider and Customer, all Customer Data is owned exclusively by Customer. Customer Data constitutes Confidential Information subject to the terms of the MSA. Provider may access Customer's User accounts or provisioned accounts, including Customer Data, solely to respond to service or technical problems or otherwise at Customer's request.

### Safety and Security Recommendations



Provider may make recommendations regarding safety and security related to Customer's network and practices. If Customer fails to adopt or implement the recommended protocols, Customer is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Customer's refusal to implement the recommended protocols.

### 13. DATA PROTECTION AND PRIVACY

#### Data Protection

The Parties agree that any electronic data or personal information submitted by Customer to Provider as a part of the Services, Supplemental Services, and/or Project Services ("Data") remains the property of Customer and/or its end user or other third party. The Parties agree that both will comply with all applicable United States data privacy and security laws that the Services are subject to and as stated herein.

The Parties shall utilize a risk-based security approach that includes appropriate administrative, physical and technical safeguards to protect Data, defined below, that are no less rigorous than accepted industry practices and will ensure that all such safeguards, including the manner in which Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and data security laws and regulations, as well as the terms and conditions of this Agreement, each Service Attachment and the DPA.

The terms set forth in this DATA PROTECTION AND PRIVACY section supersede any and all provisions or agreements relating to data security and/or offshore activities, whether written or oral, regardless of where they might be contained. Unless otherwise stated, the terms herein apply to data security and/or offshore activities maintained and managed by Provider.

Provider will implement and maintain throughout the term of this Agreement minimum security requirements materially as set forth in the SOC 2 Report for Provider.

Customer and Provider must comply with all laws and regulations applicable to its use of the Services, Project Service(s) and/or Supplemental Service(s) including laws related to biometric data, confidentiality of communications, and data protection requirements. Customer is responsible for determining whether the Services, Project Service(s) and/or Supplemental Service(s) are appropriate for storage and processing of information subject to any specific law or regulation and for using the Services, Project Service(s) and/or Supplemental Service(s) in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third-party regarding Customer's use of a Service, Project Service(s) and/or Supplemental Service(s).

Provider does not determine whether Customer's data includes information subject to any specific law or regulation. All security incidents are subject to the relevant law or regulations applicable to its use for the Services listed below.

#### Data Processing Agreement

To the extent applicable, (i) the Parties are required to comply with the California Consumer Protection Act ("CCPA"), as amended, Gramm Leach Bliley Act ("GLBA"), Health Insurance Portability and Accountability Act ("HIPAA"), similar federal or state data privacy and/or data protection regulation ("Laws"), and (ii) Customer must enter into an applicable agreement with Provider in the form of a data processing agreement (the "Data Processing Agreement" or "DPA"). For clarity, "Laws" will include any rules, regulations, codes, orders, decrees, and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing that relate to privacy, data protection or data transfer issues, including all implementing laws, ordinances, regulations, or guidelines including, without limitation the Financial Modernization Act (Gramm-Leach-Bliley Act) of 2000, as amended; the Identity Theft Red Flag Rules under the Fair and Accurate Credit

Transactions Act of 2003; the Privacy Act of 1974, as amended; the Privacy Protection Act of 1980, as amended; the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; the Health Information Technology for Economic and Clinical Health (HITECH) Act; the California Consumer Privacy Act of 2018, the California Privacy Rights Act, and all applicable state privacy, security, data protection and destruction, and data breach notification statutes and regulations, including without limitation, the National Institute of Standards and Technology (NIST) Special Publication 800-53B Control Baselines for Information Systems and Organizations and the Centre for Internet Security (CIS) Controls for WISP Guidance.

### 14. PROVIDER REPRESENTATIONS AND SERVICE WARRANTY

#### Provider Representations

Provider monitors the availability and performance of its internal firewall and network security. This process involves monitoring for intrusion attempts and potential security breaches. In an attempt to minimize a possible compromise of security, the Services and applications exposed to the Internet on Provider's servers are periodically updated with available critical security hotfixes and critical security patches. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

#### Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment. All Services will be deemed to be accepted unless Customer notifies Provider in writing within fifteen (15) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Customer in writing that the non-conformities have been corrected.

### 15. DISCLAIMER OF WARRANTY

**PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CUSTOMER OR A THIRD PARTY.**

**FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.**

**TO THE EXTENT NOT PROHIBITED BY LAW, CUSTOMER ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.**

**PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES,**

INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN YOU AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN YOU AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT AS YOUR USE OF SUCH SERVICES. IF YOU PURCHASE, ENABLE OR ENGAGE ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, YOU ACKNOWLEDGE THAT COMPANY MAY ALLOW PROVIDERS OF THOSE THIRD-PARTY SERVICES TO ACCESS YOUR DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. YOU REPRESENT AND WARRANT THAT YOUR USE OF ANY THIRD-PARTY SERVICE SIGNIFIES YOUR INDEPENDENT CONSENT TO THE ACCESS AND USE OF YOUR DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDER'S CONTROL. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

#### Compliance with Laws

The Parties shall comply with all relevant laws applicable to Customer or in Customer's industry.

### 16. NON-COMPETITION AND NON-SOLICITATION

Parties shall not solicit the other Party's employee with whom they have had direct contact in connection with the Services for employment with the other Party or with any other person during the Term of this Agreement and for twelve (12) months following termination of this Agreement. Notwithstanding the foregoing, Parties shall not be precluded from conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation.

You acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, you shall make a one-time payment to Provider in the amount of fifty percent (50%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employees' time and costs. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

### 17. DISPUTE RESOLUTION

#### Arbitration Procedures

Each of us shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"), <https://www.adr.org>. The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each of us will bear our own expenses, but we shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Harris County, Texas, or at another location upon which we may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for your failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

#### Period for Bringing Claim

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

#### Continued Service

Unless Provider is bringing an action for your failure to make payments for Services not otherwise in dispute, we will continue to provide Services under this Agreement, and you shall continue to make payments to us, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

#### Attorneys' Fees

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, if Provider is prevailing party in such dispute we will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

### 18. INDEMNIFICATION

#### By Customer

Customer shall defend, indemnify, and hold harmless Provider against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that you have requested that we use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; and/or
- Any claim related to non-compliance with Section 12, herein, in which Customer's use of the Services violates any law or standard.

You further shall pay any judgments or settlements based on any such claims.

#### By Provider

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold harmless Customer from and against all loss, liability, and Provider's grossly negligent act, error, or omissions.

### 19. LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING YOUR REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION,



TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY YOUR ACCESS TO THIRD PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. YOU AGREE THAT THE TOTAL LIABILITY OF PROVIDER AND YOUR SOLE REMEDY FOR ANY CLAIMS REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS IN SECTION APPLICABLE INSURANCE COVERAGE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CUSTOMER BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

## 20. INSURANCE

**Customer Obligations:** Customer shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers compensation coverage, and first party cyber liability.

**Provider Obligations:** Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (US \$1,000,000). Customer's insurance shall be primary over Provider's insurance. Customer agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees.

## 21. GENERAL

### Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Quote.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

### Force Majeure

We will not be liable for any failure of performance of the Services due to causes beyond our reasonable control, including, but not limited to, fire, flood, electric power interruptions, national emergencies (including pandemics), 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 Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written

notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Customer shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

### 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.

### Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, either party may assign or otherwise transfer its rights, interests and obligations under this Agreement without your consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities.

If Customer transfer its rights, interests and obligations under this Agreement with Provider consent in the event of a change in control of 50% or more of the equity of Customer, the sale of substantially all the assets of Customer, or the restructuring or reorganization of Customer or its affiliate entities, this Agreement shall transfer to the new party in control of Customer, including all benefits and liabilities. In addition, unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, we will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, we will remain solely responsible for the fulfillment of all of our obligations under this Agreement. This Agreement is binding upon the Parties, their successors and permitted assigns.

### Marketing

Customer hereby grants Provider the right to reference Customer's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new Customers, so as to identify Customer as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure. In the event that the Customer declines to agree to grant Centre these rights related to marketing, Customer must provide Centre, through Centre's Account Executive, with written notice within three (3) days of executing this MSA.

### Notifications and Alerts

Customer hereby grants Provider the right to utilize Customer information to send alerts, notifications, news, and general correspondence to Customer to provide the Services.

### 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 Agreement.

### Amendment

Provider may, from time to time, in its sole discretion, and for any reason, amend the Quote, the Master Services Agreement and any Service Attachments posted on our web page. However, the Master Services Agreement and Service Attachments in effect as of the date that you sign the Quote are the agreements that will govern our relationship until this Agreement expires or one of us terminates it. This Agreement may be modified or amended only by a writing signed by both parties.

### Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas.

**Severability**

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

**Third-Party Beneficiaries**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

**Counterparts; Electronic Signatures**

This agreement 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 this Agreement may be executed by providing an electronic signature of this Agreement under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 *et. seq.*, or the Texas Uniform

Electronic Signatures Act, Tex. Bus. & Com. Code §322 *et seq.* and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person. Electronic signatures will be treated as acceptance of the Agreement. An executed copy of this Agreement will be retained by Provider in electronic record form and can be reproduced for Customer upon request.

**Entire Agreement**

This Master Services Agreement, the Quote, the Service Attachments, and any other attachments thereto (collectively, the "Agreement") set forth our entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

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