

Genuine Technology Group, Inc.

Master Services Agreement

The following terms and conditions govern the relationship between Genuine Technology Group, Inc. (“GTG”) and your entity (“Client”), and limits GTG’s liability for any services or products GTG provides Client. GTG and Client are referred to collectively as the “Parties.” Please read these terms carefully and keep a copy for Client’s records.

1. SCOPE; SERVICES

- 1.1. Scope.** This Master Services Agreement (this “Agreement”) governs all services that GTG performs for Client, as well as any licenses, services, or products that GTG sells or re-sells to Client (collectively, the “Services”).
- 1.2. Quotes.** The Services are not described in this Agreement; instead, GTG may perform a requested or required service for Client or, from time to time, GTG may provide Client with a quote, proposal, service order, or similar electronic document (“Quote”) proposing the Services. The Quote may have one or more additional documents attached to it, such as a statement of work or statement of services (each a “Service Statement”), that further defines or describes the scope and provision of the Services. By accepting the Quote, Client agrees to the terms of each Service Statement and the terms of this Agreement. If Client does not agree to the terms of the Service Statement and this Agreement, then Client should not accept the Quote.
- 1.3. Versioning.** The version of this Agreement can be identified by the “Last Updated” reference located at the bottom of this document. Upon agreeing to an SOW, Client should review this document and note the version of this Agreement that applies to that particular SOW.
- 1.4. Conflict.** If there is a specific, material difference or a direct conflict between the language in a Quote or Service Statement on the one hand, and the language in this Agreement on the other, then the language of the Quote or Service Statement (as applicable) will control. If there is a direct conflict between the language in a Quote and a Service Statement, then the Quote will control.

2. GENERAL REQUIREMENTS

- 2.1. Environment.** As used in this Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) acquired, installed, maintained, monitored, or operated by GTG for Client or on Client’s behalf. To avoid a delay or negative impact on GTG’s provision of the Services, during the term of the Services GTG strongly advises Client to refrain from modifying or moving the Environment or installing software in the Environment, unless GTG expressly authorizes such activity. GTG also requests that Client notify GTG if Client replaces any of Client’s personnel who are involved with the administration, operation, or maintenance of the Environment for Client, such as the replacement of Client’s IT personnel in co-managed situations. In all situations (including those in which GTG is co-managing an Environment with Client’s internal IT department), GTG will not be responsible for changes to the Environment that are not authorized by GTG or issues that arise from those changes.
- 2.2. Requirements.** Everything in the Environment must be genuine and licensed, including all hardware, software, etc. If GTG asks for proof of authenticity and/or licensing, Client must provide GTG with such proof. If GTG’s Services require certain minimum hardware or software requirements as indicated in a Quote or Service Statement (“Minimum Requirements”), Client agree to implement and maintain those Minimum Requirements as an ongoing requirement of GTG providing the Services to Client.
- 2.3. Updates.** Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to GTG from time to time for installation into the Environment. If Updates are provided to Client as part of the Services, GTG will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) GTG does not warrant or guarantee that any Update will perform properly, (ii) GTG will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) GTG reserves the right, but not the obligations, to refrain from installing an Update until GTG has determined, in GTG’s reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.
- 2.4. Third Party Support.** If, in GTG’s discretion, a hardware or software issue requires vendor or OEM support, GTG may contact the vendor or OEM (as applicable) on Client’s behalf and invoice Client for all fees and costs involved

in that process. If the fees or costs are anticipated in advance or exceed \$500, GTG will obtain Client's permission before incurring such expenses on Client's behalf unless exigent circumstances require GTG to act otherwise.

- 2.5. Advice; Instructions.** From time to time, GTG may provide Client with specific advice and directions related to the Services ("Advice"). For example, GTG's Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or requesting that Client refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. Client is strongly advised to promptly follow GTG's advice which, depending on the situation, may require Client to make additional purchases or investments in the Environment at Client's sole cost. GTG is not responsible for any problems or issues (such as downtime or security-related issues) caused by Client's failure to promptly follow GTG's Advice. If, in GTG's discretion, Client's failure to follow GTG's Advice renders part or all of the Services economically or technically unreasonable to provide, then GTG may terminate the applicable Services for cause by providing notice of termination to Client. Unless specifically and expressly stated in writing by GTG (such as in a SOW), any services required to remediate issues caused by Client's failure to follow GTG's Advice, or Client's unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope.
- 2.6. Prioritization.** All Services will be performed on a schedule, and in a prioritized manner, as GTG deems reasonable and necessary. Exact commencement or start dates may vary or deviate from the dates GTG states to Client depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
- 2.7. Authorized Contact(s).** GTG may rely on any directions or consent provided by Client's personnel or representatives who are authorized to provide such directions or consent ("Client Authorized Contacts"). If no Client Authorized Contact is identified in an applicable SOW or if a previously identified Client Authorized Contact is no longer available to GTG, then Client's Client Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by Client to provide GTG with direction or guidance. GTG may rely upon directions and guidance from Client's Client Authorized Contact until GTG is affirmatively made aware of a change of status of the Client Authorized Contact. Changes to Client's Client Authorized Contact must be provided to GTG in writing (email is sufficient) and will not be effective until confirmed by GTG. Do not leave a recorded message for GTG informing GTG of a change to Client's Client Authorized Contact. GTG reserves the right, but not the obligation, to delay the Services until GTG can confirm the Client Authorized Contact's authority within Client's organization.
- 2.8. Insurance.** If Client is supplied with hardware or accessories on a rental, license, or temporary basis ("GTG Equipment"), then Client agrees to acquire and maintain, at Client's sole cost, insurance for the full replacement value of that those items. GTG must be listed as an additional insured / loss payee on any policy acquired and maintained by Client under this Agreement, and the policy will not be canceled or modified during the term of the applicable Services without prior notification to GTG. Upon GTG's request, Client agrees to provide proof of insurance to GTG, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

3. FEES; PAYMENT

- 3.1. Fees.** Client agrees to pay the fees, costs, and expenses charged by GTG for the Services as described in each Quote and Service Statement. Client is responsible for sales tax and any other taxes or governmental fees associated with the Services. If Client qualifies for a tax exemption, Client must provide GTG with a valid certificate of exemption or other appropriate proof of exemption. Client is also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- 3.2. Schedule.** All fees will be due and payable in advance of the provision of the Services unless otherwise indicated in the Quote or Service Statement. If applicable, recurring payments made by ACH will be deducted from Client's designated bank account on the first business day of the month in which the Services are to be provided, or if applicable, Client's designated credit card will be charged on the first business day of the month in which the Services are to be provided. Generally, all prices anticipate automatic monthly recurring payment by Client. Payments by any other methods may result in increased fees or costs.
- 3.3. Nonpayment.** Fees that remain unpaid for more than fifteen (15) days after the date on the applicable invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of

either 1% per month or the maximum allowable rate of interest permitted by applicable law. GTG reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to Client in the event that any portion of undisputed fees are not timely received by GTG. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to fees must be received by GTG within sixty (60) days after the applicable Service is rendered or the date on which Client pays an invoice, whichever is later; otherwise, Client waives Client's right to dispute the fee thereafter. A re-connect fee of up to five percent (5%) may be charged to Client if GTG suspends the Services due to Client's nonpayment.

4. ACCESS

Client hereby grants to GTG and GTG's designated third party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable GTG or GTG's vendors, as applicable, to provide the Services. Depending on the Service, GTG may be required to install one or more software agents into the Environment through which such access may be enabled. It is Client's responsibility to secure, at Client's own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for GTG or its vendors to provide Services to the Environment and, if applicable, at Client's designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by Client at all times. GTG shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

5. LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

5.1. Hardware & Software Purchased Through GTG. All equipment, machines, hardware, software, peripherals, or accessories purchased through GTG ("Third Party Products") are generally nonrefundable once the item is obtained from GTG's third party provider or reseller. If Client desires to return a Third Party Product, then the third party provider's or reseller's return policies shall apply. GTG does not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided. Client will be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller. GTG will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and GTG will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided "as is" and without any warranty whatsoever as between GTG and Client (including but not limited to implied warranties).

5.2. Liability Limitations. This paragraph limits the liabilities arising from the Services as well as the liabilities arising under this Agreement and any SOW and is a bargained-for and material part of GTG's business relationship with Client. Client acknowledges and agrees that GTG would not provide any Services, or enter into any SOW or this Agreement, unless GTG could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to GTG), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any SOW, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below), Client's indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by Client (excluding hard costs for licenses, hardware, etc.) to GTG for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued or \$5,000, whichever is greater. The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the

Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims.

6. INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party (an "Indemnified Party") harmless from and against all losses, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

7. TERM; TERMINATION

7.1. Term. This Agreement begins on the date on which GTG provides a Service to Client or Client accepts a Quote (whichever is earlier) and continues until terminated as described in this Agreement. Each Quote will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the Quote. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. Be aware that a Quote and/or a Service Statement may provide for auto-renewal; please review your documents carefully.

7.2. Termination Without Cause. Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Quote without cause prior to the Quote's natural (i.e., specified) expiration date. Notwithstanding the foregoing, if GTG decides to cease providing a service to its customers generally, then GTG may terminate an applicable Quote (or the applicable portion of the Quote) without cause by providing no less than one hundred and twenty (120) days prior written notice to Client. If Client terminates the Services under a Quote without cause and without GTG's consent, then Client will be responsible for paying the termination fee described in the "Termination for Cause" section, below. If no Services under a Quote are in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

7.3. Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Service Statement, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If GTG terminates this Agreement or any Quote For Cause, or if Client terminates any Services under a Quote without cause prior to such Quote's expiration date, then GTG shall be entitled to receive, and Client agrees to pay to GTG, all amounts that would have been paid to GTG had this Agreement or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If Client terminates this Agreement or a Quote For Cause, then Client will be responsible for paying only for those Services that were delivered properly and accepted by Client up to the effective date of termination.

7.4. Client Activity as a Basis for Termination. In the event that Client or any of Client's staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to Client, then in addition to GTG's other rights under this Agreement, GTG will have the right upon providing Client with ten (10) days prior written notice, to terminate this Agreement or the applicable Quote For Cause or, at GTG's discretion and if applicable, amend the applicable Quote to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

7.5. Consent. Client and GTG may mutually consent, in writing, to terminate a Quote or this Agreement at any time.

7.6. Equipment & Software Removal. Upon termination of this Agreement or applicable Quote for any reason, Client will provide GTG with access, during normal business hours, to Client's premises or any other locations at which

GTG Equipment is located to enable GTG to remove all GTG Equipment from the premises. If Client fails or refuses to grant GTG access as described herein, or if any of the GTG Equipment is missing, broken or damaged (normal wear and tear excepted) or any of GTG-supplied software is missing, GTG will have the right to invoice Client for, and Client agrees to pay immediately, the full replacement value of all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). Client agrees not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless GTG explicitly directs Client to do so.

7.7. Transition; Deletion of Data. If Client requests GTG's assistance to transition away from GTG's services, GTG will provide such assistance if (i) all fees due and owing to GTG are paid to GTG in full prior to GTG providing its assistance to Client, and (ii) Client agrees to pay GTG's then-current hourly rate for such assistance, with up-front amounts to be paid to GTG as GTG may require. The retrieval and provision of passwords, log files, administrative server information, and/or conversion of data are transition services subject to the preceding requirements. Any software configurations that GTG custom creates or programs for Client is GTG's proprietary information and shall not be disclosed to Client under any circumstances. Unless otherwise expressly stated in a Quote or Service Statement, GTG will have no obligation to store or maintain any Client data in GTG's possession or control beyond ten (10) calendar days following the termination of this Agreement or the applicable Services. GTG will be held harmless for, and indemnified by Client against, all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, GTG's deletion of Client's data beyond the time frames described in this section.

8. RESPONSE; REPORTING

8.1. Response. GTG responds to any notification received by GTG of any error, outage, alarm, or alert pertaining to the Environment in accordance with the priority table(s) supplied to Client by GTG. In no event will GTG be responsible for delays in GTG's response or GTG's provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which GTG is required to suspend the Services to protect the security or integrity of the Environment or GTG's equipment or network, or (iv) delays caused by a force majeure event.

8.2. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by GTG but which will not occur between the hours of 8:00 AM and 6:00 PM Pacific Time, Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time GTG will perform scheduled maintenance or adjustments to the Environment. GTG will use GTG's best efforts to provide Client with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

8.3. Client-Side Downtime. GTG will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Client's actions or omissions ("Client-Side Downtime"). Client-Side Downtime includes, but is not limited to, any time during which GTG requires Client's participation or GTG requires information, directions, or authorization from Client but cannot reach Client's Authorized Contact(s).

8.4. Vendor-Side Downtime. GTG will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

8.5. Expenses. Any costs or expenses that GTG incurs by providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages ("State of Emergency") will be invoiced and payable by Client. Such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide the Services to Client.

8.6. Transition Exception. Client agrees that for the first forty-five (45) days following the commencement date of any Service, as well as any time during which GTG is performing off-boarding-related services (e.g., assisting Client in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to Client will not apply to GTG, it being understood that there may be unanticipated downtime or delays related to those activities (the "Transition Exception").

9. CONFIDENTIALITY

- 9.1. Defined.** For the purposes of this Agreement, Confidential Information means all non-public information provided by one party (a “Discloser”) to the other party (a “Recipient”), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- 9.2. Use.** The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.
- 9.3. Due Care.** The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- 9.4. Compelled Disclosure.** If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser’s compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser’s expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.
- 9.5. Additional NDA.** In GTG’s provision of the Services, Client and GTG may be required to enter into one or more additional nondisclosure agreements (each an “NDA”) for the protection of a third party’s Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

10. ADDITIONAL TERMS; THIRD PARTY SERVICES

- 10.1. EULAs.** Portions of the Services may require Client to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required to provide the Services to Client, then Client grants GTG permission to accept the EULA on Client’s behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, GTG is required to comply with a third-party EULA and the third-party EULA is modified or amended, GTG reserves the right to modify or amend any applicable SOW with Client to ensure GTG’s continued compliance with the terms of the third-party EULA.
- 10.2. Third Party Services.** Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third-party vendors, manufacturers, or providers (“Third Party Provider”). Third Party Providers may provide services such as data hosting services, help desk services, malware detection services, domain registration services, and data backup/recovery services (each, a “Third Party Service”). Not all Third-Party Services will be expressly identified as being provided by a Third-Party Vendor, and at all times GTG reserves the right to utilize the services of any Third-Party Provider or to change Third-Party Providers in GTG’s sole discretion as long as the change does not materially diminish the Services that GTG is obligated to provide to Client. Client agrees that Third-Party Providers are not GTG’s contractors, subcontractors, or otherwise under GTG’s managerial or operational control. While GTG will endeavor to facilitate a workaround for the failure of a Third-Party Service, GTG will not be responsible, and will be held harmless by Client, for any failure of any Third-Party Service as well as the failure of any Third-Party Provider to provide such services to GTG or to Client.

10.3. Data Loss. Under no circumstances will GTG be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) GTG's failure to backup or secure data from portions of the Environment that were not expressly designated to receive such services in the Quote. Unless expressly stated in writing by GTG, GTG does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

10.4. BYOD. Client agrees that GTG is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by Client. Unless otherwise stated in writing by GTG, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to GTG and are not expressly covered under a managed service plan from GTG ("Unknown Devices"). GTG will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and GTG will not be obligated to provide the Services to any Unknown Devices.

10.5. Equipment. All GTG Equipment is licensed to Client and is neither owned by Client nor leased to Client. All configurations on the GTG Equipment are GTG's proprietary information and will not be circumvented, modified, or removed by Client without GTG's prior written consent. Upon the termination of applicable Services, Client's license to use the GTG Equipment shall immediately terminate and thereafter all GTG Equipment must be returned to GTG immediately at Client's expense. If Client is required to ship GTG Equipment to GTG, then Client agrees to package the equipment with sufficient protection to protect the equipment from damage during shipment. Client will be responsible for the full replacement value of any GTG Equipment that is not returned to GTG, or which is returned to GTG broken, damaged (normal wear and tear excepted) or missing parts.

10.6. Marketing. Upon GTG's written request and subject to Client's prior written consent, which shall not be unreasonably withheld or delayed, Client agrees to serve as a reference for GTG in connection with its marketing and promotional efforts. Such reference may include, but is not limited to, providing testimonials, participating in case studies, and permitting GTG to use Client's name and logo in its marketing materials, subject to any branding guidelines provided by Client. GTG shall provide Client with a draft of any proposed marketing materials containing Client's name, logo, or other identifying information for Client's review and approval prior to publication or distribution. Client's consent for specific marketing use may be withdrawn at any time by providing written notice to GTG, and GTG shall promptly remove or cease the use of Client's name, logo, or other identifying information in accordance with Client's instructions.

11. OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Quote or Service Statement, shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party. For the purposes of clarity, Client agrees that GTG owns any software, codes, algorithms, or other works of authorship that GTG creates while providing the Services to Client. If GTG provides licenses to Client for third-party software, then Client agrees that such software is licensed, and not sold, to Client. Client is allowed to use such third-party software subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to Client by GTG, and (iv) any applicable EULA; no other uses of such third-party software are permitted. To the maximum extent permitted by applicable law, GTG makes no warranty or representation, either expressed or implied with respect to third-party software or its quality, performance, merchantability, or fitness for a particular purpose.

12. ARBITRATION

Except for undisputed collections actions to recover fees due to GTG ("Collections"), any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation may help the Parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland, Inc. or any mediator selected by the parties. Any such mediation and/or arbitration shall occur in

Washington County, Oregon, unless the Parties mutually agree on some other location. Initially, the cost of the arbitration shall be split evenly between the Parties; however, the Party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

13. MISCELLANEOUS

13.1. Compliance. Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

13.2. Disclosure. Client knows of no law or regulation governing Client's business that would impede or restrict GTG's provision of the Services, or that would require GTG to register with, or report GTG's provision of the Services (or the results thereof), to any government or regulatory authority. Client agrees to promptly notify GTG if Client becomes subject to any of the foregoing which, in GTG's discretion, may require a modification to the scope or pricing of the Services. Similarly, if Client is responsible under any applicable privacy law or security regulation or certification (such as HIPAA or CMMC), then Client agrees to identify to GTG any data or information subject to protection under that law prior to providing such information to GTG or, as applicable, prior to giving GTG access to such information.

13.3. Virtual Security. Client agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. GTG does not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Service Statement, GTG will not be responsible for activating multifactor authentication in any application in or connected to the Environment. Client is strongly advised to (i) educate Client's employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by GTG's intentionally malicious behavior or GTG's gross negligence, GTG is held harmless from any costs, expenses, or damages arising from or related to such incidents.

13.4. Physical Security. Client agrees to implement and maintain reasonable physical security for all managed hardware and related devices in Client's physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

13.5. Non-Solicitation. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.

- 13.6. Collections.** If GTG is required to send Client's account to Collections or to start any Collections-related action to recover undisputed fees, GTG may recover all costs and fees GTG incurs in the Collections process including but not limited to reasonable attorneys' fees and costs.
- 13.7. Assignment.** Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, GTG may assign GTG's rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of GTG's business, or any other transaction in which ownership of more than fifty percent (50%) of GTG's voting securities are transferred; provided, however, that such assignee expressly assumes GTG's obligations hereunder.
- 13.8. Amendment.** Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any Quote will be valid or binding upon the parties unless such amendment or modification is originated in writing by GTG, specifically refers to this Agreement or the Quote being amended and is accepted in writing (email or electronic signature is acceptable) by Client.
- 13.9. Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service, this Agreement or any Quote (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- 13.10. Severability.** If any provision hereof or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.
- 13.11. Other Terms.** GTG will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by Client unless GTG has expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- 13.12. No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- 13.13. Merger.** This Agreement, together with all Quotes and each applicable Service Statement, sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that Client has or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement, or statement of intention has been made by either Party which is not embodied herein. GTG will not be bound by any of GTG's agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote or Service Statement. Any document that is not expressly and specifically incorporated into this Agreement or a Quote will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.
- 13.14. Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- 13.15. Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full

- 13.16. Insurance.** GTG and Client will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any Quote, including but not limited to, workers compensation and general liability. GTG agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. The insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- 13.17. Governing Law; Venue.** This Agreement and all Services will be governed by, and construed according to, the laws of the state of Oregon. Client irrevocably consents to the exclusive jurisdiction and venue of Washington County, Oregon, for all claims and causes of action arising from or related to this Agreement.
- 13.18. No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third-party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- 13.19. Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.
- 13.20. Business Day.** If a time-period set forth in this Agreement expires on a day other than a business day Washington County, Oregon, such period will be extended to and through the next succeeding business day in Washington County, Oregon.
- 13.21. Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may must be sent either by overnight courier or email. Notice will be deemed delivered one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.
- 13.22. Independent Contractor.** GTG is an independent contractor, and is not Client's employer, employee, partner, or affiliate.
- 13.23. Contractors.** Generally, GTG does not utilize contractors to perform onsite services (such as equipment installation, network wiring, etc.); however, should GTG elect to contract a portion of onsite services to a third-party, GTG will guarantee that work as if GTG performed the work itself. In addition, Client agrees that Third-Party Services are not considered to be subcontracted services, and providers of Third-Party Services are not GTG's contractors or subcontractors.
- 13.24. Data & Service Access.** Some of the Services may be provided by persons outside of the United States and/or Client's data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. Client agrees to notify GTG if Client's company requires GTG to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.
- 13.25. Counterparts.** The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

Last Updated: December 2022