



## MASTER SERVICES AGREEMENT

PREPARED FOR:

# MASTER SERVICES AGREEMENT

This Agreement is between Millennium Technology Group, Inc., a Florida company (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and \_\_\_\_\_ (sometimes referred to as “you,” “your,” OR “Client”), as of the date signed below by both parties (the “MSA Effective Date”).

The parties agree as follows:

## AUTHORIZATION TO PERFORM SERVICES

You hereby authorize the Provider to perform diagnostics, repair and installation services on your Product (PC's, Servers, Software, etc.). You agree to pay for such Work in accordance with the terms and conditions of this Agreement.

## STATEMENT OF SERVICES

### Service Attachments

The services to be delivered by Provider (the “Services”) and the fees for those Services, and the specific terms applicable to those Services are described in one or more Service Attachments referencing this Agreement.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services we will deliver to you are limited to those Services specifically identified in the Service Order and 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.

### Supplemental Services

“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 the Service Attachments. 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.

### Project Services

In some cases, you may ask us to deliver services outside the scope of any Service Attachment and inappropriate for treatment as Supplemental Services. Examples of such services include system upgrades or application upgrades. In those cases, we will prepare a separate Service Attachment for Project Services describing the proposed scope of those services and our fee to deliver them.

### Work Orders

You or your representative will receive an electronic notification when work is completed. Any problems will be noted by reply at this time, or the call will be considered closed for measurement purposes.

## FEES FOR SERVICES | PAYMENT TERMS

### Service Fees

Fees for Services are set forth in a Pricing Addendum or Statement of Work. All Fees and Costs are due upon invoice, unless the parties agree otherwise or in applicable Statement of Work. If payments are not made on or before such time, Millennium Technology reserves the right to terminate Agreement.

### Adjustments to Service Fees

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

- End-User or Network Growth. During the term of a Service

Attachment, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment 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 Attachment, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment 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. You shall pay all Service Fees owed as they become due following any such adjustment. However, under no circumstances may any such adjustments result in a number of users in your environment or in any Service or Equipment types or quantities to be covered within the scope of the Service Attachment that is less than the numbers, types or quantities ordered at the time you signed that Service Attachment.

Additionally, if the number of device agents that have been installed increases within the scope of the Service Attachment is greater than the numbers, types or quantities previously installed, 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, if the number of device agents that have been installed decreases within the scope of the Service Attachment is less than the numbers, types or quantities previously installed, upon request, we will 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. However, under no circumstances may any such adjustments result in a number of installed device agents in your environment or in any Service or Equipment types or quantities to be covered within the scope of the Service Attachment that is less than the numbers, types or quantities ordered at the time you signed that Service Attachment.

- Surcharges. At any time after the parties sign a Service Attachment, 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 Adjustments. At any time after the parties sign a Service Attachment, we may elect to adjust the fees that we charge under that Service Attachment.

### Increases to Changes in Cost

Client agrees that in the event that during the term of this Agreement there are any significant increases in the Provider's cost of doing business, or supported device increases on a 30 day cycle that are not within Provider's reasonable control (including, but not limited to, increases in fuel/energy rates. Unless otherwise set forth in a Pricing Addendum or Service Attachment, annually, on the anniversary date of this agreement, Millennium Technology Group may increase the minimum fee and any rate in any Pricing Addendum or Services

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Attachment for services, personal labor, overtime compensation by five percent (5%). Prices, interest rates, labor rates, device purchases rate changes, etc.), Client and Provider agree in good faith to negotiate revised payment terms under this Agreement to reasonably assist Provider in managing these cost increases.

## Pass-Through Expenses

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

"Pass-Through Expenses" are defined, but not limited to: transportation, accommodations, meals, laundry, telephone, and gratuities and service charges.

## Payment Terms

You shall pay the full amount reflected on any invoice as owed to us within thirty (30) days following your receipt of that invoice. You shall pay 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").

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. If no Service Fees are owed the following month, the credit amount will be refunded to Client.

## Suspension of Service

If you fail to pay all amounts owed under this agreement when due, then upon at least ten (10) business days prior written notice, and in addition to any other remedies available to us, we may suspend Services 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 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.

## Credit and Deposits

Customer authorizes Millennium Technology Group to ask credit-reporting agencies for Customer's credit information. Millennium Technology Group may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services, Customer is late on payment, or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon approval.

## TERM AND TERMINATION

### Term

This agreement commences on the MSA Effective Date, and it will

remain in effect until either party terminates it as permitted below.

## Termination & Effect of Termination

Either party may terminate this Agreement for any reason or no reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this Agreement will not, by itself, result in the termination of any Service Attachments, and this Agreement will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

## INDEPENDENT CONTRACTOR

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

## 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 Client 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, Client hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Client 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.

### License to Provider Works

Provider hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any Provider Works for Client'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 Services or on the Provider Technology;
- Build a product or service using similar ideas, features, functions or graphics of the Service, or
- Copy any ideas, features, functions or graphics of the Service.

Additional license restrictions may be set forth in the Service Attachments.

### 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.

## PROVIDER-SUPPLIED EQUIPMENT

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

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

We retain sole discretion to determine the appropriate Equipment 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

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sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

Except as otherwise may be specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are your exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, we will take commercially reasonable steps to ensure that you receive the benefit of any manufacturer warranties applicable to the Equipment in use at your location.

You shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. The Customer shall not authorize any third party repair or service and shall not lend, assign or transfer the Equipment during the trial period. You are financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at your location, other than loss or damage caused by Provider. In addition, you shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, you must produce evidence that such insurance is being maintained and is valid.

You are responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.

You shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. You do not acquire and will not acquire any rights of ownership in the Equipment 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 Equipment.

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

## Equipment Trial Program

Provider offers two options in supplying equipment through its equipment trial program. Only one option may be selected. Selections will be reflected on the Pricing and Support Addendum.

1. 15 Day Free trial period, commencing on the date Equipment is delivered to the recipient address.
2. 30 Day Free trial period, commencing on the date Equipment is delivered to the recipient address.

Equipment must be returned in the condition it was supplied (free of defects and clean), with all components intact (i.e. Power cord, A/V cables, Ethernet, manufactures manual, original enclosed box where appropriate).

In the event the Equipment (or any component) is damaged or lost during the trial period, the Customer is responsible for reimbursing Provider at cost.

Client shall not authorize any third party repair or service and shall not lend, assign or transfer the Equipment during the trial period.

The trial period option 1 may be extended with the agreement of all parties (subject to these terms and conditions), with a minimum of 48 hours' notice from the conclusion of the 15 day trial period.

Equipment not returned within 15 or 30 days of the trial commencement date will be automatically bound by a rental agreement, unless otherwise agreed with Client.

Client will coordinate Equipment delivery and collection – Client shall call your assigned Sales Manager or Company Point of Contact to discuss arrangements.

## Equipment Obsolescence

If normal maintenance routines cannot keep equipment in satisfactory operating condition due to excessive wear, deterioration, or obsolescence. Millennium will notify you and will work with you to provide exchange units whenever possible for the equipment judged to be non-repairable. Costs will be addressed on a case-by-case basis.

## PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by us to for installation on your computer equipment to facilitate the delivery of the 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.

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, 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.

## NON-DISCLOSURE AND CONFIDENTIALITY

### 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, except where it is required by law to do so, without your express written consent.

Confidential Information includes but is not limited to: (a) with respect to Provider, Providers unpublished prices for Services, audit and security reports, server configuration designs and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider's servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

### 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

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party; and

- Information that must be disclosed pursuant to court order or by law.

## Confidential Agreement

No copy of this MSA, discussions, negotiations, terms or conditions relating to the MSA, or any other information relating to this MSA may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

## Information Releases

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

## CLIENT COVENANTS AND OBLIGATIONS

### Software Licensing

Unless specifically otherwise agreed to in an applicable Service Attachment, Client represent and warrant that Client has title to or license or rights to use or modify and have license or rights to permit Provider to use, access or modify any software that you have requested Provider use, access or modify as part of the Services.

You are fully responsible for maintaining compliance with all software licensing agreement(s). If requested, you will be able to provide the original manuals and disks to perform the upgrades or installs for the software in question. **Provider is not responsible for acquiring software licenses regardless if we install them on your behalf or not.**

### Provider Access

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

### Third-Party Obligations

Client is responsible for any third-party vendor or service provider charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with your current carrier(s) or service provider(s).

### Network Security

Unless specifically otherwise agreed to in an applicable Service Attachment, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from unauthorized access. 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.

### Theft of Service

Client shall notify us immediately, in writing, by electronic mail or by calling the Provider customer support line, if Client 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. Client 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.

### Hardware Equipment

Client equipment must be maintained under manufactures warranty or maintenance contract. All fees, warranties, & liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts. Client is responsible for ensuring all updates & patches are applied to Client equipment & that all best practices are followed.

### Local Backup

Unless specifically otherwise agreed to in an applicable Service Attachment, Client must maintain local backup of all files that are sent to either the cloud or for data backup services. Client will be solely responsible for lost data for not keeping and providing a local backup of all files to Provider.

### Lost or Altered Computer Files

You are responsible for backing up all proprietary and confidential information on the Product and for maintaining a procedure external to the hardware products for the reconstruction of lost or altered files, data or programs. **Millennium Technology Group shall not be liable for lost or altered files, data or programs. Diagnostic and repair services are provided without any restriction of access on the part of Millennium or its employees. On site Millennium Technology personnel are not authorized to change the terms and conditions of this agreement.**

### Attorney's Fees

In the event that Provider hires an attorney to collect any sums owed by you under this agreement or to otherwise enforce its rights hereunder, you agree to pay the reasonable fees of such attorney and any other reasonable costs and expenses incurred by Provider in enforcing its rights under this agreement.

## PROVIDER REPRESENTATIONS AND WARRANTY

### Internal Network Security Compromise Policy

Provider monitors the availability and performance of its internal firewall and web caching system. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. 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

Services are provided by Provider on an 'AS IS' and 'AS AVAILABLE' basis, Provider makes no representations or warranties of any kind, express or implied, as the operation of Provider's Service or the information, content, materials, or products included in Provider's Service. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

### DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. YOU FURTHER ACKNOWLEDGE THAT WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY EITHER



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EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO: A) ANY PATENT, COPYRIGHTS OR TRADE SECRET INFRINGEMENTS AND B) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT. 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 CLIENT OR A THIRD PARTY.

IN ADDITION, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CUSTOMER BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

## PERSONAL DATA PROTECTION

"Personal Data" means any information regarding any identified or identifiable person associated with the meeting, that may be provided or discovered during the course of performing under the meeting Agreement. Provider may process and use the Personal Data only to the extent necessary to perform its obligations under the meeting Agreement. Provider may disclose the Personal Data only to Provider's agents, employees and subcontractors as necessary to perform the Provider's obligations under the meeting Agreement, who have received training on the handling of Personal Data from Provider, and who are bound by confidentiality obligations. Provider may disclose Personal Data as required to fulfill regulatory or legal requirements within the travel industry. Provider may not sell, rent or lease Personal Data to any other party. Provider may not use any Personal Data to send direct marketing materials to Client, its members or employees, unless they have provided their explicit written consent or have otherwise provided personal data for such purpose, i.e. have opted in to receive such materials from Provider.

Provider will use the same reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Personal Data, as it uses to protect its own information of similar nature, and will implement any technical and organizational measures to protect personal data which are required by the applicable law. Provider will adhere to all applicable export, personal data protection and security laws, regulations and rules when collecting, using, storing, transferring and otherwise processing Personal Data. Provider agrees to notify Client if it becomes aware of any actual, suspected or alleged unauthorized use of, disclosure of, or access to Personal Data by itself or others that also creates a notification obligation to affected individuals under state or federal law. In the event of such a security incident, Provider will cooperate with Client in accordance with the applicable laws, including: conducting the investigation; cooperating with authorities; and notifying affected persons, credit bureaus, other persons or entities deemed appropriate by the Client.

## NO HIRING

Customer will not, either directly or indirectly (except through Company) solicit, hire, or contract with any Company employee during the term of this Agreement and for a one (1) year period following termination thereof (hereafter the "Nonsolicitation Term"). In the event that Customer desires to directly hire any Company employee during the Nonsolicitation Term, Customer must first seek Company's consent to directly hire the employee and to speak with the Company employee about the employment opportunity. In the event that Company grants Customer the option to directly hire a Company employee, and the Company employee accepts an offer of employment from Customer, the parties shall discuss issues related to the employee's transition to Customer. The employee's start date will be mutually agreed upon by Customer and Company in writing. Provided the parties agree to the Company employee's transition terms, Customer shall pay Company a

placement fee of no less than 20% of offered salary prior to the Company employee commencing work as an employee of Customer. Unless the parties agree otherwise, Customer shall not directly hire more than two Company employees during the Nonsolicitation Term.

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, if Customer hires a Company employee without first obtaining the consent of Provider, 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 one hundred and fifty percent (150%) of the affected employee's base salary for one year. 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. This provision is considered a material term that allows for termination rights under paragraph labeled Termination under this Agreement.

## DISPUTE RESOLUTION

### Arbitration Procedures

You agree that any Dispute between You and Millennium Technology Group will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. The arbitration shall be conducted before a single arbitrator, and will be limited solely to the Dispute between you and Millennium Technology Group. The arbitration shall be held at any reasonable location near your Business by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that you would have had a right to litigate disputes through a court, and that you have expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration.** This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of the section, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or the purchase or use of any product, accessory, service otherwise from Millennium Technology Group; the term "Millennium Technology Group" means Millennium Technology Group and its third party service providers, and their respective subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns; the term "You" means you the original clients, your agents, beneficiaries, or heirs. Information may be obtained from the NAF online at [www.arbitration-forum.com](http://www.arbitration-forum.com), by calling 800-474-2371 or writing to PO Box 50191, Minneapolis, MN, 55405.

If Provider initiates a dispute against Client for payment of fees or collection costs, Provider will be entitled to attorney's fees.

### Period for Bringing Claim

No claims to be resolved may be made more than 60 days after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the 60 day 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

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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.

## INDEMNIFICATION

### By Client

Client shall defend, indemnify and hold Provider harmless 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, or
- Client's use of any Services in violation of any requirements or representations in this agreement violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

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 Customer harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- a) negligent act, error, omission, advice, misstatement or misrepresentation; or
- b) breach of any contractual term implied by law concerning necessary quality, safety or fitness, or Provider's duty to use reasonable care and skill; or
- c) dishonesty of Provider's senior officers or employees provided; or
- d) other act, error or omission giving rise to civil liability arising out of business activities performed for Customer.

## LIMITATION OF LIABILITY

EXCEPT WHERE SUCH EXCLUSION IS CONTRARY TO PUBLIC POLICY, IN NO EVENT SHALL MILLENNIUM, ITS EMPLOYEES, SUPPLIERS, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE SERVICES OR SYSTEMS EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE OR FOR COMMERCIAL LOSS OF ANY KIND, LOSS OF ANTICIPATED PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ACTS OF GOD, STRIKES, DELAYS IN TRANSPORTATION OR STRICT LIABILITY, AND EVEN IF MILLENNIUM OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER AND WILL NOT EXCEED THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE AVAILABLE TO PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, TOGETHER WITH ANY

SELF-INSURED RETENTION AMOUNTS IN CONNECTION WITH THOSE POLICIES DURING THE ONE-YEAR 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.

## INSURANCE

Client Obligations: Client shall maintain insurance coverage through their respective carriers. Such insurance must include, at a minimum, general liability, property and workers compensation coverage.

Provider Obligations: During the term, Provider agrees to carry professional liability, and network security insurance policies that cover Provider's activities under this Agreement with limits of \$1 million annual aggregate.

## 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 Service Order.

If to Provider, to:  
Millennium Technology Group, Inc.  
4000 Destination PKWY  
Orlando FL, 32819  
Attn:  
E-mail: Support@mtg-fl.com

If to Client, to:

Attn:  
E-mail:

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, 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 this MSA or any affected Service Attachment pertaining to the Affected Performance. If the parties are

# MASTER SERVICES AGREEMENT

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 this MSA or any applicable Service Attachment relating to the Affected Performance. Client 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**

Provider 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. 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, and this Agreement applies to any purchaser. In the event customer sales its business without consent of Provider, then fees are binding on all successors and permitted assigns. In the event customer sales its business with consent of Provider, the fees section of this Agreement shall be binding on successors and permitted assigns until all fees incurred have been paid.

## **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 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 Service Order are the agreements that will govern our relationship until this agreement expires or one of us terminates it. Our agreement, as reflected in those documents, 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 Florida.

## **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.

## **Entire Agreement**

This agreement, the Service Attachments, and any other attachments thereto set forth our entire understanding with respect to the subject matter hereof and is binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of this 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. No term or condition of any purchase order issued by the Client inconsistent with this Agreement will be binding upon Millennium Technology Group. On Site personnel do not have the authority to alter the terms and conditions of this Agreement.

**The remainder of this page is intentionally left blank.**