
Master Services Agreement

Client and StellaMSP LLC, (“StellaMSP LLC”, “we”, and “us”) agree to each of the following terms:

Section 1. Defined Terms.

Initially capitalized terms shall have the following meanings or the meanings assigned to them in the other Sections of this Master Services Agreement:

1.1. This “Agreement” means this Master Services Agreement, together with the StellaMSP LLC Proposal, which, when signed by Client and us, is the Sales Order Form entered into between Client and us; the AUP; these General Terms & Conditions; and all Schedules attached to the Sales Order Form or this Master Services Agreement, which may include, but not be limited to any related Service Level Agreements (SLAs), Product Terms & Conditions, and all written amendments entered into between Client and us.

1.2. “AUP” means our Authorized Use Policy regarding the Client’s use of the Managed Service attached to this Master Services Agreement as Schedule B, as it may be amended from time to time in accordance with Section 5.

1.3. “Business Day” means Monday through Friday, 8:00 a.m. to 6:00 p.m., United States Central Time, excluding any federal public holiday or other day that is a StellaMSP LLC holiday.

1.4. “Managed Service” means the provision by us to Client of the information technology services, including consulting, managed and data center service offerings, the servers, other devices and other services as described in a Sales Order Form and the related SLAs.

1.5. “Protected Information” means any (i) “non-public personal information,” as that term is defined in the Gramm-Leach-Bliley Act, (ii) “protected health information” as that term is defined in the regulations under to the Health Insurance Portability and Accountability Act, (iii) all information that identifies an individual, such as name, social security number or other government issued identification number, date of birth, mother’s maiden name, unique biometric data, unique electronic identification number, address, or telecommunication number and (iv) all other information that is the subject of legal or regulatory security requirements; in each case, as in effect as of the Effective Date and as subsequently enacted.

1.6. “Service Commencement Date” means the date on which we send an e-mail message to Client that provides access codes and passwords for use in connection with the Managed Service and the Managed Service is available for access by Client in accordance with this Agreement, unless the applicable SLA specifies a different Service Commencement Date.

1.7. “Service Level Agreement”, also referred to as an “SLA”, means any one (1) of the StellaMSP LLC standard Service Level Agreements (SLAs) indicating the types of Managed Services being provided to Client by StellaMSP LLC, each of which is incorporated by reference in the Sales Order Form, as it may be amended from time to time by the written agreement of Client and us. If more than one (1) Sales Order Form for a Managed Service exists, then the most recently executed Sales Order Form executed by Client and us is the Service Level Agreement that governs that Managed Service. The applicable forms of Service Level

Agreements (SLAs) are attached to this Master Services Agreement as one or more of the numbered Schedules C.

1.8. “Sales Order Form” means a StellaMSP LLC Proposal that has been signed by Client and us. Each StellaMSP LLC Sales Order Form incorporates this Master Services Agreement by reference, as it may be amended from time to time in accordance with this Agreement.

1.9. “Service” means the Managed Services and any Supplemental Services provided by us to Client pursuant to this Agreement.

1.10. “Supplemental Services” means the services described in Section 2.2 below.

1.11. “Term” means the Initial Term and any Renewal Term or Extended Term, collectively.

Section 2. Services.

2.1. Managed Services. Contingent upon Client’s satisfaction of our credit approval requirements and our verification of the information provided by Client for the purpose of establishing the Service, we shall provide the Managed Services in accordance with the terms and conditions of each Sales Order Form and related Service Level Agreements (SLAs) entered into pursuant to this Agreement and the other terms of this Agreement.

2.2. Supplemental Services. In addition to the Managed Service, we may from time to time perform certain additional services on an hourly or fixed fee basis, which may include the customization of the Managed Services at Client’s request and other professional computer software and services related to the Managed Services. Supplemental Services will be performed only with Client’s written agreement in advance and will be invoiced at our then current rates or other rates approved in advance in writing by Client and us. We may also perform services as described in the AUP for the fees stated in the AUP as necessary to remediate Managed Service problems caused by AUP violations by Client without obtaining Client’s consent.

Section 3. Term.

This Agreement shall remain in effect for so long as any Sales Order Form incorporating this Agreement is in effect. The term of each Sales Order Form begins on the Service Commencement Date for that Sales Order Form and continues for the period stated in that Sales Order Form (the “Initial Term”). We and Client may agree to one or more additional terms having a fixed number of months to follow the expiration of the Initial Term (each a “Renewal Term”). If upon the expiration of the Initial Term, no Renewal Term has been established by the agreement of the parties, the Sales Order Form shall automatically renew for consecutive terms of 30 days (each, an “Extended Term”) until we or Client provides the other party with at least 30 days advance written notice of non-renewal of this Agreement.

Section 4. Payments.

4.1. Fees. Client shall pay the fees stated in the Sales Order Form and the fees for any Supplemental Services as described in Section 2.2). Our first invoice under a Sales Order Form shall include any applicable set up fees and a prorated part of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month containing the Service Commencement Date. Following the Service Commencement

Date, monthly recurring fees shall be invoiced in advance on or about the first day of each calendar month and are due within 15 days following our sending Client an invoice. Invoices for Supplemental Services are due within 15 days following our sending Client an invoice for any such Supplemental Services. Following the expiration of the Initial Term, unless we and Client have agreed to a Renewal Term as described in Section 3 that modifies our fees for the Services, we may modify the monthly recurring fees for any Managed Service not fewer than 30 days after giving written notice to Client.

4.2. Collections. We may suspend any or all Services not fewer than 10 days after giving written notice to Client if payment for any Service is overdue by more than 30 days. Client shall pay our then current reinstatement fee following such a suspension. We may charge interest on amounts that are overdue by 15 days or more at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed under applicable law. In addition, upon demand Client shall pay our costs of collection for all overdue amounts for the Services, including collection agency fees, attorneys' fees and court costs.

4.3. Early Termination. Client acknowledges that the amount of the monthly recurring fee for each Managed Service is based on Client's agreement to pay the monthly recurring fees for the entire then current Term. Without limiting any other remedy available to us arising from an early termination of this Agreement, if we terminate this Agreement for Client's breach of this Agreement in accordance with Section 12.2 (i), (ii) or (iii), all fees due under this Agreement, including the monthly recurring fees for the remaining part of the Term, are due 15 days following such termination of the Managed Service.

4.4. Taxes. All federal, state or local taxes applicable to the Services shall be added to each of our invoices for the Services. Client shall pay all such taxes to us unless a valid exemption certificate is furnished to us for each of the states of use of the Managed Service by Client.

Section 5. AUP.

We may, in our reasonable commercial judgment, amend the AUP from time to time to describe reasonable restrictions and conditions on Client's access to and use of the Services. Any such amendments to the AUP are effective on the earlier of 15 days following our notice to Client that an amendment has been made, or the commencement date of any Renewal Term or Extended Term, as the case may be. However, if: (i) the amendment would materially and adversely affect Client, and (ii) Client provides us with a written notice describing its objection to the amendment in reasonable detail within 10 days of the effective date of the amendment, and (iii) we do not agree to waive the amendment as to Client within 5 days after such Client notice, then Client may terminate this Agreement as provided in Section 12.1 (iii).

Section 6. Suspension of Service.

We may suspend Services to Client without liability if: (i) we reasonably believe that the Services are being used in violation of this Agreement or applicable law; (ii) Client fails to cooperate with any reasonable investigation by us of any suspected violation of the AUP; (iii) there is a denial of service attack on Client's servers or other event for which we reasonably believe that the suspension of Services is necessary to protect our network or our other Clients or (iv) requested by a law enforcement or government agency. Information on our servers will be unavailable during a suspension of the Services. We shall give Client written notice at least 24 hours in advance of a suspension under this Section 6, unless a law enforcement or government agency directs otherwise, or suspension on shorter or contemporaneous notice is necessary to protect us or our other Clients from an imminent and significant risk. We shall not suspend the Services if the grounds for

the suspension are cured during the notice period. We shall promptly reinstate suspended Services when the reasons for the suspension of Services are cured.

Section 7. Representations and Warranties.

7.1. Reciprocal. We represent and warrant to Client, and Client represents and warrants to us, that: (i) it has the power and authority to enter into this Agreement and to perform its obligations under this Agreement; (ii) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement and (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents or any agreement to which it is a party.

7.2. Client. Client represents and warrants to us that: (i) the information Client has provided to us for the purpose of establishing an account with us is accurate; (ii) Client will not use the Services in violation of any federal, state or other law, rule or regulation (iii) Client shall not resell or make available any of the Services to any person or entity and (iv) Client shall perform its security and other obligations set forth in this Master Services Agreement, including but not limited to the Sales Order Form, the AUP, the General Terms and Conditions, and all Schedules attached to the Sales Order Form or this Master Services Agreement, which may include, but not be limited to any related SLAs and all written amendments entered into between Client and us.

Section 8. Unauthorized Use of Service.

We shall perform the specific security services described in the Sales Order Form. Client shall be responsible for all unauthorized use of the Services by any person or entity, except as otherwise expressly set forth in this Agreement.

Section 9. Indemnification.

9.1. Indemnification. The indemnification obligations set forth in this Section 9 shall be the parties' exclusive rights and remedies with respect to this Agreement.

9.2. Indemnity by Client. Client shall indemnify and hold harmless us, our affiliates, and each of their respective officers, directors, members, agents and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties and fines of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following: (i) the actual or alleged use of the Services in violation of: (a) the AUP, (b) any other part of this Agreement or (c) applicable law or (ii) any breach by Client of any of its obligations under this Agreement.

9.3. Reciprocal Indemnification. Each party shall indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, members, agents and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties and fines of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged: (i) gross negligence, (ii) willful misconduct or (iii) infringement or misappropriation of a third party's copyright, trade secret, patent, trademark or other intellectual property right.

9.4. Procedures. A party seeking indemnification under this Section 9 shall provide prompt notice of its claim for indemnification to the indemnifying party; provided, however, that failure to give prompt notice shall not affect the indemnifying party's obligations under this Section 9 unless and to the extent that the failure materially prejudices the defense of the claim. The indemnifying party may select counsel to defend the indemnified party in respect of any indemnified claim under this Section 9; provided, however, that the counsel selected must be qualified to defend the indemnified claim in the judgment of the indemnified party, which judgment shall not be unreasonably withheld or delayed. The indemnified party shall keep the indemnifying party fully informed of the status of the claim, including all communications from the claimant, and shall cooperate with the indemnifying party with respect to any judicial proceeding or dispute resolution procedure. The indemnifying party shall not settle any claim covered by this Section 9 without the written consent in advance of the indemnified party, which consent shall not be unreasonably withheld or delayed. If, however, such settlement shall be only for a monetary amount covered by the indemnifying party's indemnification obligation under this Section 9 and shall not impose any other liability on the indemnified party, then, no consent shall be required from the indemnified party. Notwithstanding anything in this Section 9 to the contrary, if we are indemnifying multiple Clients related to the subject matter of the indemnification claim, we shall have the right to seek consolidation of all such actions and to select counsel to defend the actions.

9.5. Patent, Copyright, Trade Secret. Notwithstanding any other provision in this Section 9, if we determine in our sole discretion that any Service may involve any product that may become subject to a claim of infringement or misappropriation, we may elect to (a) obtain the right of continued use of such product, or (b) replace or modify such product to avoid such claim. If we do not elect to do so, then all applicable licenses involving the product shall terminate. This Section 9.5 states our entire liability and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

Section 10. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT AGREES AND ACKNOWLEDGES THAT WE MAKE NO REPRESENTATION OR WARRANTY TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION, QUALITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY.

Section 11. Limitation of Damages.

11.1. Credits. THE CREDITS DESCRIBED IN ANY APPLICABLE SERVICE LEVEL AGREEMENT AND SALES ORDER FORM ARE CLIENT'S SOLE REMEDY FOR OUR FAILURE TO MEET THE SERVICE REQUIREMENTS STATED IN SUCH DOCUMENTS.

11.2. No Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

11.3. Monetary Limitation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR MAXIMUM AGGREGATE MONETARY LIABILITY UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY AND INFRINGEMENT) SHALL NOT EXCEED SIX (6) TIMES THE MONTHLY RECURRING FEE PAYABLE UNDER THE SALES ORDER FORM IN EFFECT AT THE TIME OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

Section 12. Termination.

12.1. By Client. Client may terminate this Agreement before the expiration of the Initial Term or any Renewal Term without liability to us (except for amounts due for Services through the effective date of such termination and subject to Section 4.2) as follows: (i) we fail in a material way to provide the Managed Service in accordance with the terms of this Agreement and do not cure the failure within 10 days following receipt of Client's written notice describing the failure in reasonable detail; (ii) we materially violate any other provision of this Agreement and fail to cure the violation within 30 days following receipt of Client's written notice describing the violation in reasonable detail or (iii) 30 days after written notice, in the event of an amendment to the AUP that materially and adversely affects Client that is not waived by us as provided in Section 5.

12.2. By Us. We may terminate this Agreement before the expiration of the Initial Term or any Renewal Term without liability to Client as follows: (i) upon not fewer than 5 days written notice, if Client is overdue by more than 60 days on the payment of any amount due under this Agreement; which overdue payment shall continue to be due and payable by Client following such termination and subject to Section 4.2; (ii) Client materially violates any other provision of this Agreement and fails to cure the violation within 10 days after a written notice from us describing the violation in reasonable detail or (iii) after notice to Client of at least 90 days, if we are threatened with a claim for intellectual property misappropriation or infringement related to the provision of the Services and, in our sole discretion, we are unable to modify the Services in a manner that avoids a potential risk of liability pursuant to such claim.

Section 13. Confidentiality.

13.1. Confidential Information. "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of this Agreement, including: (i) with respect to us, our unpublished prices and other terms of the Services, audit and security reports, server configuration designs, data center designs (including non-graphic information observed by Client on a tour of a data center), and all other trade, business, financial and technology information about us and our operations that we consider to be our confidential and proprietary property, (ii) with respect to Client, content transmitted to or from, or stored by Client on, our servers and (iii) with respect to both parties, all other information that is 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 by the disclosing party to the receiving party within 15 days following such disclosure. Confidential Information shall not include any information that (a) was in the public domain or enters the public domain through no act or omission on the part of the receiving party; (b) is rightfully disclosed to the receiving party by a source not bound by a confidentiality agreement with the other party hereto; (c) was in the possession of the receiving party prior to receipt from the disclosing party as evidenced by the books and records of the receiving party or (d) is developed by the receiving party after receipt of Confidential Information from the disclosing party independent of the Confidential Information of the disclosing party and such independent development is evidenced by the contemporaneous books and records of the receiving party.

13.2. Use and Disclosure. Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, as the case may be, or the exercise of its rights under this Agreement. Each party agrees not to disclose the other party's Confidential Information to any person or entity except as provided in Section 13.3 and to its employees and consultants who have a need to know the Confidential Information; provided, that such employees and consultants are advised that the Confidential Information so disclosed is the Confidential Information of the other party and such employees and consultants are bound by confidentiality restrictions in a writing at least as protective as those set forth in this Agreement.

13.3. Disclosure of Confidential Information. Notwithstanding anything to the contrary contained in this Section 13, each party may disclose any of the Confidential Information of the other party if, and only to the extent, required to do so by law, governmental regulation or court order; provided, that the party making such disclosure shall give prompt notice thereof to the other party in as far in advance as practicable prior to such disclosure and shall cooperate with the other party, at such other party's expense, to obtain a protective order regarding such disclosure.

Section 14. Software and Devices Proprietary Notices.

Client shall not remove, modify or obscure any copyright, trademark or any other proprietary rights notice that appears on any software or devices provided by us to Client. Client shall not reverse engineer, decompile or disassemble any software or devices provided by us to Client.

Section 15. Administration.

15.1. Solicitation of Our Employees. Client shall not solicit or hire any StellaMSP LLC employee to become an employee of, or consultant to, Client for the Term and for a period of 1 year following the expiration or the termination of this Agreement for any reason.

15.2. Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights and all other intellectual property of such other party, and that we shall own all right, title and interest in and to all ideas, concepts and inventions and all intellectual property rights related thereto that we may develop in the course of performing the Services. Client does not acquire any ownership interest or rights to possess any of our servers or other hardware, and has no right of physical access to the hardware. Upon termination of this Agreement, Client shall promptly release any Internet protocol numbers, addresses or address blocks assigned to Client in connection with the Service and agrees that we may take action to change or remove any such internet provider addresses.

15.3. Amendment. Except as otherwise expressly provided herein, no amendment of this Agreement shall be binding upon either party hereto unless such amendment is set forth in a writing and executed by both parties hereto. Any waiver of any breach of any provision of this Agreement shall only be effective if in a writing and executed by both parties hereto and only to the extent specifically set forth in such writing.

15.4. No Assignment. Client shall not assign this Agreement or any part hereof without our prior written consent, which consent shall not be unreasonably withheld or delayed. Client shall not sublicense any of its rights under this Agreement, nor shall Client delegate or subcontract to any person or entity any of the performance of Client's duties hereunder.

15.5. Counterpart. This Agreement may be executed in counterpart, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

15.6. Notice. All notices and other communications under this Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier or by electronic mail to the appropriate party at its address set forth in the Sales Order Form, or at such other address as such party may provide in writing to the other party hereto in accordance herewith from time to time. Any such other notice so delivered shall be effective when personally delivered or sent by electronic mail with a copy thereof retained by the sender, or one (1) day after deposit with such courier with delivery charges prepaid.

15.7. Entire Agreement. This Agreement (consisting of the Sales Order Form entered into between Client and us; the AUP; the General Terms and Conditions; and all Schedules attached to the Sales Order Form or this Agreement, which may include, but not be limited to any related Service Level Agreements) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. The parties hereto agree that this Agreement supersedes and replaces any and all other agreements, whether oral or in writing, regarding the subject matter hereof.

15.8. No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and our successors and assigns. No other person or entity is an intended third party beneficiary of, or shall be deemed to be a third party beneficiary of, any of the terms and conditions of this Agreement.

15.9. Validity. In case any one or more of the provisions contained in this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the parties hereto agree to negotiate in good faith to replace such invalid, illegal or unenforceable provision with a replacement provision to carry out the intent of such provision to the fullest extent lawful.

15.10. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Connecticut without regard for its conflict of laws principles. The parties irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located within the State of Connecticut for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

15.11. Force Majeure. We shall not be in default of any obligation under this Agreement if the failure to perform the obligation is due to any event beyond our control, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity or other events of a similar magnitude or type.

15.12. Remedies. Money damages would not be a sufficient remedy for a breach of certain of Client's obligations under this Agreement. In addition to any other remedies that might otherwise be available to us at law or in equity, we may seek and obtain specific performance and injunctive relief against the commission or continuation of any such breach or any anticipatory breach of this Agreement by Client, without bond.

15.13. Survival. The following Sections of this Agreement shall survive any termination or the expiration of this Agreement: Sections 1, 3, 8, 9, 10, 11, 12, 13, 14, and 15.

15.14. Independent Contractor. Client shall at all times act as and be considered an independent contractor hereunder. Nothing herein contained shall create any employment, agency, partnership, distributorship, joint

venture or any other business relationship between Client and us, other than that of an independent contractor user of the Services. Client shall have no authority to obligate or bind us with respect to any matter, or make any contract, sale, agreement, warranty or representation, express or implied, on our behalf.

15.15. Limitation on Actions. No legal action, regardless of its form, whether in contract or tort, including negligence, related to or arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action first accrued.

15.16. Attorneys' Fees. In disputes concerning this Agreement, we shall be entitled to the costs of collection, enforcement, and injunctive relief, including but not limited to reasonable attorney's fees and court costs, post-judgment collection expenses, and all necessary expenses, regardless of whether litigation is commenced.

15.17. Terms Generally. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any part thereof. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be deferred until, or may be taken or given on, the next Business Day. Unless otherwise specifically indicated, the word "or" shall be deemed to be inclusive and not exclusive.

15.18. Terms and Conditions. To the extent that any of the terms and conditions of this Agreement shall conflict with the StellaMSP LLC "Product Terms & Conditions," the terms and conditions of this Agreement shall control such conflicting terms and conditions.