



## Master Services Agreement

This Master Services Agreement (“**Master Terms**”) is effective upon the acceptance of the Service Order (the “**Effective Date**”) by and between [Integris, LLC, a Delaware limited liability company doing business as Integris, whose principal place of business is located at 1 Corporate Dr., Suite H Cranbury Township, NJ 08512] (“**Integris**”) and Client specifically stated on accepted Integris Service Order (“**Client**”). Each of Integris and Client may be referred to as a “**Party**” and collectively as the “**Parties**.”

In consideration of the mutual covenants contained herein, the Parties intending to be legally bound and agree as follows:

### 1. DEFINITIONS; CONSTRUCTION.

Capitalized terms used in the Agreement have the following meanings or are defined where first used or in other documents comprising the Agreement. Use of the term “days” means “calendar days” unless otherwise specified. Captions, titles and headings to articles and sections of the Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

“**Affiliate**” means, with respect to any Person, any other Person that is Controlled (as defined below) by, under common Control with, or which Controls such Person.

“**Claim**” means any civil, criminal, administrative or investigative suit, claim, action or proceeding.

“**Client Property**” means any software, content, data, information, and other materials, in each case, owned, leased, licensed, stored, processed, or provided by or on behalf of Client or other Persons as permitted or authorized by Client.

“**Control**” (and its correlatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or operations of an entity or Person, whether through the ownership of voting securities, by contract or otherwise.

“**Initial Service Term**” means the period commencing on the effective date of the applicable Service Order and unless terminated earlier in accordance with the Agreement, continuing for the fixed period of time stated in such Service Order for the applicable Recurring Service; provided, however, if the Service Order does not state a fixed period for a Recurring Service, then the Initial Service Term is thirty-six (36) months from the Service Commencement Date.

“**Laws**” means all international, federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and amended from time to time.

“**Losses**” means settlements, judgments, awards, interest, liabilities, losses, costs, damages and expenses, including reasonable attorneys’ fees and disbursements and court costs.

“**Non-recurring Services**” means a discrete unit of non-recurring work that has a defined start and end date. Examples of Non-recurring Services are the IT consulting services offered by Integris.

“**Person**” means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Product(s)**” means those products, goods, materials and equipment offered for resale by Integris and ordered by Client pursuant to a Service Order.



“**Quote**” means a written proposal from Integris for the provision of Services, Products or both to Client. A Quote may be in electronic form and may be exchanged electronically or online.

“**Recurring Services**” means any non-discrete services be provided by Integris on a recurring basis (daily, weekly, monthly). Examples of Recurring Services are the managed IT Services offered by Integris.

“**Service Commencement Date**” means the date on which the applicable Service commences as may be specified in the applicable Service Order. If no such date is specified, then the Service Commencement Date is the date on which the applicable Service is first made available for use by Client. If a Service Order consists of more than one Service, each Service may have a different Service Commencement Date.

“**Service Order**” means a Quote that is accepted by Client in accordance with these Master Terms.

“**Service Term**” means:

- (a) for each Recurring Service, (i) the Initial Service Term; and (ii) any Renewal Term(s); and
- (b) for each Non-recurring Services, the period commencing on the effective date of the applicable Service Order and unless terminated earlier in accordance with the Agreement, continuing until completion of the applicable Non-recurring Service.

“**Services**” means Recurring Services and Non-recurring Services.

“**Taxes**” means foreign, federal, national, state or local excise, gross receipts, property, access, bypass, sales, use, privilege, or other tax, however designated, levied or imposed (whether as a deduction, withholding or payment) now in force or enacted in the future, which apply to the Services to be provided by Integris for Client or to Client for its operations and use of the Services, but excluding taxes on Integris’s net income.

## **2. SCOPE OF AGREEMENT.**

- A. **MASTER TERMS.** The Master Terms contain the standard terms and conditions applicable to Integris’s provision of Services to Client. As of the Effective Date, the Master Terms supersede all prior agreements between Integris (or any of its Affiliates or acquired businesses) and Client (or any of its Affiliates) with respect to an order for Services and any orders then in effect automatically are deemed Service Orders subject to, and governed by, the Master Terms.
- B. **PRODUCTS.** Integris is a reseller of Products and a Service Order may contain an order for Products resold by Integris. The resale of all Products are governed by, and subject to, the [Integris Terms and Conditions of Sale](#). Each Product may be subject to terms and conditions between Client and the licensor or original manufacturer of the Product and Integris is not a party to any such agreement. Other than as stated in the Integris Terms and Conditions of Sale, Client’s sole recourse with respect to a Product is with the licensor or original manufacturer of the Product. Any order for Products is separate and distinct from any order for Services, even if both are ordered under the same Service Order. The delivery and provision of Products is not contingent on the delivery or provision of Services and vice versa.
- C. **SERVICE SCHEDULES.** Terms and conditions specific to a Service ordered by Client are stated in individual schedules referenced in the applicable Service Order (each a “**Service Schedule**”). Integris reserves the right to modify a Service Schedule and any such modifications will apply commencing with any renewal of the Service Term; however, if Integris notifies Client that a modification to a Service Schedule applies during a then-existing Service Term, then such modification applies after a reasonable notice period to Client. If a modification applies during a then-existing Service Term and such modification will have a material adverse effect on Client’s use of the affected Service, then Client must notify Integris, no later than the end of the notice period, of Client’s objection to the modification and the reasons for such objection. In the case of such an objection, Client and Integris will meet to discuss the objection and a potential resolution; however, if the Parties fail to agree to a resolution, then Client’s sole remedy is to terminate the affected Service and receive a refund of



any prepaid, unused fees prorated for any periods following the effective date of termination. Absent a timely objection in accordance with the foregoing, the modification will be deemed binding on Client following the notice period.

### 3. ORDERING SERVICES AND PRODUCTS.

- A. **QUOTES.** Integrus may issue a Quote to Client for one or more Services, Products or some combination of the foregoing. A Quote remains valid for thirty (30) days from the date of the Quote unless otherwise revoked earlier by Integrus upon notice to Client, which notice may be provided by the same means that the Quote was presented to Client or by electronic mail. Failure of Client to accept, execute and/or timely return the Quote will result in the expiration of the Quote presented.
- B. **SERVICE ORDERS.** If Client accepts, executes (electronically or otherwise) and returns the Quote prior to expiration, the Quote becomes a binding noncancellable, nonrefundable Service Order. Each Service Order, together with the Master Terms, the applicable Services Schedule(s), and any other documents incorporated or referenced in any of the foregoing (all of which are incorporated therein by such reference), constitute a separate agreement between Client and the Integrus entity that is a party to the applicable Service Order (the "**Agreement**"), and all references to "Integrus" in any of such documents refers to the Integrus entity that is a party to the applicable Service Order. In the event of any conflicting or inconsistent terms, the following order of precedence applies in descending order: (i) the Service Order; (ii) the applicable Service Schedule(s); (iii) the Master Terms; and (iv) any other documents incorporated or referenced therein. Terms and conditions contained in any Client purchase orders or other similar documents from Client will not modify the Agreement, are not binding on Integrus, and are merely for Client's recordkeeping purposes. The issuance of a purchase order does not condition, modify, change or alter Client's payment and other obligations under the Agreement.
- C. **SERVICE CHANGES.** Client may elect to increase use of a Service by providing notice to Integrus via-email or another method authorized by Integrus. Any request for an increase is subject to acceptance by Integrus. Integrus reserves the right to monitor Client's use of a Service and to invoice Client for any increased use or consumption of a Service at Integrus' then-current rates. If requested by Integrus, Client will execute a Service Order documenting any increased use or consumption of a Service.

### 4. TERM.

- A. **MASTER TERMS.** The term of these Master Terms commences on the Effective Date and unless terminated earlier in accordance with these Master Terms, continues until the later of: (i) the date that is one (1) year following the Effective Date; and (ii) the date which is six (6) months following the expiration and non-renewal or termination of the Service Term of the last of the Service Orders in effect under these Master Terms.
- B. **SERVICES.** The term of each Service ordered in a Service Order commences on the date the Service Order is accepted by Client and continues for the duration of the applicable Service Term.
- C. **RENEWAL OF RECURRING SERVICES.** EACH SERVICE TERM AUTOMATICALLY RENEWS FOR ADDITIONAL, SUCCESSIVE ONE (1)-YEAR PERIODS (EACH A "**RENEWAL TERM**") UNLESS:
- (i) A PARTY NOTIFIES THE OTHER PARTY IN WRITING OF ITS INTENT NOT TO RENEW THE SERVICE ORDER NO LESS THAN NINETY (90) DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT SERVICE TERM OR SUCH PERIOD IS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT;
  - (ii) A SERVICE ORDER STATES THAT A PARTICULAR SERVICE IS SUBJECT TO ONE (1) OR MORE ADDITIONAL, SUCCESSIVE RENEWAL PERIODS EACH HAVING A FIXED DURATION (e.g., A RENEWAL OPTION OF THREE (3) YEARS IN DURATION), IN WHICH CASE THE RENEWAL PERIOD (IF TRIGGERED IN ACCORDANCE WITH THE AGREEMENT) WILL BE FOR SUCH DURATION UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT; OR
  - (iii) A SERVICE ORDER STATES THAT A PARTICULAR SERVICE HAS A FIXED DURATION THAT IS LESS THAN ONE (1) YEAR (e.g., MONTH-TO-MONTH), IN WHICH CASE THE SERVICE TERM FOR SUCH SERVICE WILL AUTOMATICALLY RENEW FOR ADDITIONAL, SUCCESSIVE PERIODS OF EQUAL DURATION UNLESS A PARTY NOTIFIES THE OTHER PARTY IN



WRITING OF ITS INTENT NOT TO RENEW THE APPLICABLE SERVICE NO LESS THAN THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT SERVICE TERM OR SUCH PERIOD IS TERMINATED EARLIER IN ACCORDANCE WITH THE AGREEMENT.

#### 5. CLIENT RESPONSIBILITIES.

Client, its Affiliates and its and their respective employees, agents, contractors and representatives will comply with all rules, specifications, policies, procedures, and security requirements governing the Services and any use thereof. Without limiting the generality of the foregoing, Client at its own expense, will: (a) take all reasonable physical and information system security measures necessary to protect all equipment, software, data and systems located at Client's location(s) or otherwise in Client's control and used in connection with the Services, whether owned, licensed or otherwise held by Client, Integrus or a third party; (b) make available to Integrus the necessary access to hardware, software and premise(s), subject to receipt of advance notice provided in accordance with mutually agreed protocols and necessary for Integrus to perform the Services contemplated; (c) follow Integrus protocols for establishment, modification, maintenance, security and delivery of Services; and (d) be solely responsible for backing up its data unless a particular Service Schedule specifies that data backup is the responsibility of Integrus.

Client remains fully and unconditionally responsible for the acts and omissions of its and its Affiliates' personnel. Client agrees to actively cooperate with Integrus with respect to the delivery of the Services, including but not limited to providing timely feedback, approvals, assistance, and information reasonably required for Integrus to successfully deliver the Services. Integrus will not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission, or failure to perform by Client, its Affiliates or any of their respective employees, agents, Clients, contractors or representatives, and Client may be responsible to Integrus for additional fees and costs associated therewith.

#### 6. CHARGES AND PAYMENT TERMS.

- A. **MONTHLY RECURRING CHARGES.** Client will pay Integrus the monthly recurring charges for the Recurring Services ("MRC") specified in the applicable Service Order and any usage- or consumption-based charges that exceed any baseline(s) for calculating the MRC. Client acknowledges and agrees that the MRC is a firm commitment for the period stated in the Service Order and any renewal of such period and that billing for all MRC fees commence on the Service Commencement Date regardless of whether Client has procured or received services, equipment or other materials from third-party vendors (i.e., equipment suppliers, software developers, telecommunication carriers, etc.) required by Client in connection with its use of the Services. Unless otherwise specified in a Service Order, Integrus will invoice monthly in advance for all recurring fees and in arrears for usage- and consumption-based fees that exceed the MRC; however, such usage- and consumption-based fees automatically will become part of the MRC after the initial true-up and invoiced in advance. By way of example and not limitation, the MRC will be billed a month in advance so that such charges will be paid by Client prior to the month for which the MRC is applicable (e.g., based on 30-day payment terms, Integrus will invoice the MRC on December 1 for Services that commence on January 1).
- B. **NON-RECURRING CHARGES.** Client will pay Integrus all charges for Non-recurring Services ("NRC") specified in the applicable Service Order. Unless otherwise specified in a Service Order, Integrus will invoice Client for all NRC upon the effective date of the applicable Service Order. Client also will be charged for services that are out of scope at Integrus' then current rates, if and when requested by Client.
- C. **PAYMENT TERMS.** All invoices are due thirty (30) calendar days from the invoice date. If Client fails to pay any amounts not disputed in accordance with **Section 6(D) (Disputed Payments)** below, Integrus reserves the right, in addition to any other rights or remedies, to: (i) suspend any and all Services; (ii) charge Client interest on the unpaid amount at the lesser of: (a) one and one half percent (1.5%) per month; and (b) the highest rate permitted by Law; and (c) any combination of the foregoing. Client will reimburse Integrus for all collection costs, including reasonable attorneys' fees, incurred in obtaining payment on unpaid, undisputed amounts. Client's payments to Integrus must be in the form of a check or electronic funds transfer (via wire transfer or ACH). All Service Orders reflect a 3% discount applied to ACH payments. Credit Card Payments and/or check payments do not qualify for the ACH discount. Where Client requires Integrus to utilize a billing or invoicing system resulting in usage or other administrative fees or expenses to Integrus, Integrus reserves the right to require that Client



reimburse Integrus for such fees or expenses. Client will communicate to Integrus any changes to its billing information including billing address, purchase order number or attention to information reasonably in advance in writing. If the Agreement is terminated for any reason other than due to Integrus's material breach, Client immediately will pay to Integrus all amounts that Client is required to pay to Integrus under the Agreement.

- D. **DISPUTED PAYMENTS.** If Client reasonably and in good faith disputes any portion of a Integrus invoice, Client must pay the undisputed portion of the invoice in accordance with **Section 6(C) (Payment Terms)** and submit a written claim to Integrus for the disputed amount along with the supporting documentation requested by Integrus. All such claims relating to disputed amounts must be submitted to Integrus within thirty (30) days of the date of initial invoice on which the disputed amount appears, failing which Client waives all rights to dispute any charges and to file any claim. The Parties will cooperate in good faith to resolve all billing and payment disputes within thirty (30) days after receipt of Client's notice. If the dispute is resolved such that Client is required to pay any outstanding amounts, then within five (5) days following resolution of the dispute, Client will pay the applicable amounts, plus interest accrued from the date payment was originally due.
- E. **TAXES.** The fees and charges for the Services and Products do not include Taxes. Client is solely responsible for payment of all Taxes and will indemnify Integrus for all Losses arising from or related to such Taxes, including but limited to any invalid exemptions. Client is responsible for providing Integrus with a valid exemption certificate for any Taxes. Integrus will have the right to rely upon Client's exemption certificate; however, if the exemption certificate is deemed invalid by appropriate authorities Client will be responsible for any Taxes not collected by Integrus.
- F. **CHARGE CHANGES:** Integrus reserves the right to, from time-to-time, change the charges, including hourly rate if applicable, for Services. Integrus will provide written notice to Client of a Service charge increase at least thirty (30) days prior to the effective date of the increase. Client's continued subscription to, usage of, or payment for the Services after the date of any change for which Client has received notice of will be deemed Client's acceptance of the change(s). Client must provide Integrus written notice prior to the date of the change to the affected Service if Client does not wish to continue Service with the change(s) described in the notice, in which case the Service will be terminated within thirty (30) days after Integrus' receipt of such written notice unless the Parties agree otherwise in writing.

## 7. COMPLIANCE WITH LAWS.

- A. **CLIENT.** Client represents and warrants that it will comply with all Laws applicable to its receipt and use of the Products and Services received pursuant to the Agreement, including, but not limited to, any U.S. laws and regulations relating to the International Traffic in Arms Regulations, 22 CFR §§ 120-130), the Export Administration Regulations, 15 CFR §§ 730-774, as well as sanctions controls or other restrictions imposed by the Treasury Department's Office of Asset Controls, in the performance of this agreement. Client also represents and warrants that it will comply with all contractually required designations, management, and treatment of information as either controlled unclassified information (CUI) or covered defense information (CDI) or other governmental designation of controlled information. Client agrees it will notify Integrus, in writing, prior to disclosing or providing access to any such information, technical data, or source code subject to any of the laws, regulations, or requirements identified in this provision that is subject to export, data management, or information security controls and/or other contractual security requirements under federal law, to include identification of the controlled information and the controls that apply to same, and further acknowledges and agrees that it is Client's obligation to keep this notification current. In addition, if Client is required to achieve, or is subject to achieving, Cybersecurity Maturity Model Certification (CMMC) certification, regardless of Level, or otherwise obligated to satisfy or be in compliance with NIST SP 800-171, Client is required to notify Integrus of this/these requirement(s) in writing and must acknowledge and confirm this requirement prior to signing the Agreement. Client acknowledges and agrees that it is the sole responsibility of Client to inform Integrus of any laws or regulations that apply to Client and its receipt of the Services and the operational processes of which Client expects Integrus to comply in relation to such laws or regulations, all of which must be agreed by Integrus as part of the applicable Service Order, including any fees or other charges that Client will be required to pay Integrus in connection with any complying with such operational processes.
- B. **INTEGRIS.** Integrus will comply, in all material respects, with all Laws that apply to Integrus as a provider of Services. Integrus reserves the right, upon reasonable notice to Client, to amend or supplement the Services and the terms or conditions of



the Agreement to meet requirements imposed by Law. Integrus has the right, in addition to any other rights and remedies, to suspend the provision of any of the Services, in whole or in part, and to deny access to the Services if Client violates Law (including by its use of the Services) and such violation negatively and materially impacts Integrus's ability to provide the Services, or causes Integrus to be in violation of any Law, and in either case, Client fails to cure such violation within thirty (30) days following written notice (unless Law or a government authority does not permit such a cure period or requires a shorter period).

#### **8. LIMITED WARRANTIES; DISCLAIMER.**

Each Party represents and warrants to the other Party that: (a) such Party is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) the individual person(s) signing the Master Terms and any Service Order has all right, power and authority to sign them on behalf of such Party; and (c) the execution of the Agreement by such Party will not conflict with or violate, and will not breach, any agreement, covenant, court order, judgment or decree to which such Party is a party or by which it is bound. Client further represents and warrants that neither it, nor any of its Affiliates, officers, directors, employees or end users are on any of the U.S. government export screening lists of the Department of Commerce, Department of State and Department of the Treasury, including without limitation the Denied Persons List, the Entity List, the Debarred List, or the list of Specially Designated Nationals. Client will promptly notify Integrus if it is identified on any of the foregoing lists at any point during the term of the Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL SERVICES AND ALL MATERIALS (INCLUDING PRODUCTS) PROVIDED BY INTEGRIS OR ITS AFFILIATES ARE PROVIDED "AS IS" AND INTEGRIS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. INTEGRIS DOES NOT MONITOR OR EXERCISE CONTROL OVER ANY CLIENT PROPERTY STORED, PROCESSED, TRANSMITTED THROUGH OR OTHERWISE RESIDING ON CLIENT EQUIPMENT OR TRANSMITTED THROUGH CLIENT NETWORKS. USE OF ANY CONTENT, DATA OR INFORMATION OBTAINED VIA THE SERVICES IS AT CLIENT'S OWN RISK, AND INTEGRIS DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. INTEGRIS SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF CONTENT, DATA AND INFORMATION OBTAINED THROUGH ITS SERVICES. CLIENT ACKNOWLEDGES THAT, DUE TO THE PUBLIC NATURE OF THE INTERNET, THERE IS NO GUARANTEE OF SECURITY OR PRIVACY ON THE INTERNET AND INTEGRIS MAKES NO GUARANTEE THAT ANY OF CLIENT'S SYSTEMS, CONTENT, DATA AND INFORMATION WILL BE SECURE OR KEPT PRIVATE WITH RESPECT TO THIRD PARTY ACCESS VIA THE INTERNET. INTEGRIS IS NOT RESPONSIBLE FOR THE MANNER IN WHICH THE SERVICE IS USED BY CLIENT OR ANY OTHER PERSON OR ENTITY ACCESSING SUCH SERVICE (OR THE EQUIPMENT USED TO DELIVER SUCH SERVICE) THROUGH OR ON BEHALF OF CLIENT.

#### **9. LIMITATION OF LIABILITY.**

- A. **EXCLUDED DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS AND CONTRACTORS WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR DAMAGES AND LOSSES FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITY, USE, REPUTATION, SAVINGS OR ANTICIPATED SAVINGS; BUSINESS INTERRUPTION; THE COST OF PURCHASING REPLACEMENT SERVICES; OR OTHER PECUNIARY LOSS; AND LOSS OR CORRUPTION OF ANY CLIENT CONTENT, DATA AND INFORMATION STORED ON, OR PROCESSED THROUGH, THE CLIENT EQUIPMENT, WHETHER IN ANY SUCH CASE ANY OF THE FOREGOING ARE FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOSSES MIGHT ARISE.



- B. **DAMAGES CAP.** SUBJECT TO **SECTION 9(C) (EXCEPTIONS)** BELOW, AND EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING BUT NOT LIMITED TO ANY INTENTIONAL USE OF THE SERVICES BY CLIENT IN VIOLATION OF THE PERMITTED USE OR LAW), EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES AND LOSSES ARISING FROM OR RELATED TO THE AGREEMENT (INCLUDING ATTORNEYS' FEES) WILL NOT EXCEED AS FOLLOWS:
- (i) FOR SERVICES FOR WHICH CLIENT PAYS RECURRING CHARGES, AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE DURING THE INITIAL SERVICE TERM OR RENEWAL TERM (WHENEVER THE CLAIM FIRST ACCRUED) UNDER THE SERVICE ORDER FROM WHICH THE CLAIM, DAMAGE OR LOSS AROSE, MULTIPLIED BY TWELVE (12), LESS ANY AMOUNTS PAID FOR CLAIMS, DAMAGES OR LOSSES THEREUNDER ("**DIRECT DAMAGES CAP**"); PROVIDED, HOWEVER, IF THE SERVICE IS PROVIDED ON A MONTH-TO-MONTH BASIS, THE DIRECT DAMAGES CAP AS RELATES TO SUCH SERVICES WILL BE EQUAL TO THE MONTHLY RECURRING CHARGE PAID BY CLIENT TO INTEGRIS FOR SUCH SERVICE FOR THE MONTH IN WHICH THE CLAIM FIRST AROSE; AND
  - (ii) FOR SERVICES FOR WHICH CLIENT PAYS A NON-RECURRING CHARGE, THE AMOUNT OF THE NON-RECURRING CHARGE PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE CLAIM.
- C. **EXCEPTIONS.** THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 9(B) DAMAGES CAP** DOES NOT APPLY TO: (i) INTEGRIS'S OBLIGATION TO INDEMNIFY UNDER **SECTION 10(A) (INTEGRIS)** BELOW WITH RESPECT TO LOSSES ARISING OUT OF CLAIMS FOR BODILY INJURY (INCLUDING DEATH) RESULTING FROM THE FRAUD, NEGLIGENCE OR WILLFUL MISCONDUCT OF A INTEGRIS INDEMNITEE; AND (ii) CLIENT'S OBLIGATION TO INDEMNIFY THE AGREEMENT. FOR CLARITY, ANY LOSSES OF A THIRD PARTY FOR WHICH AN INDEMNIFYING PARTY IS REQUIRED TO INDEMNIFY THE OTHER PARTY AND ITS INDEMNITEES UNDER THE AGREEMENT ARE CONSIDERED DIRECT DAMAGES, REGARDLESS OF THE TYPES OF LOSSES AWARDED TO, OR SETTLED WITH, SUCH THIRD PARTY.
- D. **ALLOCATION OF RISK.** THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS **SECTION 9 (LIMITATION OF LIABILITY)** WILL APPLY TO ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. FOR CLAIMS RELATED TO ANY SERVICE DEFICIENCIES, UNAVAILABILITY OR INTERRUPTIONS, CLIENT'S SOLE AND EXCLUSIVE REMEDIES, AND INTEGRIS'S SOLE AND EXCLUSIVE LIABILITIES, ARE LIMITED TO THOSE REMEDIES AS SPECIFICALLY SET FORTH UNDER THE APPLICABLE SERVICE SCHEDULE WITH RESPECT TO SERVICE LEVELS FOR THE AFFECTED SERVICE. THE LIMITATIONS AND EXCLUSIONS REGARDING LIABILITY SET FORTH IN THIS **SECTION 9 (LIMITATION OF LIABILITY)** REPRESENT A FAIR ALLOCATION OF THE RISKS BASED ON THE PRICES INTEGRIS CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NOTHING CONTAINED IN THE AGREEMENT WILL BE DEEMED TO LIMIT CLIENT'S OBLIGATION TO PAY CHARGES, FEES AND COSTS UNDER THE APPLICABLE SERVICE ORDER.

## 10. INDEMNIFICATION.

- A. **INTEGRIS.** Integrus will defend, indemnify and hold harmless Client, its Affiliates and its and their respective directors, employees, officers, agents and contractors (the "**Client Indemnitees**") from and against any and all Losses arising out of any Claims brought by a third party (including but not limited to governmental authorities) or employees, contractors, agents or representatives of a Party related to bodily injury (including death) resulting from the fraud, negligence or willful misconduct of an Integrus Indemnitee (defined below). Notwithstanding the foregoing, nothing in this **Section 10(A) (Integrus)** will require Integrus to indemnify a Client Indemnitee to the extent of any fraud, gross negligence or willful misconduct of a Client Indemnitee.





- B. **CLIENT.** Client will defend, indemnify and hold harmless Integrus, its Affiliates and its and their respective directors, employees, officers, agents and contractors (the “**Integrus Indemnitees**”) from and against any and all Losses arising out of any Claims brought by a third party (including but not limited to governmental authorities) or employees, contractors, agents or representatives of a Party related to: (i) bodily injury (including death) resulting from the fraud, negligence or willful misconduct of a Client Indemnitee or (ii) use of any of the Services and Client Property by an Integrus Indemnitee, a Client Indemnitee or any other Person including but not limited to clients of Client or its Affiliates or any other Persons having access to any of the foregoing through a Client Indemnitee, in each case without regard to the cause or causes thereof or the negligence of any Party or Parties. Notwithstanding the foregoing, nothing in this **Section 10(B) (Client)** will require Client to indemnify a Integrus Indemnitee to the extent of any fraud, gross negligence or willful misconduct of a Integrus Indemnitee.

## **11. CONFIDENTIALITY.**

- A. **CONFIDENTIAL INFORMATION.** “**Confidential Information**” of a Party means any information in any form or format disclosed or otherwise made available by or on behalf of a Party (“**Disclosing Party**”) to the other Party or Persons acting on such other Party’s behalf (the “**Receiving Party**”), that (i) is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature; (ii) the Receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the Disclosing Party or (iii) is of a type or nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect the information from disclosure. In the case of Integrus, Confidential Information also includes Integrus’s client communications or proposals, Quotes and Service Orders, satisfaction surveys, client lists, the Services provided and their respective charges, fees, costs, equipment used, configurations, networks and services at an Integrus facility. Client will not disclose or provide access to personal data of Client or any of its personnel unless Integrus agrees in a Service Order that access to, or use of, personal data is necessary for the provision of the Services and in those cases where Integrus so agrees, the Parties will agree upon the security protocols with respect to any such use or access, all of which are subject to the Agreement.
- B. **EXCEPTIONS.** Confidential Information does not include information that the Receiving Party can demonstrate: (i) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public except through a breach of the Agreement by the Receiving Party; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party’s knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party. Integrus will not be deemed to have accessed, received or otherwise processed, or to be in the possession of, Client Confidential Information, including any personal data of Client’s clients, employees, or other third parties, solely by virtue of the fact that Client transmits, receives, accesses, processes or stores such Confidential Information through its use of the Services.
- C. **OBLIGATIONS OF CONFIDENTIALITY.** The Receiving Party agrees to: (i) protect the Confidential Information of the Disclosing Party using at least the same efforts to protect such Confidential Information as the Receiving Party would use to protect its own information of similar nature, but in no event less than reasonable care; (ii) not disclose such Confidential Information to third parties in violation of the Agreement without the prior written consent of the Disclosing Party; and (iii) use Confidential Information of the Disclosing Party only for purposes of performing its obligations or establishing its rights under the Agreement, including providing such Confidential Information only to its Affiliates, employees, contractors, lenders, and agents (“**Representatives**”) who have a need to know and are bound to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party. The Receiving Party further acknowledges and will advise its Representatives who are informed as to the matters which are the subject of the Agreement, that federal and





many state securities laws prohibit any person who has received an issuer's material, nonpublic information from purchasing or selling securities of such issuer or from communicating such information to any other person.

- D. **NO IMPLIED RIGHTS.** Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party.
- E. **COMPELLED DISCLOSURE.** If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by the Agreement, the Receiving Party will provide the Disclosing Party with prompt notice of the request (unless legally precluded from doing so) so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, or if the Disclosing Party has provided a written consent to the disclosure, the Receiving Party may furnish that portion of the Confidential Information that it determines it is legally required to furnish in the opinion of its counsel (which, for the purposes of the Agreement, includes the Receiving Party's internal counsel). Notwithstanding anything to the contrary in the Agreement, the Receiving Party will be permitted to disclose any Confidential Information of the Disclosing Party to the extent, in the opinion of Receiving Party's counsel, such disclosure is required pursuant to any securities laws, regulations or rules regarding public disclosure of information.
- F. **RETURN OR DESTRUCTION.** Upon the Disclosing Party's request, the Receiving Party will return all materials (and any copies thereof) in any medium that contain, refer to, or relate to Confidential Information of the Disclosing Party or, at the Disclosing Party's election, destroy them; provided however, that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information for legal archival purposes, which copy will be maintained in accordance with the provisions of the Agreement. Receiving Party will also not be required to return or destroy and may retain a copy of the Disclosing Party's Confidential Information on any computer records or files containing the Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be deleted, provided that all such archived or backed-up records will continue to be treated as Confidential Information and will be maintained in accordance with the provisions of the Agreement. Subject to the foregoing, at the Disclosing Party's request, the Receiving Party will certify in writing that it has returned or destroyed all copies of the Disclosing Party's Confidential Information in the possession or control of the Receiving Party's or any of its Affiliates or contractors.

## 12. TERMINATION; SUSPENSION.

- A. **GENERAL.** Each Party may terminate the Agreement: (i) if the other Party is in material breach of the Agreement and has not cured the breach within thirty (30) days following written notice from the first Party of such breach; or (ii) upon written notice to the other Party if the other Party becomes insolvent, is unable to pay its debts as they come due, or fails to discharge an involuntary petition with sixty (60) days of filing or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection from creditors under the bankruptcy laws or similar laws of the United States or any state of the United States. Client also may terminate the Agreement as of a date specified in a written notice of termination given to Integris if a court or other governmental body, regulator, agency or authority of competent jurisdiction prohibits Client from receiving the Services from Integris, provided that Client has undertaken commercially reasonable efforts to remove or work-around such restriction. Integris also may terminate the Agreement as of a date specified in a written notice of termination given to Client if: (ix) a court or other governmental body, agency or authority of competent jurisdiction prohibits Integris from providing the Services to Client, provided that Integris has undertaken commercially reasonable efforts to remove or work-around such restriction; or (x) Integris has suspended the Services for any reason permitted under the Agreement for thirty (30) consecutive days or more.
- B. **SUSPENSION.** Integris has the right to suspend Services, in part or whole, due to any alleged or actual violation of Law or breach of the Agreement or where Integris reasonably believes Client or Client's use of the Services threatens the integrity or security of the networks, environments or infrastructure and/or data used by Integris or other clients of Integris or use of the Services. Integris will resume the Services for Client once the reason for suspension has been alleviated or remedied as determined by Integris in its reasonable judgement.



- C. **SURVIVAL.** The provisions of **Sections 1 (Definitions; Construction), 2 (Scope of Agreement), 6 (Charges and Payment Terms), 12(C) (Survival), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidentiality), 13(B) (Assignment), and 13(G) (Waiver; Severability)** through **13(L) (Counterparts; Complete Agreement; Signing Authority)** and any other Articles, Sections, Addenda, Schedules or Attachments of the Agreement that by their nature may reasonably be presumed to survive any termination or expiration of the Agreement, will so survive.

### 13. MISCELLANEOUS.

- A. **FORCE MAJEURE.** Except for payment obligations arising under the Agreement, neither Party will be liable, nor will any credit allowance or other remedy be provided, for any delay or failure of performance or equipment due to causes beyond its or its Affiliates' (or its or their respective contractors' and suppliers') reasonable control, including but not limited to acts of God, pandemic or epidemic, fire, explosion, hurricane, acts or omissions of suppliers, flood or other catastrophe, any Law or request of any governmental entity, national emergency, terrorist activities, insurrections, riots, labor disputes, work stoppages or disruptive labor activities, global or natural disasters or like events (each, a "Force Majeure Event").
- B. **ASSIGNMENT.** Except as expressly permitted in this **Section 13(B) (Assignment)**, neither Party may assign the Agreement or its rights or obligations under the Agreement without first obtaining the written consent of the other Party. Without any obligation to obtain the consent of the other Party, either Party may assign the Agreement and all of its rights and obligations thereunder to its respective Affiliates or to an entity which is acquiring all or substantially all of such Party's business or assets to which the Agreement relates; provided, that (i) any such assignee fully accepts, in writing, all the terms and conditions contained in these Master Terms and the applicable Agreement(s) and (ii) in the event that Client assigns the Agreement to a competitor of Integris, Integris may terminate the Agreement immediately upon written notice to Client. Upon any such assignment by Integris, Integris hereby is released from all of its obligations under the Agreement accruing on and after the effective date of any such assignment and such release is effective automatically and without further action required by the Parties. Additionally, Integris may use its Affiliates and subcontractors of Integris and its Affiliates to perform any of its obligations under the Agreement, and Client hereby authorizes Integris to provide such Persons access to the Client Property as necessary to provide the Services. The Master Terms and each Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who will be bound by all of the obligations of their predecessors or transferors. Notwithstanding anything contained herein, nothing will prevent Integris from pledging its rights under the Agreement as collateral for a loan or other financing arrangement and transfers related thereto will not require the consent of Client.
- C. **NO THIRD PARTY BENEFICIARIES.** Except for the Integris Indemnitees and the Client Indemnitees and the respective successors and assigns of a Party: (i) no Person who is not a party to the Agreement will have any rights under the Agreement; and (ii) the Parties hereby agree that nothing in the Agreement will be construed as creating a right that is enforceable by any Person that is not a party to the Agreement.
- D. **NOTICE.** Except with respect to the reporting of Service performance issues and deficiencies, which will be addressed as set forth in the applicable Service Schedule, all notices to be given in connection with the Agreement will be given in writing and will be effective upon delivery. Notices may be delivered (i) in person; (ii) by certified mail, postage prepaid, return receipt requested; or (iii) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Notices will be addressed, (ix) with respect to Client, to the address listed on the applicable Service Order or (x) with respect to Integris, to: Integris, Attention: Integris Legal, Legal@integrisit.com. Each Party will notify the other of any changes to its address for receiving notices.
- E. **USE OF NAMES.** Neither Party will use the other Party's name or logo without such Party's prior written consent. The foregoing notwithstanding, Client agrees that Integris will have the right to use Client's name and/or logo in its materials and communications, including in print and digital marketing, sales, financial, and public relations materials and on Integris's



website, and to publicly refer to Client as a Client of Integrus. Integrus has the right to publish a press release announcing its relationship with Client, which press release will be subject to Client's review and comment.

- F. **FEEDBACK.** If Client elects, in connection with any Services, to communicate to Integrus suggestions for improvements to the Services ("**Feedback**"), Integrus will own all right, title, and interest in and to the same, even if Client has designated the Feedback as confidential, and Integrus will be entitled to use the Feedback without restriction.
- G. **WAIVER; SEVERABILITY.** Either Party may waive compliance by the other Party with any covenants or conditions contained in the Agreement only by written instrument signed by the Party waiving such compliance. No such waiver, however, will be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of its provisions will not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force. In lieu of any invalid provision, a substitute provision will apply retroactively which comes as close as legally and commercially possible to that intent which the Parties had or would have had, according to the spirit and purpose of the Agreement.
- H. **ARBITRATION; GOVERNING LAW.** All disputes arising out of the Agreement, including with respect to the operation, construction, interpretation, or enforcement of the Agreement, will be resolved pursuant to final, binding decision of an arbitration panel consisting of three (3) arbitrators and in accordance with the procedures for complex commercial arbitrations under the rules of the American Arbitration Association ("**AAA**"). The place of arbitration will be Integrus 1 Corporate Dr, Cranbury, NJ 08512 and the language of the arbitration will be English. Within thirty (30) days after the commencement of arbitration, each Party will appoint a person to serve as an arbitrator. The Parties will then appoint the presiding arbitrator within twenty (20) days after selection of the appointees by each Party. If any arbitrators are not selected within these time periods, the AAA will, at the written request of any Party, complete the appointments that have not been made. The Agreement is governed by and construed in accordance with the internal substantive laws of the state of Delaware without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The Parties hereby agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA). Except for any remedies identified as sole and exclusive remedies in the Agreement and subject to the limitations and exclusions set forth in **Section 9 (Limitation of Liability)**, the remedies in the Agreement are not exclusive, and a Party may pursue any and all other remedies that may be available at law or in equity, by statute or otherwise, individually or in any combination thereof. Nothing in this section will be construed to preclude any party from seeking injunctive relief in order to protect its rights pending resolution of a dispute.
- I. **RELATIONSHIP OF THE PARTIES.** Integrus is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Client. Nothing in the Agreement is intended to, or will, operate to create a partnership or joint venture of any kind between Client and Integrus, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.
- J. **NON-SOLICITATION.** During the term of the Agreement, Client will not (and will cause its Affiliates not to), directly or indirectly, for their own account, or for or on behalf of any other Person, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor or otherwise), any employee or independent contractor of Integrus that it meets as a result of Integrus's provision of, or Client's receipt of, the Services; and neither Client nor its Affiliates will solicit or induce, or attempt to solicit or induce or take away, any of Integrus's employees, consultants, clients, vendors, suppliers, or independent contractors, or cause or attempt to cause any such persons to terminate their relationship with Integrus. This **Section 13(J) (Non-solicitation)** will not: (i) restrict the right of Client to solicit or recruit generally in the media; or (ii) prohibit Client from hiring an employee of Integrus who (a) responds to any advertisement or general solicitation, (b) otherwise voluntarily applies for hire without having been initially solicited or



recruited by the Client, or (c) is contacted by a recruiter for Client where the recruiter has not been instructed by Client to target the personnel of Integrus.

- K. **INSURANCE.** Client will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, cyber liability (i.e., coverage of network security, data protection, and breach and incident liability), crime and social engineering coverage, commercial general liability (including product liability) in commercially reasonable amounts that are consistent with industry practice, which in any event will not be less than \$1 million per occurrence for each policy, with financially sound and reputable insurers. To the fullest extent permitted by law, the policies required to be purchased by Client herein will include Integrus as an additional insured for claims or losses caused in whole or in part by Client's acts or omissions. The Client's insurance policy will be primary and non-contributory to any of Integrus' insurance policies. Client will be responsible for all deductibles and retentions for any claims made under its insurance policies. Upon Integrus' request, Client will provide Integrus with a certificate of insurance from Client's insurer evidencing the insurance coverage. Client will provide Integrus with 30 days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client will require its insurer to waive all rights of subrogation against Integrus' insurers and Integrus.
- L. **ELECTRONICALLY TRANSMITTED DOCUMENTS AND SIGNATURES.** An electronic signature or a manual signature on the Agreement, the image of which (in either case) is transmitted electronically, will constitute an original signature for all purposes and the Parties will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with any such electronic or manual signature. The delivery of the Agreement, including signature pages, may be transmitted or exchanged by the Parties by way of exchanging (i) signed originals; (ii) facsimile transmission; (iii) by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format (PDF) via email or (iv) any combination of any such means, and the Parties hereby adopt as original any such documents received. Delivery of such documents by facsimile transmission or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. In addition, by signing below, the Parties consent during the term to (viii) enter into Service Orders, service addenda, and other documents with Integrus electronically; (ix) use electronic signatures and records in connection with the Agreement, any amendment to the Agreement and any Service Order, service addenda, or other documents issued under the Agreement and (x) except for notices required under **Section 13(D) (Notice)** of these Master Terms, to receive electronic mail and other electronic communication with respect to any document relating to or regarding the Agreement and the Services. The Parties may provide documents to each other electronically by emails that include attachments or embedded links.
- M. **COUNTERPARTS; COMPLETE AGREEMENT; SIGNING AUTHORITY.** The Agreement may be executed in one or more counterparts, each of which are deemed an original and all of which together constitute one and the same instrument, it being understood that the Parties need not sign the same counterpart. The Agreement sets forth the entire, final and exclusive agreement between the Parties with respect to the Services thereunder and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties related to the Services. The Agreement will be deemed to have been written by both Parties and will be construed fairly and reasonably and not more strictly against the drafting Party. The Agreement may only be amended by a writing executed by both Parties.

SIGNATURE PAGE FOLLOWS



By the signatures of their duly authorized representatives below, Integrus and Client, intending to be legally bound, agree to all of the provisions of these Master Terms as of the Effective Date.

**Integrus, Inc.**

**[CLIENT NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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