

MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") governs the relationship between Optimized Computer Solutions, Inc. d/b/a OCSIT ("Provider") and the client identified in the applicable Order ("Client"), each of which may be referred to individually as a "Party" and collectively as the "Parties." This MSA becomes effective as of the date of the first Order between the Parties that incorporates this MSA. This MSA replaces and supersedes any prior master service agreements entered into by and between the Parties.

Scope of the MSA

Provider agrees to provide to the Client the Services described in an Order that references this MSA, and which may further reference a Schedule that may be updated from time to time and posted at Provider's website. Quotes submitted by Provider become Orders governed by this MSA when signed by both Parties.

"Online Agreements" shall mean the online agreements, including this MSA and any other documents made available by OCSIT at www.ocsit.com, as updated and amended from time to time. By signing an Order or by continuing to receive or use the Services, Client agrees to be bound by the Online Agreements.

Client Authorized Contacts

Client will identify at least one (1) individual to be Provider's primary Client contact and is encouraged to name another individual to act as the secondary contact. Client represents that Provider may rely on the individuals named as Client contacts, who shall have authorization to make decisions on behalf of Client.

Duration

This MSA becomes effective on the Effective Date defined above and remains in effect for as long as any Order is in effect or Client continues to receive or use the Services. Termination or expiration of any individual Order will not terminate this MSA unless no other Orders remain active. Each Order will have its own term, renewal, and termination provisions.

Client acknowledges that Provider may enter into agreements with third-party vendors in order to provide the Services. In the event any such third-party agreements for Client's benefit have durations that differ from the term of this MSA and should this MSA or such service be canceled or terminated for any reason, Client agrees to pay any associated third-party fees incurred by Provider until such obligation has been satisfied. For the avoidance of doubt, and by way of example, should Provider obtain Microsoft 365 or VoIP service for Client, and an event of termination occur for any reason, Client would be

responsible for any early termination fees, fees until the remainder of the contract with Provider and that vendor, etc. This provision shall survive termination of this MSA.

Suspending Services

Provider may suspend Services to Client without notice, without liability, and without limiting any other remedy available to Provider at law or in equity if the Provider reasonably believes that 1) the Services are being used in violation of any law or in breach of this MSA; 2) suspending Services is necessary to protect its network or its other Clients; and 3) laws, rules, or regulations prevent the Provider from lawfully providing the Services. The Provider may also suspend Services without notice for the Client's failure to pay invoices in full upon the due date. In the event that the Provider suspends Services resulting from payment issues, the Provider will reinstate Services after receiving full payment and late payment fee of 5% of the total invoice amount. Further, Client will be charged at the then-current hourly rate for the time expended in disabling and reinstating Services.

Service Fees and Payment Terms

Unless otherwise provided herein, Service Fees and Payment Terms are described in an applicable Order.

Unless otherwise specified in an Order, invoices are due for the following Services as follows:

1. Managed Services require Fees paid through bank ACH. Managed Services Fees are invoiced on the first day of the month and must be received by the fifth day of the month that the Client receives Services. Initial payments may be made via check (electronic checks accepted) for the period prior to the first full month's payment;
2. Project Services Fees greater than \$10,000 require 50% payment due prior to starting the project and 50% due upon completion. Project Services Fees less than \$10,000 are 100% due upon completion; and
3. Additional services, materials, equipment, and licensing Fees are due as specified in the Order.



In the event of an invoice dispute, Client shall deliver a written statement to the Provider no later than 15 days after receiving the invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not disputed shall be deemed accepted and shall be paid. Provider will address payment disputes in accordance with the Dispute Resolution section of this MSA. Client's obligation to pay for any Services or materials provided under this MSA or Order will survive the termination or expiration of the applicable Order.

Disengagement and Transfer Assistance

In the event that the Client requests assistance to disengage Services from Provider and transfer assets (licenses or equipment) or Services to another service provider, the Provider will charge Client a fixed-Fee in an amount equal to the then-current transfer assistance Fees for Services to be transferred, which must be paid to Provider prior to Provider rendering such transfer assistance or providing documentation. Provider shall not be liable for any disruptions, delays, or losses resulting from the transfer process, and the Client assumes all risk associated with the transition to a new service provider.

Taxes

Service Fees do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America (USA) or other countries based on the licenses or Services provided under this MSA or Client's use thereof. Client will pay all such taxes or tariffs as may be imposed upon Provider or Client, except income taxes imposed on Provider by the USA or any state or local government therein. Client will be invoiced for, and Client will pay, any such taxes or tariffs if Provider is required to pay them on Client's behalf.

Title and Risk of Loss

Unless expressly provided, this MSA does not transfer title or ownership rights in any materials of the other Party. Each Party will bear the risk of loss of any of the other Party's materials located at a Party's facility.

Client Environment and Facilities

For Services provided on Client's premises, Client will provide an appropriate and safe workspace for Provider to perform the Services. Client will also grant Provider with access credentials to all information, passwords, and facilities that are necessary for Provider to perform the Services. Client may revoke Provider's access privileges for

any reason and at any time; provided however, if access to information, passwords, facilities or Client Materials is denied, the Client understands that the Provider may be unable to adequately perform its duties, and Client will hold the Provider harmless. Client will further provide a suitable environment for any equipment located in Client's environment. At a minimum, the environment should include the appropriate temperature, static electricity and humidity controls, and properly conditioned electrical supply for each piece of equipment.

Client further acknowledges that some security breaches involve attacks on computer systems and data. For example, there are viruses and other malware that: (i) delete or destroy data (sometimes individual files, but sometimes even an entire disk by corrupting a master boot record or other key element); (ii) modify files (such as parasitic malware that attaches itself to a file and modifies the file to enable its own execution and/or propagation); (iii) encrypt files on systems (such as ransomware that uses asymmetric encryption); and (iv) seek to exfiltrate data for the attackers' personal gain (such as selling information on the "black market"). In addition, there are certain attacks that prey on humans being trustworthy, such as phishing attacks and social engineering schemes. Certain Services offered by Provider are intended to reduce the probability of these attacks occurring on a Client system. Provider cannot guarantee that the Services will prevent all such occurrences of attacks, especially human-based incidents. Moreover, while Provider may offer recommendations to enhance the overall security of Client's systems, data, and network, Provider is not responsible for creating Client's security policies and will merely implement the policies as provided by Client (including HIPAA- and PCI-related settings). Provider will use commercially reasonable efforts in the event of a data attack to reverse the effects of the attack if Client has subscribed to one of our services offering this support; however, Client is ultimately responsible for the business continuity and operation of its computer systems and ensuring that data is properly backed up and able to be restored.

Software Installation or Replication

If Provider is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed for such installation or replication. Client's act of providing any software to Provider will be deemed as Client's affirmative acknowledgment, representation and



warranty to the Provider that Client has a valid license, which permits Provider to perform the related Services. This MSA does not transfer any right, title, or interest in Provider-supplied software or third-party software to the Client. The Client's use of any Provider supplied software is subject to all applicable terms of any end-user license agreement (EULA) pertaining to the software, a copy of which will be made available to Client upon request. For any Provider-supplied software, the Client shall not, and shall not permit any third party, to: 1) distribute or allow others to distribute copies of the software or any part thereof to any third party, 2) tamper with, reproduce, modify or copy the software or any part thereof, 3) 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 4) 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. Provider assumes no duty or responsibility to monitor Client's equipment for the presence or installation of unlicensed software and Client retains all responsibility related to software installed by anyone other than Provider. Client will indemnify and hold harmless Provider against all damages and expenses it may incur (including reasonable attorneys' fees and disbursements) related to Client providing infringing materials to Provider or any Client breach of this Section.

Ownership Rights

Each Party retains all rights and title to intellectual property that was owned by such Party and that existed prior to the date that Provider began performing Services for the Client. Additionally, each Party retains all rights and title to intellectual property it develops independently from the Services performed under this MSA. To the extent that Provider develops any intellectual property for use by the Client, Provider grants Client a royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual, world-wide license to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit the developed intellectual property. For clarity, any development ordered by Client under this MSA is not a "work made for hire" as described under Section 101 of the federal Copyright Act (title 17 of the U.S. Code) and Provider retains and reserves all rights not expressly granted to the Client.

Third-Party Services

Client acknowledges and understands that Provider relies on the performance of third parties for certain Services and for particular projects from time-to-time. Accordingly, Client approves Provider to use third parties and subcontractors as necessary to provide the Services to Client. Provider agrees, as Client's sole and exclusive remedy for third party services, to pass to the Client any warranties offered for the performance of third party services. Accordingly, Provider disclaims responsibility for any failure in third party services and any Client business downtime or business interruption resulting from third-party services.

Third Party Products

In the event that Client purchases third-party hardware, software, or other products, Client acknowledges that such purchases do not include installation, training, consulting or other Services by Provider unless expressly specified in an Order. Product warranties for third-party products, if any, are provided by the manufacturers thereof and not by Provider. The Provider's sole obligation is to act on behalf of Client to assist in the satisfaction of any such warranty. Accordingly, Provider disclaims responsibility for any failure in any third party product, service or Client business downtime or business interruption resulting from third-party products or services.

Confidentiality

The term "Confidential Information," as used in this MSA, means any and all technical and business information (tangible or intangible), whether written, electronic, oral or graphic, that representatives of either Party may disclose or reveal to the other Party, including, but not limited to, quotes and price lists, financial plans or records, marketing plans, business strategies, relationships with third parties, client lists, present or proposed products, trade secrets, know how, processes, computer software programs, software tools and descriptions of functions and features of software, source code, computer hardware designs, information regarding Clients or suppliers, founders, employees or affiliates, methods for systems integration, a Party's data, and company systems or software. The receiving Party shall hold such information in confidence for three (3) years after termination of this MSA, restrict disclosure of such information solely to its employees and subcontractors with a business need to know such information, and use a degree of care no less than the degree of care as it uses for its own proprietary information to prevent the



unauthorized disclosure, use or publication of such proprietary information. The confidentiality obligations under this MSA are separate and in addition to any existing non-disclosure agreement in effect between the Parties and will survive for three (3) years from the termination of this MSA.

Conflict

If the MSA conflicts with any Schedule or Order, then the terms of this MSA control unless the Schedule or Order explicitly overrides this MSA.

Provider Warranty

Subject to the exclusions described in the Schedule for Managed Services Exclusions, Provider warrants that it will perform the Services substantially in accordance with the specifications set forth in an Order. For any breach of the foregoing warranty, Provider will exercise commercially reasonable efforts to re-perform any non-conforming Services within the ten (10) business day period immediately preceding the date of Client's written notice to Provider specifying in reasonable detail such nonconformance. If Provider concludes that conformance is impracticable, then Provider will refund applicable Fees paid by Client to Provider hereunder, if any, allocable to such non-conforming Services. Notwithstanding the foregoing, the Client may terminate the non-conforming portions of an Order according to the Termination for Convenience section of this MSA.

Insurance

During the Term of this MSA, each Party will maintain, at its own expense, commercial general liability insurance with policy limits of not less than One Million Dollars (US \$1,000,000.00) per occurrence. Provider shall also maintain professional liability coverage including errors & omission and cyber liability coverage with aggregate limits of not less than One Million Dollars (US \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors, contractors, and employees. During the Term of this MSA and for a period of four (4) years thereafter, Client agrees to maintain cyber liability insurance from a reputable carrier. Client shall ensure its policies and procedures are aligned with the requirements of the cyber liability insurance policy Client selects.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA, PROVIDER DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF COMPLIANCE WITH REGULATORY REQUIREMENTS (E.G. HIPAA, SOX, PCI), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PROVIDER DISCLAIMS ANY REPRESENTATION OR WARRANTY FOR ANY NON-INFRINGEMENT, PERFORMANCE OF THIRD-PARTY PRODUCTS OR SERVICES, OR PROTECTING CLIENT'S DATA FROM LOSS RESULTING FROM A DATA BREACH OR IN THE COURSE OF PERFORMING SERVICES.

Limitation of Liability

Except for gross negligence or intentional misconduct of the Provider, the Provider is not liable for any loss, damage, or expense to Client or any third party. In addition, Provider's liability under this MSA together with all Schedules, Orders, attachments, and amendments is limited to the amount of Service Fees for labor performed by Provider and actually paid by Client to Provider in the six (6) months prior to any claim arising. Under no circumstance is Provider liable for the acts of third parties.

IN ADDITION, NEITHER PARTY NOR ITS RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS, SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ARE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, DELAY, DATA LOSS OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

The limitation of liability survives the termination of any Order or the MSA, including any applicable Schedule.

Indemnity by Provider

Provider agrees to indemnify and hold the Client harmless from and against any third-party claim loss, liability, or expense including reasonable attorneys' fees caused by any of Provider's: 1) grossly negligent acts or omissions; 2) 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 3)



dishonesty of Provider's senior officers or employees provided. Provider's indemnity in this section is subject to the liability limitations set forth in this MSA.

Indemnity by Client

Client shall defend, indemnify and hold Provider harmless against any third-party claims, costs, or expenses, including reasonable attorneys' fees, associated with the defense or settlement of any claim that: 1) Provider's use, access or modifications of any software that Client has required as part of the Services infringes any intellectual property right or privacy right, 2) Client's use of, or representations made while using, the Services violates any law or infringes any intellectual property right, or 3) Client fails to notify Provider in writing of a regulatory requirement necessary to perform the Services. Additionally, Client will pay any judgments or settlements based on any such claims described in this section. This section will survive the termination of this MSA.

HIPAA

To the extent that Client is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services including the HITECH Act, Provider represents and warrants that it will comply with the requirements relating to business associates. If a Business Associate Agreement (BAA) pursuant to HIPAA is required with respect to the Services, a BAA will be executed by the parties and incorporated in this MSA as a Schedule. In the event that the Provider uses one or more subcontractors or agents to provide Services under this MSA, and such subcontractors or agents receive or have access to protected health information (PHI), each such subcontractor or agent shall sign an agreement with the Provider that complies with HIPAA.

Termination for Cause

In the event that the Client breaches a material term of this MSA, the Provider will notify the Client in writing, at which point the Client will have ten (10) business days to cure the breach. If the Client fails to cure the breach during the cure period, the Provider may immediately terminate this MSA or any applicable Order. Upon such termination, the Provider will cease all services, and the Client will be liable for all Fees for Services provided through the termination date, any Fees that would have otherwise been due to the Provider under the Order but

for the Client's breach, and any costs incurred by the Provider due to the breach.

In the event that the Provider breaches a material term of this MSA, then the Client must notify the Provider in writing, at which point the Provider will have ten (10) business days to cure the breach. If the Provider fails to cure the breach during the cure period, then the Client as its sole and exclusive remedy may immediately terminate an Order and pay the Fees for Services unaffected by the breach provided through the date of termination and receive a refund for any pre-paid Fees for Services affected by the breach from the date of the breach.

Termination for Non-Payment

If the Client fails to pay invoices in full upon the due date, the Provider may immediately suspend services without notice in accordance with the Suspending Services section of this MSA. If the Client does not cure the payment default within ten (10) business days following the invoice due date, the Provider may terminate this MSA or any applicable Order immediately without notice to the Client. Upon such termination, all services will cease, and the Client will remain liable for any outstanding balances, including late payment fees and any costs associated with the termination or reinstatement of services.

Changes in Service Methods

Provided that the Provider offers substantially the same Services or effectuates substantially the same outcomes as agreed to in an Order, the Provider may without notice change its methods of, or tools for, providing Services to the Client. For example, Provider may choose to change its monitoring software vendor and utilize a different software product if the monitoring software provides, in the Providers sole discretion, substantially the same or better features, functionality, or outcomes as the prior software product.

No Solicitation of Employees

During the term of this MSA and for one (1) year thereafter, neither Party will, without the prior written approval of the other Party, solicit for employment any employee or known contractor of the other Party or directly or indirectly induce any employee or known contractor to terminate employment with the other Party. Both parties acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from



such breach. Therefore, in the event either party violates this provision, that party shall pay as liquidated damages to the other an amount equal to 100% of the affected employee's total annual compensation as of the last date that individual was employed by the aggrieved party. The amount of such liquidated damages 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. The Parties agree that ongoing performance under this MSA is adequate consideration and that this provision is reasonable and necessary to protect a legitimate business interest, including but not limited to a Party's good will toward its employees or its customer relationships developed by its employees.

Independent Contractor

The Provider is an independent contractor with respect to its relationship to the Client. Provider, without notifying or obtaining the consent of the Client, may enter into agreements with the Client's competitors. Neither the Provider nor the Provider's employees or contractors are or shall be deemed for any purpose to be employees of the Client. The Client shall not be responsible to the Provider, the Provider's employees, or any governing body for any payroll taxes related to the performance of the Services. This MSA shall not be construed to create a joint venture or partnership between the Parties.

Severability

If any provision of this MSA, a Schedule, or an Order is held to be invalid, illegal or unenforceable, the remaining portions of this MSA shall remain in full force and effect and construed so as to best effectuate the original intent and Scope of this MSA.

Attorneys' Fees and Costs

In the event that either Party is required to bring an action in connection with the performance, breach, or interpretation of this MSA, the prevailing Party in that action shall be entitled to recover from the losing Party all reasonable costs and expenses of litigation, including reasonable attorneys' fees, court costs, costs of investigation, accounting, and other costs reasonably related to the litigation in both the trial and appellate courts.

Force Majeure

With the exception of Client's obligation to pay Fees for Services rendered, neither Party shall be responsible for

any failure to perform or for any delay caused where such failure or delay is due to circumstances reasonably beyond the Party's control. Examples of force majeure events include, but are not limited to acts of God or nature, fire, flood, government acts (including, but not limited to, mandate, lockdown, shut down, travel and other related restrictions due to virus or disease such as coronavirus), civil unrest, acts of war or terrorism, failures in telecommunications, internet service providers or hosting facilities, power shortages, denial of service attacks, viruses, malware, hackers, or third-party software.

No Waiver

No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this MSA will not constitute a waiver of any other or subsequent default or breach.

Governing Law / Forum

This MSA shall be construed in accordance with the internal laws of the State of Florida, without regard to conflict of laws rules. Venue shall be in a court of competent jurisdiction in the State of Florida, Lee County, and both parties expressly consent to jurisdiction in such courts. It is the Client's sole responsibility to notify the Provider in writing of any regulatory requirement necessary for Provider to perform the Services.

Dispute Resolution

Client agrees to only bring disputes in good faith and to notify the Provider in writing and in a timely and reasonable manner and to allow Provider up to ten (10) business days to provide Client with a detailed explanation or a proposed resolution. Except for payment disputes by Provider, any dispute or controversy under or related to this MSA including with respect to the execution, interpretation, performance, or termination thereof must be referred to mediation in the State of Florida, Lee County as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. The costs of mediation services, excluding attorneys' fees, will be divided equally between the Parties. Provider will make commercially reasonable efforts to resolve payment disputes initiated by the Client.



Assignment

Neither Party may assign this MSA without the prior written consent of the other Party except to an entity under common control with the assigning Party or as part of a merger, acquisition, sale of all or substantially all of the Party's assets, or other corporate restructuring.

Successors and Assigns

This MSA shall be binding on and inure to the benefit of the Parties to this MSA and their respective heirs, representatives, successors, and permitted assigns.

Notices

Any notice required under this MSA shall be sent by e-mail to the address designated by each Party in the applicable Order, or as otherwise updated by a Party in writing from time to time. . Registered mail, return receipt requested, overnight express mail or personal delivery to the address

designated by each Party in the applicable Order is also acceptable after or in conjunction with notice via e-mail. Notices sent by registered mail shall be deemed effective on the third business day following mailing. Notices sent otherwise shall be deemed effective on receipt. Address changes require prior written notice.

Entire Agreement

This MSA supersedes all prior agreements and understandings between the Parties for performance of the Services and constitutes the complete agreement and understanding between the Parties. Provider may update or modify the Online Agreements at any time by posting the updated version at www.ocsit.com. Continued receipt or use of the Services after such posting constitutes Client's acceptance of the modified Online Agreements.

