



## MASTER SERVICE AGREEMENT

This Master Services Agreement (this “Agreement”) dated Date is between **Onetech360 LLC (“ONETECH360”)**, a New York limited liability company.

ONETECH360 and the Client shall collectively be referred to as the Parties.

1. **SCOPE OF SERVICES; Statement of Work (hereinafter “SOW”).** This Agreement governs all the services that we perform (collectively, the “Services”). The Services will be described in one or more statements of work that we provide to you (each, a “SOW”). Once the Parties sign a SOW, the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference or conflict between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
2. **DEFINITIONS.** The terms in this section will have the meanings listed below; other terms may be defined within the context of this Agreement.
  - a. *“Authorized Contact”* means that person designated by a party to receive and provide instructions and directions concerning the Services.
  - b. *“Client-Side Downtime”* will have the meaning described in Section 9.a.ii, below.
  - c. *“Confidential information”* will have the meaning described in Section 10.a, below.
  - d. *“Effective Date”* means the latest date of the signatures of the parties below.
  - e. *“Hard Costs”* will have the meaning described in Section 8.a, below.
  - f. *“Minimum Requirements”* means the minimum hardware and software infrastructure that must be supplied and maintained by you at all times in order for ONETECH360 to provide the Services to you.
  - g. *“Response Time”* will have the meaning described in Section 9.a, below.

- h. “*Onboarding Exception*” will have the meaning described in Section 9.b, below.
- i. “*System*” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by ONETECH360 pursuant to this Agreement or any SOW.
- j. “*System Malfunction*” will have the meaning described in Section 8.b(i), below.
- k. “*Term*” will have the meaning described in Section 8, below.
- l. “*Third-Party Products*” will have the meaning described in Section 6.a, below.
- m. “*Updates*” means patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software and/or hardware devices.
- n. “*ONETECH360 Equipment*” will have the meaning described in Section 8.e, below.

### 3. GENERAL REQUIREMENTS.

- a. *System Architecture.* ONETECH360’s fees are based upon the configuration of the Client’s System as described in the applicable SOW. System configuration changes (if any) will be administered, and invoiced, as stipulated in the SOW. Any System-related changes that are not expressly described or accommodated under the SOW will be out-of-scope, and will not be implemented unless agreed upon, in writing, by the Parties.
- b. *Requirements.* At all times, all software on the System must be genuine and licensed, and the Client agree to provide ONETECH360 with proof of such licensing upon our request. If ONETECH360 requires the Client to implement certain Minimum Requirements in a SOW, the Client agrees to do so as an ongoing requirement of ONETECH360 providing its Services to the Client.
- c. *Maintenance; Updates.* If Updates are provided under a SOW, ONETECH360 will install Updates only if ONETECH360 has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System. ONETECH360 will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer’s or applicable vendor’s instructions.
- d. *Third-Party Support.* If, in ONETECH360’s reasonable discretion, a hardware or software issue requires vendor or OEM support, ONETECH360 may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed

\$75.00, ONETECH360 will obtain the Client's permission before incurring such expenses on your behalf.

- e. *Insurance.* If you are supplied with ONETECH360 Equipment, you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. ONETECH360 shall be listed as an additional insured on any policy acquired and maintained by you hereunder, and the policy shall not be canceled or modified without prior notification to ONETECH360. Upon ONETECH360's request, the Client agrees to provide proof of insurance to ONETECH360, including proof of payment of any applicable premiums or other amounts due thereunder.
  - f. *Advice; Instructions.* From time to time, ONETECH360 may provide the Client with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For illustrative purposes, such advice or directions may include installing cooling mechanisms or environmental controls in a server room, or increasing the System's server or hard drive capacity, etc.). You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. ONETECH360 will not be responsible for any System downtime caused by the Client's failure to promptly follow ONETECH360's advice or directions. Any services required to correct or remediate issues caused by the Client's failure to follow ONETECH360's advice or directions, as well as any services required to bring the System up to the Minimum Requirements, will be billed to you at ONETECH360's then-current hourly rates.
  - g. *Authorized Contact(s).* The Client understands and agrees that ONETECH360 will be entitled to rely on any directions or consent provided to ONETECH360 by any of the Client's Authorized Contacts. If no Authorized Contact is identified in an applicable SOW, then the Client's Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If the Client desires to change your Authorized Contact(s), please notify ONETECH360 of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
4. **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay ONETECH360 on an hourly basis pursuant to ONETECH360's standard hourly rate schedule, which will be provided to you prior to the commencement of Services.
- a. *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the calendar month in which the Services are to be provided to you. Payments made by ACH will be deducted from your

designated bank account on the first business day of the month in which the Services are to be provided. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are expressly stated in the SOW.

- b. *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. If fees are not timely paid, ONETECH360 may provide you with written notice of payment default. If payment is not received within fifteen days after such notice is delivered to you, then ONETECH360 reserves the right, but not the obligation, to suspend part or all the Services until the applicable fees are paid. All disputes related to fees must be received by us within forty-five (45) days after the applicable Service is rendered or the date on which you receive an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you in the event that ONETECH360 suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

5. **ACCESS.** You hereby grant to ONETECH360 the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System for the purpose of enabling ONETECH360 to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for ONETECH360 to provide Services to the System and, if applicable, at your designated premises.

6. **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**

- a. *Hardware I Software Purchased Through ONETECH360.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through ONETECH360 (“Third-Party Products”) are nonrefundable once the applicable purchase order is placed in ONETECH360’s queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products unless any deficiencies are caused by our gross negligence or willful misconduct. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided “as is” and without any warranty whatsoever as between ONETECH360 and you (including but not limited to implied warranties).

- b. *Limitations.* In no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits (except for fees due and owing to ONETECH360), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages. Except for your payment obligations and each party's indemnification obligations described in this Agreement, each party's aggregate liability to the other for damages from any and all causes whatsoever and regardless of the form of action that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort or negligence, shall be limited to the amount of the aggrieved party's actual direct damages, not to exceed the amount of fees paid by you to ONETECH360 for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are the result of an aggrieved party's willful misconduct or gross negligence.
- c. It is understood and agreed that the costs of hardware or software (if any) provided to Client under this Agreement shall not be included in the calculation of the limitation of damages described in this paragraph.

7. **INDEMNIFICATION.** You agree to indemnify, defend and hold ONETECH360 harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, your breach of this Agreement, or which relate to any act or omission undertaken or caused by you. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. You shall not settle any matter for which you are providing a defense and/or indemnity to ONETECH360 without ONETECH360's prior written consent, which shall not be unreasonably withheld.

8. **TERM; TERMINATION.** This Agreement will begin as of the latest date of the signatures of the parties below, and will continue until terminated as described in this Section (the "Term"). Since this is a master agreement, you may have the option (depending on the circumstances) to terminate individual SOWs without affecting other SOWs that are in-progress.

- a. *Termination Without Cause.* Unless otherwise agreed by the parties in writing, no party will terminate a SOW without cause prior to the SOW's natural expiration date. If you terminate a SOW without cause, then you will be responsible for paying the early termination fee described in the applicable

SOW. If no early termination fee is listed, then prior to the effective date of termination of this Agreement without cause, you agree to pay ONETECH360 an amount equal to (i) all expenses incurred by ONETECH360 in its preparation and provision of the Services to you, *e.g.*, licensing fees incurred by ONETECH360, non-mitigatable hard costs, etc. (“Hard Costs”), as well as (ii) fifty percent (50%) of all fees that would have been paid to ONETECH360 had the term not been terminated prematurely.

- b. *Termination For Cause.* In the event that one party (a “Defaulting Party”) commits a material breach under a SOW or under this Agreement or under the Mutual Nondisclosure Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a “For Cause” termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If ONETECH360 terminates this Agreement or any SOW For Cause, then ONETECH360 shall be entitled to **receive**, and you hereby **agree** to pay to ONETECH360, (i) all amounts that would have been paid to ONETECH360 had this Agreement or SOW (as applicable) remained in effect, and (ii) all Hard Costs. If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the effective date of termination.
- c. *Client Activity As A Basis for Termination.* In the event that any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction on three (3) occasions or more (“System Malfunction”), and you fail to remedy, repair or replace the System Malfunction as directed by ONETECH360, then ONETECH360 will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at ONETECH360’s discretion, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d. *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e. *Equipment / Software Removal.* Upon termination of this Agreement for any reason, you will provide ONETECH360 with access, during normal business hours, to your premises or any other locations at which ONETECH360-owned equipment or software (collectively, “ONETECH360 Equipment”) is located to enable ONETECH360 to remove all ONETECH360 Equipment from the premises. If you fail or refuse to grant ONETECH360 access as described herein, or if any of the ONETECH360 Equipment is missing, broken or damaged (normal wear and tear excepted) or any of ONETECH360-supplied software is missing, ONETECH360 will have the right to invoice you for, and

you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

- f. *Transition; Deletion of Data.* In the event that you request ONETECH360's assistance to transition to a new service provider, ONETECH360 will provide such assistance if (i) all fees due and owing to ONETECH360 are paid to ONETECH360 in full prior to ONETECH360 providing its assistance to you, and (ii) you agree to pay ONETECH360 its then-current hourly rate for such assistance, with up-front amounts to be paid to ONETECH360 as may be required by ONETECH360. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Unless otherwise expressly stated in a SOW, ONETECH360 will have no obligation to store or **maintain** any Client **data** in ONETECH360's possession or control beyond thirty (30) calendar days following the termination of this Agreement. ONETECH360 will be held harmless for, and indemnified by you, against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, ONETECH360's deletion of your data beyond the time frames described in this Section.

## 9. **RESPONSE; REPORTING.**

- a. *Response.* ONETECH360 warrants and represents that ONETECH360 will provide the Services, and respond to any notification received by ONETECH360 of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception, or (ii) periods of delay caused by Client-Side Downtime, or (iii) periods in which ONETECH360 is required to suspend the Services to protect the security or integrity of your System or ONETECH360's equipment or network, or (iv) delays caused by a force majeure event.
- i. *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by ONETECH360 but which will not occur between the hours of 9 AM and 5:30 PMEST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time ONETECH360 will perform scheduled maintenance or adjustments to its network. ONETECH360 will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
- ii. *Client-Side Downtime.* ONETECH360 will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays

or deficiencies are caused by your actions or omissions (“Client-Side Downtime”).

iii. *Remedies; Limitations.* Except for the Onboarding Exception, if ONETECH360 fails to meet its service level commitment in a given calendar month, then upon receiving your written request for credit, ONETECH360 will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty- five (45) days after you either (i) report the outage or service failure to ONETECH360, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for ONETECH360’s failure to meet any service level commitment during the term of this Agreement.

b. *Onboarding Exception.* You acknowledge and agree that for the first ten (10) business days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to ONETECH360, it being understood that there may be unanticipated downtime or delays due to ONETECH360’s initial startup activities with you (the “Onboarding Exception”).

## 10. **CONFIDENTIALITY.**

a. *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to ONETECH360 by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of ONETECH360, (ii) was developed independently by ONETECH360, or (iii) is or was lawfully and independently provided to ONETECH360 prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b. *Use.* ONETECH360 will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill ONETECH360’s obligations under this Agreement. If ONETECH360 is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then ONETECH360 will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c. *Due Care.* ONETECH360 will exercise the same degree of care with respect to the Confidential Information it receives from you as ONETECH360



normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

- d. *Compelled Disclosure.* If ONETECH360 is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, ONETECH360 will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive ONETECH360's compliance with the provisions of this Section. ONETECH360 will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, ONETECH360 may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that ONETECH360 has been advised by written opinion of counsel reasonably acceptable to ONETECH360 that it is legally compelled to disclose.

## 11. **THIRD-PARTY SERVICES.**

- a. *EULAs.* Portions of the Services may require you to accept the terms of one or more third-party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, ONETECH360 is required to comply with a third-party EULA and the third-party EULA is modified or amended, ONETECH360 reserves the right to modify or amend any applicable SOW with you to ensure ONETECH360's continued compliance with the terms of the third-party EULA.
- b. *Data Loss.* If backup and/or disaster recovery services are to be provided under a SOW, then you hereby understand and agree that ONETECH360 will not be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) ONETECH360's failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services.
- c. *BYOD* ("Bring Your Own Device"). You hereby represent and warrant that ONETECH360 is authorized to provide the Services to all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones, and tablet computers) that (i) are connected to the System, and (ii) have been designated by you to receive the Services, regardless of whether such device(s) are owned, leased or otherwise

controlled by you. Unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from or unconnected to the System.

- d. *OWNERSHIP.* Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights in one party’s Intellectual Property to the other party.

## 12. MISCELLANEOUS

- a. *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, ONETECH360 may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party’s voting securities is transferred; provided such assignee expressly assumes the assignor’s obligations hereunder.
- b. *Amendment.* No amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by ONETECH360, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.
- c. *Time Limitations.* The parties mutually agree that any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within twelve (12) months after the cause of action accrues or the action is forever barred. *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction or any arbitrating entity, such provision will be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- d. *Other Terms.* ONETECH360 will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and

the Agreement will be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

- e. *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- f. *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not act to modify this Agreement or provide binding contractual language between the parties. ONETECH360 will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- g. *Force Majeure.* ONETECH360 will not be liable to you for delays or failures to perform ONETECH360's obligations under this Agreement or any SOW because of circumstances beyond ONETECH360's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, and acts of God.
- h. *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of ONETECH360's employees or subcontractors to discontinue or reduce the scope of their business relationship with ONETECH360, or recruit, solicit or otherwise influence any employee or agent of ONETECH360 to discontinue such employment or agency relationship with ONETECH360. In the event that you violate the terms of the restrictive covenants in this Section, you acknowledge and agree that the damages to ONETECH360 would be difficult or impracticable to determine, and you agree that in such event, as ONETECH360's sole and exclusive remedy therefore, you will pay ONETECH360 as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus).
- i. *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.

- j. *Insurance.* ONETECH360 and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. ONETECH360 agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail, return receipt requested.
- k. *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the State of New York. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in New York County, in the State of New York, for any and all claims and causes of action arising from or related to this Agreement. YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.
- l. *No Third-Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m. *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- n. *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in New York County, New York, such period will be extended to and through the next succeeding business day in New York County, New York.
- o. *Notices: Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by certified mail, return receipt requested, or via email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail repository or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. ONETECH360 designates the following email address for the receipt of all notices: info@onetech360.com. Notwithstanding the foregoing, any notice from you to ONETECH360 regarding (a) any alleged breach of this Agreement by ONETECH360, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to ONETECH360 either by U.S. mail or fax, unless such requirement is expressly and specifically waived by ONETECH360. All electronic

documents and communications between the parties will satisfy any “writing” requirement under this Agreement. The address to which all notices shall be sent for ONETECH360 is 201 Lackawanna Ave, Suite 224, Scranton PA 18503

- p. *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint ventures of the other. *Subcontractors.* ONETECH360 guarantees all work performed by any ONETECH360-designated subcontractor as if ONETECH360 performed such work itself.
- q. *Attorneys’ Fees.* The parties agree to work in good faith to resolve any issues or disputes that may arise between them under this Agreement. However, if after working in good faith, the parties are unable to resolve a particular issue or dispute, then the aggrieved party may bring an action to enforce the terms of this Agreement, in which event the prevailing party shall be entitled to an award of the reasonable attorneys’ fees and costs that it incurred at all stages of the action, including without limitation, at trial and appeal. Litigation shall only be commenced if arbitration is unsuccessful and an arbitrator shall be chosen mutually from the National Academy of Distinguished Neutrals.
- r. *Counterparts.* The parties may sign and deliver this Agreement and any SOW in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party’s signature for all purposes.