



MASTER SERVICES AGREEMENT

COMPUTER DESIGN & INTEGRATION LLC

This Master Services Agreement and attached schedules (“MSA”) is by and between **COMPUTER DESIGN & INTEGRATION LLC (“CDI”)** and **the ORDERING CLIENT identified in and signing a CDI Statement of Work or Product Quote (“Client”)**; (each, a “Party” and together, the “Parties”).

This MSA, along with any executed Statements of Work (defined below) and if applicable and executed, CDI’s DPA (defined below), constitutes the complete agreement between CDI and Client (the “Agreement”).

1. DEFINITIONS

Capitalized terms have the meanings set out or referred to in this Section.

“**CDI Parties**” has the meaning set forth in Section 13.1.

“**Client Parties**” has the meaning set forth in Section 13.2.

“**Confidential Information**” has the meaning set forth in Section 9.1.1.

“**Deliverables**” means any custom documentation or other written materials prepared by CDI for Client.

“**Effective Date**” means the date of last signature of this Agreement.

“**DPA**” means the Data Processing Agreement between the Parties.

“**EULA**” has the meaning set forth in Section 3.5.1.

“**Indemnified IP Claim**” has the meaning set forth in Section 13.2.

“**Initial Term**” has the meaning set forth in Section 5.1.1.

“**Managed Services**” or “**Modern IT Ops**” means CDI’s managed services, including, but not limited to, cloud hosting services and hosting infrastructure-as-a-service.

“**Managed Services Schedule**” means the Managed Services Schedule to Master Services Agreement attached hereto as Schedule 1.

“**Professional Services**” means CDI’s professional consulting services, including, but not limited to installation, implementation and customization of Third-Party Products.

“**XOD Services**” means pre-paid Professional Services provided on an ad-hoc, as-needed basis.

“**Payment Deadline**” means thirty (30) days following the date printed on any invoice.

“**Penetration Testing Services**” means CDI’s penetration testing services, including, but not limited to, external and internal network penetration testing, vulnerability assessments, gap assessments, and related reporting.



“**Personal Data**” means any information about or associated with, or capable of identifying, an identified or identifiable natural individual or household.

“**Pre-Existing IP**” has the meaning set forth in Section 6.1

“**Product Quote(s)**” means any written quote for Third-Party Products provided by CDI to Client.

“**Renewal Term**” has the meaning set forth in Section 5.1.1.

“**Rental Equipment**” means any computer equipment, racking, or associated hardware or other equipment manufactured by a third party and rented to Client to facilitate CDI’s delivery of Managed Services.

“**Services**” means the Managed Services, Professional Services, and/or XOD Services delivered by CDI to Client pursuant to a Statement of Work.

“**Statement of Work**” means any statement of work, service attachment, or service order form agreed to in writing by authorized representatives of both Parties under which CDI performs Services, which shall include a description of the Services to be performed, any Deliverables to be delivered, and the fees associated therewith, and, to the extent different from the provisions of this Agreement, warranty, support, delivery or other terms and conditions related to such Services.

“**Software**” means any third-party software installed on Rental Equipment or Third-Party Products, or provided or sublicensed by CDI to Client to facilitate CDI’s delivery of the Services.

“**Term**” shall mean the Initial Term, together with any Renewal Terms.

“**Third-Party Products**” means hardware and Software manufactured by a Third-Party Provider and sold or licensed by CDI.

“**Third-Party Provider**” means an unaffiliated third party that provides Third-Party Products and/or Third-Party Services.

“**Third-Party Services**” means services sold by CDI and performed by a Third-Party Provider. For purposes of this Agreement, Third-Party Services includes third-party software-as-a-service (SAAS).

“**Third-Party Offerings**” means Third-Party Products and Third-Party Services.

2. SERVICES & DELIVERABLES

2.1 Statements of Work. CDI agrees to perform the Services and deliver the Deliverables described in each Statement of Work in accordance with the terms of each applicable Statement of Work and this MSA. Except for XOD Services, and unless otherwise agreed in writing, the Services are limited to those specifically identified in each Statement of Work. Certain Services may be subject to additional terms and conditions, which shall be set forth in the applicable Statement of Work or in a schedule to this MSA. In the event of a conflict between the terms of this MSA and the terms of any Statement of Work, the terms of this MSA shall govern unless otherwise agreed to by the Parties in writing. Any terms or conditions appearing in any Client purchase order, acknowledgment, or other document that are different from or in addition to those set forth in the Statement of Work or this MSA shall not be binding on the Parties, even if signed and returned, unless both Parties hereto agree in a separate writing to be bound by such different or additional terms and conditions.



2.2 Deadlines. Unless otherwise specifically provided in a Statement of Work, any schedules or deadlines set forth therein are good faith estimates only.

2.3 Subcontractors. CDI may subcontract all or some of the Services set forth in a Statement of Work. If CDI elects to do so, CDI shall remain responsible for such subcontractor's performance of the Services, and delivery of the Deliverables (if applicable), as set forth therein.

2.4 Changes in Scope. With the exception of any changes to the unit quantities of Services or Deliverables identified in a Statement of Work, if Client wishes to implement changes in any Services or Deliverables during the term identified in a Statement of Work, it will be necessary to sign a change order or a new Statement of Work.

2.5 Managed Services. Managed Services are subject to additional terms and conditions set forth in the Managed Services Schedule attached hereto as Schedule 1. If Client purchases Managed Services, the Parties shall populate the open fields in the Managed Services Schedule and attach it to the applicable Statement of Work.

2.6 Penetration Testing Services. The Parties acknowledge and agree that this MSA does not apply to CDI's performance of Penetration Testing Services. If Client desires CDI to perform Penetration Testing Services, the Parties shall enter into a separate agreement.

3. THIRD-PARTY OFFERINGS

3.1 Third-Party Terms. Third-Party Offerings may be subject to additional terms and conditions imposed by the relevant Third-Party Provider. CDI shall provide a copy of such terms, or provide Client with access to such terms, along with the applicable Statement of Work or Third-Party Offering.

3.2 Third-Party Documentation and Warranties. Where applicable, CDI shall deliver or provide Client with copies or online access to copies of all Third-Party Provider warranties, specifications or similar documentation applicable to Third-Party Offerings. In cases where a Third-Party Provider does not provide a warranty directly to Client for Third-Party Offerings, CDI will assign, if assignable, any Third-Party Provider warranties on such Third-Party Offerings to Client. Notwithstanding the foregoing, CDI makes no representations or warranties regarding the Third-Party Offerings.

3.3 Product Quotes. All Product Quotes for Third Party Offerings are subject to the terms of the Agreement. The pricing for Third-Party Offerings reflected in all Product Quotes will remain effective for the time specified therein. If Client accepts the Product Quote, CDI will invoice Client for the relevant Third-Party Offerings and deliver or arrange for delivery of such Third-Party Offerings in accordance with the terms specified on the Product Quote. All Product Quotes are based on the specifications provided by Client, and any extra work or cost caused by any changes in those specifications will be reflected in the Client's invoices.

3.4 Title; Risk of Loss. Unless otherwise noted in a Product Quote or Statement of Work, Third-Party Products shall be shipped F.O.B. shipping point. Title and risk of loss shall pass to Client upon CDI's or the relevant Third-Party Provider's delivery of the Third-Party Products to the carrier.

3.5 Third-Party Software.

3.5.1 End User Licensing Terms. This Agreement does not transfer any right, title, or interest in the Software to Client other than the licenses expressly granted herein. Client's use of certain Software is subject to all applicable terms of any end-user license agreement applicable to the Software



(“EULA”). CDI shall provide Client with a copy of, or access to, any applicable EULA with the applicable Statement of Work or Software. Notwithstanding any other provision herein to the contrary, in the event of any conflict between the terms of this Agreement and any applicable EULA regarding Software, the terms of the EULA shall prevail.

3.5.2 License. To the extent Software is provided to Client that is not subject to a EULA, CDI grants client a non-exclusive, non-transferable (except in connection with a permitted assignment of the Agreement), non-sublicensable right to access and use the Software during the Term for Client’s internal business purposes in accordance with this Agreement.

3.5.3 Software Restrictions. Unless expressly permitted in an applicable EULA or Statement of Work, Client shall not, and shall not permit any third party, to: (i) distribute or allow others to distribute copies of the Software or any part thereof to any third party; (ii) tamper with, remove, reproduce, modify or copy the Software or any part thereof; (iii) 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 (iv) 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.

4. FEES AND PAYMENT

4.1 Payment Terms. Client shall pay the full undisputed amount reflected on any invoice delivered to Client. All payments owed to CDI as shown on any invoice are due by the Payment Deadline. Client shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid by the Payment Deadline. Client shall pay all such interest, as well as all costs and reasonable attorneys’ fees incurred by CDI in the collection of any delinquent sums.

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

4.3 Invoice Disputes. If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify CDI in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The Parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the Parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire undisputed portion of the invoice to CDI by the Payment Deadline. If the Parties ultimately determine that the disputed amount should have been paid by Client to CDI, Client shall pay such amount promptly, but in no event later than ten (10) days following such determination.

4.4 Suspension of Service. If Client fails to pay all undisputed amounts owed to CDI under the Agreement when due, or fails to pay the entire amount of an invoice and fails to give CDI notice of any disputed amounts pursuant to Section 4.3, then upon at least five (5) business days prior written notice to Client, CDI may downgrade or suspend Services under the Agreement until full payment is made. CDI’s right to suspend Services under this Section 4.4 is in addition to any other remedies available at law or in equity or under this Agreement, including CDI’s right to terminate the Agreement for non-payment. CDI shall not be liable for any damages resulting from downgrading or suspending the Services under this Section 4.4.

4.5 Taxes. Unless otherwise stated, all charges and fees specified in any Statement of Work or any Product Quote are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the products or Services. Client is responsible for the payment of any and all such taxes.

5. TERM AND TERMINATION

5.1 Term.

5.1.1 MSA. Unless otherwise specified in the Statement of Work or Product Quote, the term of the Agreement begins on the date that CDI begins delivering Services to Client, and, unless properly terminated by either party, the Agreement will remain in effect through the end of the term specified in the Statement of Work or Product Quote (“**Initial Term**”). This MSA shall automatically renew for successive twelve (12) month renewal terms (each, a “**Renewal Term**”) unless either Party delivers written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term, as applicable, or otherwise terminates the Agreement in accordance with the terms herein.

5.1.2 Statements of Work. The term of each Statement of Work shall begin on the start date specified in such Statement of Work and shall continue until the Agreement or Statement of Work is terminated in accordance with the terms herein, or performance and delivery of the relevant Services and/or Deliverables under such Statement of Work has been completed, whichever occurs first.

5.2 Termination for Cause. Either Party may terminate the Agreement at any time upon thirty (30) days’ prior written notice to the other Party in the event of a material breach of the Agreement by the other Party and the failure to cure such breach during that thirty (30) day period.

5.3 Termination for Convenience. CDI may terminate the Agreement or a Statement of Work for any reason upon at least ninety (90) days prior written notice to the Client.

5.4 Effect of Termination.

5.4.1 Agreement; Statement of Works. Upon any termination of the Agreement, or a Statement of Work, all fees and payments due to CDI as of the effective date of termination, including all accrued and unpaid fees, reimbursable expenses, and items or fees listed as “non-cancellable” in a Statement of Work, shall be paid to CDI within ten (10) days after delivery to Client of an itemized statement of those fees and expenses. Except in the event CDI terminates this Agreement for cause under Section 5.2, upon request, CDI shall assist Client in the orderly termination of Services, including timely transfer of the Services to another designated services provider. Client shall pay CDI the actual costs of delivering any such assistance.

5.4.2 Expiration. Expiration of this MSA will not, by itself, result in the termination of any Statement of Work, and this MSA will remain in effect notwithstanding such expiration unless and until all Statement of Works are terminated.

6. INTELLECTUAL PROPERTY

6.1 Pre-Existing IP. Subject to Section 6.3, each Party retains all patents, copyrights, trade secrets, trademarks, and other property rights in its intellectual property developed prior to the Effective Date or independent of this Agreement (“**Pre-Existing IP**”).

6.2 General Know-How. Notwithstanding anything to the contrary herein, CDI and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the Term, so long as CDI or its personnel acquire and apply such information without disclosure of Confidential Information of Client or use of Client’s Pre-Existing IP.



6.3 Deliverables. Subject to Client’s payment in full for all Services performed and all Deliverables delivered, all Deliverables created by CDI for Client hereunder shall be considered “works made for hire,” as that term is defined in the Copyright Act of 1976, the copyright ownership of which shall vest in Client. In the event that any Deliverables shall be deemed not to constitute a work made for hire under applicable law, or in the event that CDI should otherwise, by operation of law, be deemed to retain any rights therein, CDI assigns to Client, exclusively and perpetually, all such rights, title and interest throughout the world.

7. **CLIENT OBLIGATIONS**. To facilitate CDI’s performance of the Services, Client shall:

7.1 Provide access to supported network and telephone connections;

7.2 Deliver or procure any IT-related services not included in the Agreement, along with any equipment, space and utilities required by CDI to perform Services under the Agreement;

7.3 Designate a primary Client contact in each Statement of Work responsible for communicating with CDI, providing “eyes and hands” (e.g., for system reboots), receiving notifications and updates from CDI’s staff, and receiving alerts as may be required;

7.4 Provide CDI with any background materials or information requested by CDI to perform the Services under the Agreement, or as otherwise required by an applicable Statement of Work, prior to CDI’s commencement of the Services; and

7.5 Obtain permission for both Client and CDI to access and use Client’s system, data, including Personal Data, and software and hardware components for purposes of providing the Services under the Agreement. CDI shall not be liable for any default or delay in performance of its obligations under this Agreement caused in whole or in part by Client’s failure to obtain any such permissions prior to CDI’s commencement of the Services, which must be obtained at Client’s sole cost and expense.

8. **ACCEPTABLE USE**. If Client accesses or utilizes a CDI system or network, Client shall comply with CDI’s acceptable use policy posted at the following link:

[AUP.pdf \(cdillc.com\)](#)

CDI reserves the right at any time to modify its acceptable use policy by posting any changes at the above URL, at which time the modified acceptable use policy will supersede and replace any prior acceptable use policy. Client shall abide by all modifications to CDI’s acceptable use policy when accessing or using CDI systems or networks.

9. **CONFIDENTIALITY**

9.1 **Confidential Information**

9.1.1 **“Confidential Information”** means non-public information that is provided to or disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), or to which the Receiving Party otherwise has access, in connection with this Agreement. Confidential Information includes, without limitation, proprietary business information and trade secrets, business plans, investment activities, and marketing and promotion programs; financial and accounting data; information, lists, reports, and data pertaining to customers, suppliers, employees, contractors, products, and pricing; network information, usernames and passwords, hardware and software information, and network security protocols; and scientific or technical information, processes, data, formulas, and related concepts.

9.1.2 The Receiving Party may only disclose the Disclosing Party's Confidential Information to its employees, consultants or third-party contractors to the extent required for the Receiving Party to (i) perform its obligations hereunder; (ii) enforce its rights against the other; or (iii) if Client is the Receiving Party, to fully exploit the Services and any licenses granted hereunder. The Receiving Party shall ensure that employees, consultants, and third-party contractors with access to the Disclosing Party's Confidential Information are bound by and adhere to the terms of the confidentiality provisions of this Section 9. The Receiving Party shall be liable for the unauthorized use or disclosure of the Disclosing Party's Confidential Information by any third party to whom the Receiving Party discloses it. Without limiting the foregoing, the Receiving Party shall exercise at least the same standard of care in protecting the confidentiality of the Disclosing Party's Confidential Information as it does with its own Confidential Information of a similar nature and, in any case, no less than a reasonable standard of care. The confidentiality obligations under this Section 9.1.2 shall survive for a period of two (2) years following the termination or expiration of the Agreement. Notwithstanding the foregoing, the obligations of confidentiality hereunder with respect to Confidential Information that constitutes a trade secret under applicable law shall continue after termination of the Agreement until such information ceases to be a trade secret under applicable law.

9.1.3 Non-Confidential Information. Notwithstanding the preceding provision, Confidential Information does not include:

9.1.3.1 Information that at the time of disclosure is, without fault of the Receiving Party, available to the public by publication or otherwise;

9.1.3.2 Information that the Receiving Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;

9.1.3.3 Information received from a third party with the right to transmit such information without violation of any secrecy agreement with the Disclosing Party; and

9.1.3.4 Information that is independently developed by the Receiving Party.

9.2 Legally Mandated Disclosure. In the event that the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall, to the extent reasonably practicable and not prohibited by law, judicial, or regulatory authority, deliver prompt notice thereof to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy, at Disclosing Party's sole expense. The Receiving Party shall furnish only that portion of Confidential Information that is legally required and make reasonable efforts at the Disclosing Party's expense to obtain or assist in obtaining a protective order.

9.3 Confidential Agreement. No copy of this MSA, discussions, negotiations, or any other information relating to the Agreement may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without prior written consent of both Parties.

10. PERSONAL DATA. If CDI's performance of the Services requires CDI to process Personal Data provided by Client, the Parties shall execute CDI's DPA. The Parties acknowledge and agree that Client's Personal Data shall be processed solely to the extent required to perform Services under this Agreement and in accordance with the DPA. In the event of any conflict between the terms of the MSA and the DPA with respect to the processing of Personal Data, the DPA shall control. Client represents and warrants that it has obtained all legally required consents or otherwise has a legal basis to share Personal Data with CDI pursuant to this Agreement.

11. WARRANTIES AND DISCLAIMERS



11.1 CDI's Representations and Warranties. CDI represents and warrants that (i) the Services will be delivered in a professional and workmanlike manner and in accordance with the terms of the Agreement; and (ii) it has and shall maintain all rights, licenses, permissions, and consents necessary to perform its obligations hereunder.

11.2 CDI'S DISCLAIMER OF WARRANTIES.

11.2.1 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 11.1, CDI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.2.2 Some of the Services may require CDI to service or modify Third-Party Products that are not manufactured by CDI. Some manufacturer's warranties may become void if CDI or someone else, other than the manufacturer or its authorized representative, works on or with the hardware or software. CDI DOES NOT TAKE RESPONSIBILITY FOR THIRD-PARTY WARRANTIES OR FOR ANY EFFECT THE SERVICES MAY HAVE ON SUCH WARRANTIES.

11.3 Client's Representations and Warranties. Client represents and warrants that, without limiting its obligations elsewhere herein, (i) it has and shall maintain all rights, licenses, permissions, and consents necessary to perform its obligations hereunder; and (ii) it shall comply with all laws applicable to its obligations hereunder, including its use of the Services, the Deliverables, and the Third-Party Offerings, and its disclosure of Personal Data to CDI.

12. NO SOLICITATION. During the Term and for a period of one (1) year after the termination or expiration of the Agreement, Client and CDI shall not employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other; provided, however, that nothing herein shall prohibit either Party from hiring employees of the other Party if such employees initiate contact with the hiring Party or respond to a general employment advertisement or posting of the hiring Party.

13. INDEMNIFICATION

13.1 By CDI. CDI shall indemnify, defend and hold harmless Client, its officers, directors employees, and authorized representatives (the "**Client Parties**") from and against any and all third-party claims, actions, damages, losses, liabilities, judgments, settlements, costs, expenses and fees (including reasonable attorneys' fees) arising out of or related to (i) CDI's knowing infringement a U.S. patent or registered copyright in the development or creation of any Deliverables or in the performance of the Services (each, and "**Indemnified IP Claim**"); or (ii) CDI's gross negligence or willful misconduct. Client shall have the right to have counsel of its own choosing participate in the defense of any claim defended by CDI hereunder at the sole expense of Client. In the event that any Client Party receives a claim or notice of suit likely to give rise to a request for indemnification hereunder, the Client Party shall promptly give CDI notice of same and, upon receiving such notice, CDI agrees to defend the Client Parties in connection with same. Client must provide CDI with such assistance as CDI may reasonably request in the performance of its indemnity obligations hereunder, all at CDI's expense. The Client Parties shall not settle or attempt to settle any matter for which CDI is indemnifying a Client Party. CDI's obligation to indemnify Client with respect to Indemnified IP Claim(s) shall not apply to the extent that any alleged infringement results from: (1) information or materials provided by Client; (2) CDI's compliance with Client's instructions or specifications; or (3) Client's combination of the Deliverables with other information or materials not provided by CDI.

13.2 By Client. Client shall indemnify, defend and hold harmless CDI, its officers, directors, employees, and authorized representatives (the “**CDI Parties**”) from and against any and all third-party claims, actions, damages, losses, liabilities, judgments, settlements, costs, expenses and fees (including reasonable attorneys’ fees) arising out of or related to (i) any alleged infringement of a third party’s intellectual or proprietary rights resulting from: (a) information or materials provided by Client; (b) CDI’s compliance with Client’s instructions or specifications; or (c) Client’s combination of the Deliverables with other information or materials not provided by CDI; (ii) Client’s breach of the Agreement, including any representations or warranties set forth herein; or (iii) Client’s gross negligence or willful misconduct. CDI shall have the right to have counsel of its own choosing participate in the defense of any claim defended by Client hereunder at the sole expense of CDI. In the event that any CDI Party receives a claim or notice of suit likely to give rise to a request for indemnification hereunder, the CDI Party shall promptly give Client notice of same and, upon receiving such notice, Client agrees to defend the CDI Party in connection with same. CDI must provide Client with such assistance as Client may reasonably request in the performance of its indemnity obligations hereunder, all at Client’s expense. The CDI Parties shall not settle or attempt to settle any matter for which Client is indemnifying a CDI Party.

13.3 Mitigation. If any Indemnified IP Claim has occurred or in CDI’s determination is likely to occur, CDI may, at its option (i) obtain for Client the right to continue using the Services or Deliverables; (ii) replace or modify the Services or Deliverables so that it avoids such claim; or (iii) if such remedies are not available on commercially reasonable terms, terminate the affected Statement of Work for the infringing Services or Deliverables, and refund a pro-rata portion of any fees Client prepaid to CDI for the infringing Services or Deliverables.

14. LIMITATION OF LIABILITY. CDI’S LIABILITY UNDER THE AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT. CDI SHALL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EVEN IF CDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CDI’S LIABILITY TO CLIENT FOR DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CDI UNDER THE RELEVANT STATEMENT OF WORK DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF CLIENT’S CLAIMED LOSS.

15. INSURANCE. CDI and Client shall each maintain, at their own expense, all insurance reasonably required in connection with the Agreement, including but not limited to (i) statutory workers’ compensation insurance and employer’s liability insurance with a limit of \$1,000,000; including coverage for occupational injury and disease, and other similar social insurance in accordance with the laws of the country, state or territory exercising jurisdiction over the employee; (ii) commercial general liability insurance, including products completed operations, premises, personal and advertising injury, contractual and broad form property damage liability coverage, on an occurrence basis, with a minimum combined single limit per occurrence of \$1,000,000 and a general aggregate limit of \$2,000,000; (iii) errors and omissions liability insurance covering liability for loss or damage due to an act, error, omission or negligence in the performance of services, with a minimum limit per event of \$1,000,000; (iv) umbrella liability insurance with a minimum limit of \$2,000,000; and (v) cybersecurity insurance with a minimum limit per event of \$2,000,000.

16. GENERAL

16.1 Independent Contractor. CDI will perform its obligations hereunder solely in CDI’s capacity as an independent contractor and not as an employee, agent or representative of Client. Nothing in the Agreement shall be construed to constitute either of the Parties hereto as a partner, joint venturer, agent, representative or employee of the other Party.

16.2 Notices. Except as otherwise provided under the Agreement, all notices, demands or requests to be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via email, courier service, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to CDI, to:

Computer Design & Integration, LLC
500 Fifth Avenue, Suite 1500
New York, NY 10110
ATTN: Compliance
With a copy to: legal@cdillc.com

If to Client, to:

CLIENT TO PROVIDE ADDRESS

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by providing written notice to the other Party pursuant to this Section 16.2.

16.3 Force Majeure. CDI shall not be liable to Client for delays or failures to perform its obligations under the Agreement because of circumstances beyond its control. Such circumstances shall include, but not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, nation-state cyberattacks and ransomware, riot, sabotage, pandemics or epidemics, labor strikes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the control of CDI.

16.4 Waiver. No provision of the Agreement may be waived except with the written consent of the waiving Party, which consent will specifically refer to such provision and explicitly make such waiver or amendment. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of the Agreement shall constitute a consent to any prior or subsequent breach.

16.5 Assignment. Neither Party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. However, CDI may assign or otherwise transfer its rights, interests and obligations under the Agreement without the consent of Client in the event of a change in control of 50% or more of the equity of CDI, the sale of substantially all the assets of CDI or the restructuring or reorganization of CDI or its affiliate entities. The Agreement is binding upon the Parties, their successors and permitted assigns.

16.6 Limitation of Actions. Any action arising under the Agreement must be brought within one (1) year after its accrual.

16.7 Survival. Sections 1, 3.5.1, 3.5.3, 4, 5.4, 6, 9, 11, 12, 13, 14 and 16 shall survive termination or expiration of this Agreement for any reason.

16.8 Amendment. The Agreement may be modified or amended only by a writing signed by both Parties.

16.9 Governing Law; Venue. The Agreement, including its formation, performance, enforcement and termination, and all aspects of the Parties' relationship hereunder, will be governed by the laws of the State of New York, without reference to principles of conflicts of law. The Parties irrevocably



submit to the jurisdiction and venue of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, New York County and waive any objection based on forum non conveniens.

16.10 Exports. The Parties acknowledge that the Services and Third-Party Offerings delivered pursuant to the terms of this Agreement may be subject to US government export control and economic sanctions laws, including, but not limited to the Export Administration Regulations administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations, administered by the Department of Treasury, Office of Foreign Assets Control (“OFAC”). The Parties also acknowledge that certain Services and Third-Party Offerings provided under this Agreement may be subject to the US International Traffic in Arms (“ITAR”) Regulations. Each Party shall comply with all export and national security laws of the U.S. Client will be solely responsible for compliance with applicable import/export laws of the destination country. Client represents and warrants that it, its subsidiaries, affiliates and subcontractors will not directly or indirectly export, re-export, transfer or release any Third-Party Offerings or direct products thereof to any destination, person, entity or end use prohibited or restricted under U.S. law without prior U.S. government authorization to the extent required by regulation. Client will provide to CDI all information that may be reasonably required to comply with applicable U.S. export laws. In no event shall CDI be obligated to take any action, including the performance of any Service, or omit to take any action that CDI believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the “FCPA”). In addition, Client represents and warrants to CDI that Client, Client’s customers, Client’s employees, and Client’s representatives and subcontractors are not included on any Specially Designated Nationals List (as maintained and updated by the United States Department of Treasury), Entity List or Denied Persons List (both as maintained and updated by the Department of Commerce Bureau of Industry and Security).

16.11 No Third-Party Beneficiaries. The Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16.12 Severability. If any term or provision of the Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the Parties’ intention underlying the invalid term or provision.

16.13 Headings and Interpretation. The Section headings contained in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. The word “including” (and its derivative forms such as “include” and “includes”), whether or not capitalized, when used herein and hereunder means “including without limitation”. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa.

16.14 Counterparts. This MSA may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that execution of this MSA by industry standard electronic signature software and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures.

16.15 Entire Agreement. This MSA and its attached schedules, the Statement(s) of Work, the DPA (if applicable), and any other supplemental terms incorporated herein by reference, set forth the entire understanding of the Parties with respect to the subject matter hereof and is binding upon both Parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein and in the DPA and Statements of Work. Each Party, along with its respective legal counsel, has had the opportunity to review and modify this MSA. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

SCHEDULE 1

MANAGED SERVICES SCHEDULE

The following additional terms are applicable to CDI’s provision of Managed Services to Client. Undefined capitalized terms shall have the meaning set forth in the MSA.

1. **THIRD-PARTY SAAS.** CDI may utilize certain third-party software-as-a-service solutions (“SAAS Solutions”) when performing Managed Services as set forth in one or more Statements of Work. Such SAAS Solutions are owned by unaffiliated third-party providers (“Third-Party Providers”) and licensed to CDI as a managed service provider. Client’s access to and use of such SAAS Solutions is subject to the terms of the Agreement, including the terms of this MS Schedule. For purposes of this MS Schedule, the Parties acknowledge and agree that the following entities constitute Third-Party Providers: [LIST]

2. **RESERVATION OF RIGHTS; OWNERSHIP.** The Third-Party Providers own or have the right to license the SAAS Solutions and any associated documentation (“Third-Party IP”). Client acknowledges and agrees that: (a) the Third-Party IP is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) the Third-Party Providers retain all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to their respective Third-Party IP, other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Client hereunder are reserved by the Third-Party Providers; (d) the SAAS Solutions are licensed on a subscription basis, not sold, and Client acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Third-Party IP; (e) the SAAS Solutions are offered as on-line, hosted solutions, and unless otherwise expressly agreed in a Statement of Work, Client has no right to obtain a copy of the any software code associated therewith; and (f) Client’s access and use of the SAAS Solutions is limited to the quantity, if any, set forth in the applicable Statement of Work.

3. **OPEN SOURCE.** The Third-Party Providers may use certain third-party software in their respective SAAS Solutions, including what is commonly referred to as open source software. Under some of these third-party licenses, the Third-Party Provider is required to provide notice of the license terms and attribution to the third party. [LIST IF APPLICABLE]

4. **MONITORING.** Client agrees that the Third-Party Providers may monitor Client’s use of their respective SAAS Solutions to ensure quality, improve SAAS Solutions, and verify Client’s compliance with the Agreement.

5. **PERSONAL DATA.** Personal Data may be collected and used by the Third-Party Providers to deliver, support, and improve the SAAS Solutions, comply with law, or otherwise comply with the terms of the Agreement. Client authorizes the Third-Party Providers to collect, use, store, and transfer Personal Data as contemplated in the Agreement, including to transfer Personal Data to any subprocessor or to any country or territory, as reasonably necessary for the provision of the SAAS Solutions and consistent with the Agreement.

6. **COMPLIANCE WITH LAWS.** Client agrees to use the SAAS Solutions in accordance with laws, rules and regulations directly applicable to Client and acknowledges that Client is solely responsible for determining whether a particular use of a SAAS Solution is compliant with such laws.

- 7. AUDIT.** During the term of the Agreement and for one year thereafter, promptly upon request, Client shall provide CDI, or its designated representative, with records to verify Client's compliance with the Agreement, including specifically its license counts as set forth on a Statement of Work. CDI, at its option, may require that an executive officer of Client certify in writing to Client's compliance with the Agreement and disclose the scope of use of the SAAS Solutions by Client. If, because of such audit, CDI determines that Client has exceeded the number of licenses subscribed to by Client on a Statement of Work, CDI will notify Client of the number of additional licenses, along with the associated additional fees prorated through the end of the then-current subscription term, and Client will remit payment for such fees.
- 8. ANTI-CORRUPTION.** In no event shall CDI or a Third-Party Provider be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that CDI or a Third-Party Provider believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "FCPA"). Neither Party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither Party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a Party or any respective partner, officer, director, employee, agent, representative or shareholder of such Party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each Party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each Party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each Party represents and warrants that neither the Agreement nor the performance of or exercise of rights under the Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each Party will not make any claim to the contrary.
- 9. TRADE CONTROLS.** Client understands that the SAAS Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Client's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the Parties to the Agreement ("Trade Controls"). Client shall ensure that the SAAS Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Client represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by

anyone on a Restricted Persons List. Client shall not use the SAAS Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the SAAS Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by CDI or a Third-Party Provider, Client will complete and provide an end use certificate in the form requested. CDI and each Third-Party Provider may suspend and/or cancel the export, delivery, and or servicing of the SAAS Solutions, if CDI or the Third-Party Provider: (i) has not received requested end-user certifications; (ii) has not received any government approvals required to comply with Trade Controls, or (iii) believes that such activity may violate any Trade Controls. If the SAAS Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, CDI and the Third-Party Providers shall not be obligated to provide any warranty service or technical support for such SAAS Solutions.

10. WARRANTIES.

- a.** CDI makes no representations or warranties regarding the SAAS Solutions. For more information about Third-Party Provider warranties regarding their respective SAAS Solutions, please visit their respective websites.
- b.** Client represents and warrants that it shall: (i) ensure the security and confidentiality of all administrator IDs and passwords it uses in connection with the SAAS Solutions; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SAAS Solutions; (iii) notify CDI promptly upon discovery of any unauthorized use of the SAAS Solutions or any breach, or attempted breach, of security of the SAAS Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Client's performance of its obligations under the Agreement, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the FCPA; (v) not use the SAAS Solutions and transfer any data to Third-Party Providers for any fraudulent purposes; and (vi) implement safeguards within Client's environment to protect the SAAS Solution from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that halts, disables, or interferes with the operation of the SAAS Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the SAAS Solutions. Client authorizes CDI and Third-Party Providers to perform services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Managed Services) on network resources with the internet protocol addresses or other designated identifiers identified by Client. Client represents that, if Client does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit CDI and its Third-Party Providers to provide the Services on such third party's network resources. Client further represents and warrants that it has made all necessary disclosures and obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Personal Data to the Third-Party Providers, including onward transfers to subprocessors of the Third-Party Providers.

11. ADDITIONAL TERMS. [Add product specific terms, if applicable]