Master Service Agreement | Last Updated: 10/04/2021

Any services or products provided by eSudo to You shall be governed by this Master Services Agreement ("Agreement" or "MSA"). The terms "you", "Your", "Company" or "Client" refer to the user, buyer, or purchaser of eSudo's products and services. The terms "eSudo", "We", "Us", or "Consultant" refer to eSudo Technology Solutions, Inc., a California corporation. You and eSudo are each referred to as a "Party" and jointly as the "Parties". Please read these terms and conditions carefully of this Agreement and keep a copy for your record. This Agreement affects the legal rights between You and eSudo by, among other things, requiring (1) Governing Law and Resolutions of Disputes; (2) charging an early disconnection fee; and (3) limiting eSudo's liability for any services or products. You acknowledge that you are of legal age and authorized to enter into this Agreement.

RECITALS

WHEREAS, Consultant is in the business of providing information technology services and any lawful act or activity permitted by the California Corporations Code;

WHEREAS, Company desires to have Consultant provide information technology services, and computer products ("Services") as purchased by Company from time to time by way of a service schedule ("Service Schedule"), statement of work, quote, proposal, or service order, or other approved method of purchasing products or services from Consultant ("Service Order" or "Quote"), in exchange for the Compensation or Fee specified in this Agreement or any applicable Service Schedule, Service Order, Quote or Invoice prepared by Consultant; and

WHEREAS, Consultant is willing and qualified to provide such Services to Company as defined in this Agreement;

NOW, THEREFORE, Company agrees to hire Consultant and the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – GENERAL

1.1 Term and Termination. Unless otherwise specified in the Service Schedule or Service Order, this Agreement shall commence on the Effective Date which we provide a Service to you or you accept a Quote or Service Order (which is earlier) and shall remain in effect for one (1) year and shall automatically renew for one (1) year periods, unless and until it is terminated by either Party by providing the other Party with sixty (60) days' written notice in accordance with the notice provisions of this Agreement.

1.2 Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, Consultant is serving as an independent contractor, and is neither an employee nor a partner, joint ventures or agent of the Company. Neither party shall bind or attempt to bind the other to any contract, and any such contracts entered into in violation of this provision shall be void and unenforceable. Company will not provide fringe benefits of any kind to Consultant or its members, employees, agents and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers' compensation insurance.

As an Independent Contractor, unless this Agreement or an applicable Service Schedule or Service Order specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Consultant or its employees, contractors and affiliates, shall be determined by Consultant.

It is further understood that as an independent contractor, Consultant may have other Companies or Clients and may provide any services to any third party during the term of this Agreement.

ARTICLE 2 – SERVICES AND SERVICE ORDERS

2.1 Scope of Services. Beginning on the Effective Date, Consultant agrees to undertake and provide the Services described in the Service Schedule and any subsequent Schedules or Service Orders approved by Consultant (hereinafter collectively referred to as the "Services"). The Services are not described in this Agreement; instead, we may perform a requested or required service for you or, from time to time, we may provide you with a quote, proposal, service order, or similar electronic document ("Quote") proposing the Services.

2.2 Service Orders ("Quote"). Orders for specific services shall be placed by filing a Service Order, Quote or Statement of Work ("Quote"). When placing an order for a specific service, Company acknowledges that it is solely responsible for the accuracy of all information provided to Consultant. Each Service Order shall be subject to and shall incorporate by reference the provisions of this Agreement, and may reference one or more additional documents, such as a statement of work or statement of services (each a "Service Statement"), that further defines or describes the type of Services to be provided; the term; pricing; location(s); any monthly recurring charges ("MRC"); non-recurring charges ("NRC"); additional software, equipment and other costs or expenses payable by the Company; and any additional specific terms applicable to the performance of the Services. All Service Orders shall be subject to availability and acceptance by Consultant. A Service Order will be deemed accepted by Consultant once the Service has been scheduled with or delivered to Company.

2.3 Service Order Term. The term of each Service Order will commence on the service activation date for each new service, as specified by Consultant when accepting the Service Order ("Service Activation Date"), and shall continue for the period of time specified in that Service Order or until the Service Order has been renewed or terminated as specified herein. If the Service Order is for an ongoing or recurring Service and, upon expiry of the initial term the Service Order has not been renewed, the Service Order shall automatically renew for one (1) year periods (collectively, the "Service Term") until Services are terminated by either Party at least sixty (60) days' written notice prior to the end of the Service Term. Company shall continue to be responsible for payment to Consultant for the Services to be terminated through the end of the notice period. Following the initial Service Term stated in any Service Order, Consultant reserves the right to increase rates for any Services provided thereunder upon at least sixty (60) days' written notice.

2.4 Service Termination. Unless otherwise specified in the Service Order, if the Company terminates a Service Order without good cause, or if Consultant terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiration of the Service Term, the Company shall pay Consultant an amount equal to the MRC for the Service(s) for the balance of the Service Term, plus any additional NRC or other Charges incurred by Consultant pursuant to the Service Order including any and all software, equipment, subscription, installation and special construction costs, and any and all other costs and fees incurred by Consultant in connection with providing the Service.

Company acknowledges that the actual damages likely to result from an early termination are difficult to estimate on the Effective Date. Therefore, if Company cancels a Service or Service Order before the Service Activation Date, it will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs, and any and all other costs and fees incurred by Consultant, whether previously waived or not, and any third-party charges incurred by Consultant with respect to such cancelled Service.

2.5 Third Party Services. Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third party vendors, manufacturers, or providers ("Third Party Provider"). Third Party Providers may provide services such as data hosting services, email hosting, VoIP phone, help desk services, antivirus detection services, domain registration services, and data backup/recovery services (each, a "Third Party Service"). Not all Third Party Services will be expressly identified as being provided by a Third Party Vendor, and at all times we reserve the right to utilize the services of any Third Party Provider or to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide to you. Please note: You understand and agree that Third Party Providers are not our contractors, subcontractors, or otherwise under our managerial or operational control. While we will endeavor to facilitate a workaround for the failure of a Third Party Service, we will not be responsible, and will be held harmless by you, for any failure of any Third Party Service as well as the failure of any Third Party Provider to provide such services to eSudo or to you.

2.6. Exclusions. While Consultant will always make the best possible efforts to provide support and troubleshoot issues as requested, this Agreement only applies to the systems and services listed in the Service Schedule and applicable Service Orders. In addition, this Agreement does not cover a) issues caused by using equipment, software or service(s) in a way that is not recommended; b) issues resulting from unauthorized changes made by Company to the configuration or setup of equipment, software or Services; c) issues caused by Company's actions that have prevented or hindered Consultant in performing required and recommended maintenance upgrades; d) issues resulting from work performed by Company or any of its contractors other than Consultant on the systems, software and equipment that falls under this Agreement.

2.7 Company Responsibilities. Company will use the systems, software, and equipment covered under this Agreement or any Service Schedule or Service Orders as intended by persons employed or retained and authorized by Company who are deemed by Company to be competent to access and use it. Additionally, Company will a) notify Consultant of any issues or problems with said systems, software, and equipment in a timely manner; b) provide Consultant with access to the systems, software, and equipment for the purposes of maintenance, updates and fault prevention; c) provide complete and up-to-date information, including but not limited to billing data, files, documents or other records concerning Company's network and computer operations; d) appoint and make available to Consultant a primary and a secondary contact person with decision-making power with respect to the Services to be provided hereunder; e) maintain full compliance with all laws, regulations and third-party agreements, including but not limited to third party licensing agreements that might potentially have an effect on Consultant's ability to provide Company with its services, and f) keep current all support contracts and warranties for corporate-wide resources, including server and networking infrastructure devices as well as support for corporate software in use on the majority of computers.

2.8 Versioning. The version of this Agreement can be identified by the "Last Updated" reference located at the top of this document. Prior to agreeing to a Quote or Service Order, you should refer back to this document and note the version of this Agreement that applies to that particular Quote.

ARTICLE 3 – BILLING AND PAYMENTS

3.1 Charges and Billing. Company shall pay all monthly recurring charges ("MRC") in advance and all other Charges monthly in arrears. All Charges shall be payable in U.S. Dollars, no later than thirty (30) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes.

"Charges" means the fees, rates and charges for the Services, as specified in the applicable Service Order or as otherwise invoiced by Consultant pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue on the date the Service is provisioned by Consultant. Charges for the Services are

subject to change at any time if third party charges in connection with a Service are increased or newly charged to Consultant.

3.2 Annual Fee Increase. In order to account for rising operating costs, cost of inflation and price increases by our vendors and suppliers, all Monthly Recurring Charges are subject to a yearly increase of 5-7% each year on the anniversary of the signing of this Agreement. The fee increase applies to all contracts regardless of term, and will be communicated to Company with no less than 30 days' notice. As the rate of increase will never exceed 7%, a change in MRC as described this paragraph shall not serve as grounds for terminating this Agreement.

3.3 Late Payments. If Company is late in making payment, it shall pay a late fee on any late payments at the higher of one and a half percent (1.5%) per month or the maximum rate allowed by applicable law. If Consultant uses a collection agency or attorney to collect a late payment or returned payment, Company agrees to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Consultant under the Agreement, at law or in equity.

3.4 Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Company shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

3.5 Invoice Disputes. To the extent that Company disputes any portion of an invoice in good faith, it shall notify Consultant in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Company's right to any billing adjustment shall be waived. In the event of a billing dispute, Company shall timely pay all undisputed amounts. If the dispute is resolved against Company, Company shall pay such amounts due plus interest from the original Due Date. Company may not offset disputed amounts from one invoice against payments due on the same or another account.

3.7 Changes and Fee Estimates. Fees shall be subject to change by Consultant upon no less than thirty (30) days' written notice to Company. Any fee estimates provided by Consultant at Company's request are for informational purposes only, and may differ from the rate(s) ultimately payable by Company pursuant to a subsequent invoice, Service Order or Service Schedule.

3.8 Refunds and Cancellations. The fees charged under this Agreement are non-refundable. No refunds will be given after Consultant has commenced work pursuant to this Agreement or any Service Order or Service Schedule. Partial refunds requested prior to commencement of Consultant's work may be given at Consultant's discretion, subject to an administrative and cancellation fee of 30% of the fees already paid, or up to $190 whichever is greater.

ARTICLE 4 – LIMITED WARRANTY

4.1 Limited Warranty. Consultant warrants, for a period of thirty (30) days following delivery of any services hereunder (the "Warranty Period") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Consultant's sole liability (and Company's exclusive remedy) for any breach of this Warranty shall be for Consultant to re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to any Warranty claim if (1) it is notified of such claim after the Warranty Period or (2) the claim is the result of third-party hardware or software or equipment, the actions of Company, or the actions or omissions of some other party or is otherwise caused by factors outside the reasonable control of Consultant.

THIS SECTION IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY CONSULTANT. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN FACT OR

BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY CONSULTANT. COMPANY MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

Consultant will pass along to the Company any third-party warranties relating to any goods purchased and/or installed by Consultant on Company's premises and/or equipment.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 Aggregate Limit of Liability. COMPANY UNDERSTANDS AND AGREES THAT CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE COMPANY OR ANY THIRD PARTY INCURS), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH LIABILITIES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WHICH MAY OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT SHALL THE AGGREGATE AMOUNT COMPANY MAY RECOVER FROM CONSULTANT UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY ("COMPANY'S CLAIMS") EXCEED THE TOTAL PAYMENTS MADE TO CONSULTANT BY COMPANY PURSUANT TO THIS AGREEMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. THE FOREGOING SUM REPRESENTS CONSULTANT'S TOTAL LIABILITY FOR ALL OF COMPANY'S CLAIMS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CONSULTANT.

ARTICLE 6 – INSURANCE

6.1 Insurance. Each Party agrees to maintain, and Consultant shall cause its subcontractors to maintain, through a reputable carrier licensed to do business in the State of California, insurance including general liability, workers compensation, and cyber-liability coverage, in commercially reasonable amounts, calculated to protect itself and the other party to this Agreement from the consequences of a data security breach, and other claims for damage to property or personal injury, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by that Party, its employees, agents, or anyone directly or indirectly engaged or employed by that Party or its agents.

The parties agree to provide satisfactory proof of insurance upon execution of this Agreement, and to immediately notify the other in writing of any lapse, cancellation, or modification of the insurance coverage required herein.

6.2 Cyber-Liability Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement, including the following:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;

- Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

- Loss or denial of service; and other coverages reasonably necessary in connection with the type of Services being provided hereunder.

The policy shall have no cyber terrorism exclusion; and shall come with a minimum limit of $1,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by a member, officer, director, shareholder, partner or employee of Consultant or an independent contractor working on behalf of Consultant in performing services under this Agreement. The policy must further provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must also include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Consultant.

ARTICLE 7 – INDEMNITY

7.1 Release and Indemnification. Each Party agrees to release, indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Consultant is not obligated to indemnify Company, and Company shall defend and indemnify Consultant hereunder, for any claims by any third party, including any clients and/or customers of Company, arising from services provided by Company that incorporate any of the Services being provided by Consultant hereunder, including but not limited to (a) the violation of any applicable law by the Company or the Company's clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Company's clients and/or customers; (c) termination or suspension of Services of Company or Company's clients and/or customers due to a Company Default; or (d) claims by any third party, including without limitation Company's clients and/or customers, arising out of or related to the use or misuse of any Service. In all claims for Indemnity under this paragraph, the Indemnifying Party's obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party's own negligence.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection

with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 – CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality. Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of his section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

8.2 Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

- Any materials regardless of form furnished by either Party to the other for use;
- Any information furnished by any Party that is stamped "confidential," "proprietary," or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret;
- Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data and knowledge of either Party;
- Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party;
- Any non-public inventions the rights to which have not been assigned to the Party receiving the information;
- Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information.

and other proprietary information owned by either Party, (collectively "Confidential Information"), which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes, service schedule, service order or proposal, Agreement, or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes.

Consultant shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

8.3 Non-Disclosure. Neither Company nor Consultant will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any such Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose

confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this paragraph shall be a material violation of this Agreement.

8.4 Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "Agents") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.

8.5 Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven.

The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8.6 Data Protection. The Parties acknowledge that Consultant may have access to certain of Company's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to Company's business or financial affairs, or to Company's projects, transactions, clients, customers, partners, vendors or any other person or entity, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or Service Order. Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for Company. Consultant will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of Company's personnel, clients, customers and contractors.

ARTICLE 9 – DEFAULT

9.1 Default by Company. Company is in default of this MSA if it (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Consultant; (b) fails to cure any non-monetary breach of any terms of the Agreement within thirty (30) days of receiving notice of the breach from Consultant; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Company Default").

In the event of a Company Default, Consultant may suspend Services to Company until Company remedies the Company Default, or Consultant may terminate this Agreement and/or any or all of the Services being provided hereunder. Consultant may at its sole option, but without any obligation, cure a non-monetary breach at Company's expense at any point and invoice Company for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Consultant at law or in equity.

9.2 Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth in under the Limited Warranty and Limitation of Liability sections of this Agreement. In the event of a Consultant Default, Company may terminate the Services and this Agreement upon written notice to Consultant. Any termination shall not relieve Company of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when personally delivered, sent by e-mail with confirmation of read, or forty-eight hours after being deposited in the United States mail as certified or registered U.S. mail with postage prepaid, addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address BILLING@ESUDO.COM as such party last provided to the other by written notice conforming to the requirements of this paragraph.

10.2 Entire Agreement. This Agreement, together with all attachments, schedules, exhibits and other documents that are incorporated by reference herein, constitute the entire Agreement between the Parties, represent the final expression of the Parties' intent and Agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties, and shall be effective upon being signed by both Parties.

10.3 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect, and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed and enforced as so limited.

10.4 Successors and Assigns. Company shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Consultant. This Agreement may be assigned by Consultant (i)

pursuant to a merger or change of control of Consultant, or (ii) to an assignee of all or substantially all of Consultant's assets. Any purported assignment in violation of this section shall be void.

10.5 Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

10.6. No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

10.7. Force Majeure. Either Party who fails to timely perform their obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below.

For purposes of this Agreement, "Force Majeure Event" means any event, circumstance, occurrence or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include, but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other labor disputes; riots; explosions; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

10.8 Mediation. If a dispute arises under this Agreement, the Parties hereby agree to first attempt to resolve said dispute by submitting the matter to a mutually agreed-upon mediator in the State of California. The Parties agree to share any mediation costs and fees, other than their respective attorney fees, equally.

10.9 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California, excluding that State's choice-of-law principles.

10.10 Choice of Forum. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings, including mediation and/or litigation between the parties, to the extent permitted under this Agreement and arising out of same, shall be filed, initiated, and conducted in the State of California. Unless the provisions of this Agreement exclude litigation as a remedy in a dispute by the Parties, it is hereby agreed that any litigation arising out of this Agreement must be filed and litigated in a state or federal court located in the State of California. In connection with the foregoing, to the extent that litigation is a permissible method of dispute resolution under this Agreement, each Party hereby consents and

submits to the exclusive jurisdiction of those courts for purposes of any such proceeding, and waive any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

10.11 Attorney Fees. In the event that any suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

10.12 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

10.13 Client Handbook. By signing this Agreement, Client agrees to read and abide by the processes, procedures and policies outlined in the Client Handbook, a copy of which will be emailed to Client after signing this Agreement. The Client Handbook contains important information about the day-to-day aspects of working with Consultant, such as:

- Customer Responsibilities and Primary IT Contact - https://hudu01.esudo.com/shared_article/p9DgLLffWseKThrMNLi5WvxG
- How To Request Technical Support: https://hudu01.esudo.com/shared_article/jYHYgYuTBXTcrphx8bXArQc2
- How-To View and Pay Invoices: https://hudu01.esudo.com/shared_article/EzzaHAkVvzntMfd4QwmGMPa9
- How To Request New Employee Setup: https://hudu01.esudo.com/shared_article/dKr3oLQKWGB3KKV145jpKxEK
- How To Request Employee Termination or Leaving: https://hudu01.esudo.com/shared_article/LFFiYwv9bVrEFrxQ9uPLkkqv
- Our response and resolution times: https://hudu01.esudo.com/shared_article/Ty2pj8RuEyrfuwnDegqWcWqD
- Issue priorities, service tiers and escalation thresholds: https://hudu01.esudo.com/shared_article/Ty2pj8RuEyrfuwnDegqWcWqD
- How to can request to escalate service issues: https://hudu01.esudo.com/shared_article/caU16SzEH6REN3CS5sQ6oHw8
- Our general hardware and software requirements and recommendations: https://hudu01.esudo.com/shared_article/NX1HjU5VHSF9CXnbmWTPpork
- How-to order hardware or software: https://hudu01.esudo.com/shared_article/1wZ8ZscBizdraNu1g5s4wPYj

- Important policies that all users must follow to keep your network secure and functioning as intended: https://hudu01.esudo.com/shared_article/Mwg9NRjC8mnBkmHhYAvxr2cy

The Client Handbook also contains a list of the technologies that We use to create a well-integrated, reliable and secure IT infrastructure for each of our clients (Our "Recommended Technology Platform"). (While it is possible that We may be able to purchase and integrate hardware and software that are not listed in the Client Handbook as part of Our Recommended Technology Platform, any tasks involving the installation, setup, maintenance and support relating to such products is considered outside of the scope of any Managed IT Service Plan, and as such may be billed at our Regular Hourly and After Hours and Emergency Rates.)

10.14 Counterparts. The parties intend to sign, accept and/or deliver any Service Order or Quote, this Agreement, or any amendment in any number of counterparts, and 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, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).