



Effective August 1<sup>st</sup>, 2025, this Master Services Agreement supersedes and replaces all prior versions.

## **Master Services Agreement**

This Master Services Agreement (“MSA”) is between Hondo Lane Enterprises, LLC D/B/A Computek, being a Texas Limited Liability Company (“Computek”), and the Client named on the applicable quote, estimate, statement of work, proposal, supplemental services order, project services order, sales order or product order (the “Order”) and, together with the Order, Schedule of Services, Service Attachment for Managed Services, Service Level Objectives, and Schedule of Third-Party Services, as may be amended, shall form the “Contract” between the Parties. Client accepts the terms and conditions of the Contract by signing an Order, using the Services, or continuing to use the Services after being notified of a change to the terms and conditions of the Contract. Both Computek and Client are sometimes referred to individually as a “Party”, or together as the “Parties”.

**The Parties agree as follows:**

### **ARTICLE I** **STATEMENT OF SERVICES**

**A. Service Attachments.** The services to be delivered by Computek (“Services”) and the fees for those Services (“Services Fees”), and the specific terms applicable to those Services shall be described in an applicable Order and the Service Attachment for Managed Services and Schedule of Services referencing this MSA. Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the Services Computek will deliver to Client are limited to those Services specifically identified in the Order and described in the Service Attachment for Managed Services and/or Schedule of Services.

Computek may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Computek.

**B. Supplemental Services.** “Supplemental Services” include additional services and equipment Client may need that are not included within the scope of the Services described in an Order and the applicable Service Attachment for Managed Services and Schedule of Services. Client will incur additional Services Fees for Supplemental Services. Computek will issue a Supplemental Services Order that provides the scope of Supplemental Services and the additional Services Fees for such Supplemental Services. Computek will not perform any Supplemental Services until Client executes a Supplemental Services Order.

Computek has no obligation to determine the need for or to provide any Supplemental Services. In addition, if Computek determines that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this provision, Computek may deliver to Client a separate Order pursuant to the Project Services provision below prior to

providing any additional services.

- C. Project Services.** In some cases, Client may ask Computek to deliver services outside the scope of any Order and the applicable Service Attachment for Managed Services and Schedule of Services and inappropriate for treatment as Supplemental Services. Examples of such services may include services and equipment Client may need on a “one-off” or emergency basis, major system upgrades, new computer, machine or device setup, network changes, physical moves, datacenter moves or setups, or installations. In those cases, Computek will prepare a separate Project Services Order describing the proposed scope of those Project Services and Computek’s fee to deliver them. Computek will not perform any Project Services until Client executes a Project Services Order. Installation dates are estimates only. Client shall be responsible for preparation and maintenance of the site for such Project Services or installations, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.

## **ARTICLE II.** **FEES FOR SERVICES & PAYMENT TERMS**

- A. Services Fees.** The Services Fees for Services shall be set forth in an Order. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Computek’s then-current rates.
- B. Adjustments to Services Fees.** Except as may be specified in an Order, Computek may adjust the Services Fees charged under an applicable Order as follows:
1. End-User or Network Growth. During the Initial Term or Renewal Term of an Order, if the number of users or devices in Client’s environment or the Services or Equipment types or quantities to be covered within the scope of the Order exceeds the numbers, types or quantities previously ordered, Computek may apply a pro-rata adjustment to the total Services Fees based on Computek’s then-current fee rates. Client shall pay all Services Fees owed as they become due following any such adjustment. Similarly, during the Initial Term or Renewal Term of an Order, if the number of users or devices in Client’s environment or the Services or Equipment types or quantities to be covered within the scope of the Services is less than the numbers, types or quantities previously ordered, upon request within 30 days of the change, Computek will apply a pro-rata adjustment to the total Services Fees based on Computek’s then-current fee rates. Customer shall not be able to decrease the number, types or quantities below 90% of the initial amounts ordered in an applicable Order on an annual basis. Client shall pay all Services Fees owed as they become due following any such adjustment.
  2. Dormant PCs – Client will have the ability to put active PCs into a dormant state. Dormant PCs are machines that are still within their useful lifecycle but are considered dormant because they will not be needed by an active user for an extended period of time (i.e. more than 60 days). Client agrees to notify Computek of machines that should be flagged as dormant by emailing support@computeconline.com with the names of the relevant PCs. Any PC that is in a dormant state will automatically be reactivated once it is powered back on. Dormant PCs will be excluded from management activities, and billing, until they are reactivated.

3. Decommissioned PCs - Decommissioned PCs are machines that need to be permanently removed from Client's environment. Examples would be machines that have been lost/stolen, damaged beyond repair or have failed. This also includes machines that are past their useful life. Client agrees to notify Computek of machines that should be flagged as decommissioned by emailing support@computeconline.com with the names of the relevant PCs. Any decommissioned PCs will drop out of billing thirty (30) days after notification is provided by Client to support@computeconline.com.
  4. Surcharges. At any time after the Parties sign an Order, Computek may adjust its rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. Client shall pay all Services Fees owed as they become due following any such adjustment.
  5. Services Fee Rate Increases. At any time after the Parties sign an Order, Computek may elect to raise the Services Fees that it charges under that Order. If the increase is greater than 10% of the total Services Fees due annually for an applicable Order, Computek shall give Client no less than thirty (30) days' notice of any such increase in Services Fees to be charged. Within thirty (30) days following Client's receipt of such notice, Client may terminate the Order without incurring any additional charges or penalties, if any, that Client ordinarily would incur for such termination.
  6. Third-Party Services. Client understands and agrees that Computek uses third-party solutions and service providers to perform some or all of the managed services offered to Client ("Third-Party Service Provider"). **COMPUTEK IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER'S END USER LICENSE AGREEMENT OR TERMS AND CONDITIONS.** Computek's current Third-Party Service Providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Computek without further notice to Client and is incorporated by reference as if fully set forth in this MSA.
  7. Off-Boarding. Client's cancellation, termination, or transition of the Services to Client's control or to another service provider ("Off-Boarding") may trigger a billable project. Any Off-Boarding projects will be subject to a separate Order, which will be billed at Computek's then-prevailing rates.
  8. Client Delay. If Computek is unable to commence delivery of the Services on the service start date because of any failure on Client's part including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Services Fees, which Client shall pay in accordance with the Order, the Service Attachment for Managed Services and the MSA.
- C. Reimbursable Expenses.** Client shall pay Computek's reasonable out-of-pocket expenses, including incremental third-party service fees, travel expenses, lodging, meals, or other similar

expenses, which may be incurred by Computek in performing Services.

- D. Payment Terms.** Client shall pay the full amount reflected on any invoice as owed to Computek on or before the due date listed on the invoice (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.

If Client disputes in good faith all or any portion of the amount owed to Computek, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Computek in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Computek is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Computek ultimately determines that such amount should not have been paid, Computek shall apply a credit equal to such amount against any Services Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. Special and holiday rates are two-and-one-half (2.5) times normal hourly rates, with a one-hour minimum.

- E. Suspension of Service.** If Client fails to pay all amounts owed under an Order when due, then upon at least seven (7) days’ prior written notice, and in addition to any other remedies available to Computek, Computek may suspend Services and withhold Confidential Information (defined below) until full payment is made. Following any suspension of Services under this provision, and after Client makes full payment to Computek, Computek may restore the Services after validating that all components to be monitored and/or managed under any applicable Order comply with Computek’s level of security, updates, and best practices. Client shall pay a “Reactivation Fee” for such restoration up to an amount of one month’s Services Fees in addition to the actual Services Fees owing for such month for an applicable Order. Computek’s right to suspend Services under this section is in addition to Computek’s right to terminate an applicable Order.

### **ARTICLE III.** **TERM AND TERMINATION**

- A. Term.** This MSA commences and is effective on the Effective Date of an applicable Order, and it will remain in effect until either Party terminates as provided below.
- B. Termination.** This MSA will remain in effect until the applicable Order is terminated in accordance with the terms of the Contract or otherwise expires according to its terms.

### **ARTICLE IV.** **INTELLECTUAL PROPERTY RIGHTS**

- A. Computek Works.** Any writing or work of authorship, regardless of medium, created or developed by Computek for Client in the course of performance under the Contract and related to existing works owned by Computek is a “Computek Work,” is not to be deemed a “work made for hire,” and is and will remain the sole, exclusive property of Computek. To the extent any Computek Work for any reason is determined not to be owned by Computek, Client hereby

irrevocably assigns and conveys to Computek all of its copyright in such Computek Work. Client further hereby irrevocably assigns to Computek all of its patent, copyright, trade secret, know-how, and other proprietary and associated rights in any Computek Work.

**B. License to Computek Works.** If any Computek Work is located on hardware or equipment owned by Client, Computek hereby grants Client a perpetual, non-exclusive, revocable, royalty-free license to use any Computek Work during the Initial Term or Renewal Term of an applicable Order (“Limited License”). The Limited License will be immediately and automatically revoked without the need for notice in the event that either Party terminates the applicable Order.

**C. License Restrictions.** Client shall not:

1. Modify, copy, or create derivative works based on the Services or on the Computek Work;
2. Build a product or service using similar ideas, features, functions, or graphics of the Services; or
3. Copy any ideas, features, functions, or graphics of the Services.

Additional license restrictions may be set forth in the Service Attachment for Managed Services.

## **ARTICLE V.** **NON-DISCLOSURE AND CONFIDENTIALITY**

**A. Confidential Information.** During the course of performance under an Order, either Party may be exposed to or may acquire the other’s proprietary or confidential information. Each Party shall hold all such “Confidential Information” in strict confidence and shall not disclose any such information to any third-party.

Confidential Information includes but is not limited to: (a) with respect to Computek, Computek’s unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Computek’s servers, and (c) with respect to both Parties, other information that is conspicuously marked as “Confidential” or if disclosed in non-tangible form, is verbally designated as “Confidential” at the time of disclosure.

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

1. Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
2. Information that either Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
3. Information received from a third-party with the right to transmit same without violation of any secrecy agreement with the other Party; and
4. Information that must be disclosed pursuant to court order or as otherwise required by law.

- C. Confidentiality of Contract.** No copy of this MSA or the Order, Schedule of Services, Service Attachment for Managed Services, Service Level Objectives, and Schedule of Third-Party Services or any discussions, negotiations, terms or conditions relating to said documents comprising the Contract or any other information relating to them may be disclosed to any third-party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the Parties hereto.
- D. Information Releases.** Notwithstanding the preceding provisions, ComputeK may publicly refer to Client, orally and in writing, as a Client of ComputeK. Any other reference to Client by ComputeK may be made only pursuant to a written agreement between the Parties.

## **ARTICLE VI.** **COMPUTEK PROVIDED EQUIPMENT**

ComputeK Provided Equipment is and will remain the sole owner of any ComputeK Provided Equipment, which is provided on a rental or temporary basis only. The Contract transfers to Client no ComputeK Provided Equipment ownership rights of any kind.

ComputeK retains sole discretion to determine the appropriate ComputeK Provided Equipment and associated software and/or technology, if any, to be used at Client's location, provided that ComputeK's determination does not materially impair the availability or delivery of Services under the Contract. ComputeK also retains sole discretion to determine the necessity of maintenance, repairs, and/or improvement of the ComputeK Provided Equipment.

Except as otherwise may be specified in the Service Attachment for Managed Services, ComputeK makes no independent representations or warranties with respect to the ComputeK Provided Equipment. Any third-party warranties are Client's exclusive remedies with respect to such ComputeK Provided Equipment. In the event of a ComputeK Provided Equipment malfunction, ComputeK will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the ComputeK Provided Equipment in use at Client's location.

Client shall take reasonable care of the ComputeK Provided Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is financially responsible, up to the full replacement value of all ComputeK Provided Equipment, for all damage to or loss of the ComputeK Provided Equipment used at Client's location, other than loss or damage caused by ComputeK. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the ComputeK Provided Equipment. Such policy or policies of insurance must cover the ComputeK Provided Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name ComputeK as an insured beneficiary with respect to the ComputeK Provided Equipment. Upon demand, Client must produce evidence that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection, and appropriate environment to support the ComputeK Provided Equipment.

Client shall not remove any sign, label, or other marking on the Computek Provided Equipment identifying Computek as the owner of the Computek Provided Equipment. Client does not acquire and will not acquire any rights of ownership in the Computek Provided Equipment by virtue of the Contract, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Computek Provided Equipment.

On termination of any Order pursuant to which Client obtained any Computek Provided Equipment, Client shall allow Computek and its employees and contractors reasonable access to its premises to remove the Computek Provided Equipment. Alternatively, upon Computek's request, Client shall return the Computek Provided Equipment to Computek via the carrier of Computek's choice, for which Client will pay all applicable shipping charges. Upon termination, Client is responsible for removing all Client Data from the Computek Provided Equipment. Upon pickup or return of Computek Provided Equipment to Computek, Computek will not be responsible for lost Client Data.

The term "Computek Provided Equipment" means any computer, networking or telephony equipment, racking, backup, or associated hardware, or other equipment (if any) that Computek installs on Client's premises or that Computek ships to Client's location to facilitate the delivery of Services. Computek Provided Equipment does not include any hardware or devices that Computek may sell to Client or that Computek procures on Client's behalf.

#### **ARTICLE VII.** **COMPUTEK PROVIDED SOFTWARE**

The Contract does not transfer any right, title, or interest in the Computek Provided Software to Client. Client's use of the Computek Provided Software is subject to all applicable terms of any end-user license agreement pertaining to the Computek Provided Software, a copy of which will be made available to Client, upon request.

Client shall not, and shall not permit any third-party, to:

1. distribute or allow others to distribute copies of the Computek Provided Software or any part thereof to any third-party,
2. tamper with, remove, reproduce, modify, or copy the Computek Provided Software or any part thereof,
3. provide, rent, sell, lease, or otherwise transfer the Computek Provided Software or any copy or part thereof or use it for the benefit of a third-party, or
4. reverse assemble, reverse compile or reverse engineer the Computek Provided Software or any part thereof, or otherwise attempt to discover any Computek Provided Software source code or underlying proprietary information except as may be permitted by law.

The term "Computek Provided Software" means all and any software installed on the Computek Provided Equipment or provided by Computek for installation on Client's computer equipment to facilitate the delivery of the Services.

#### **ARTICLE VIII.** **CLIENT COVENANTS AND OBLIGATIONS**

**A. Assistance.** Client shall provide in a timely and professional manner, and at no cost to Computek, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by Computek to enable it to perform the Services (collectively, "Assistance"). Computek shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager or contact person to interface with Computek during the course of Services.

**B. Software Licensing.** Unless specifically otherwise agreed to in an applicable Order, Client represents and warrants that Client has title to or has a license or the right to use or modify the software and has a license or right to permit Computek to use, access, or modify any software that Client has requested Computek to use, access, or modify as part of the Services.

It is the Client's responsibility to independently ensure that **ALL** software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. Computek will not promote the use of, or knowingly support software which is not properly licensed by Client. Assistance with software audits or licensing compliance matters are billable at Computek's then-prevailing hourly rates.

**C. Unsupported Software.** Computek shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software"). **THEREFORE, CLIENT AGREES TO HOLD COMPUTEK HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.**

**D. Computek Access.** Client shall supply Computek necessary access to its personnel, appropriate documentation and records, and facilities in order for Computek to timely perform the Services.

Broadband Internet access must be provided. Computek must be provided with remote access (via VPN or other reasonable remote access) to covered equipment. Appropriate cabling to all covered computers and devices must be provided. Appropriate air conditioning and ventilation for all covered computers and devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers. Power surge protection must be provided for all covered computers and devices. Computek must be allowed convenient and timely access to the equipment covered under the Contract, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.

Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Client's facility. Client must agree to assign one employee to be liaison or contact person to Computek in order to make communications between both Parties effective.

**E. Remote Access.** Client grants to Computek the explicit right to remotely access Client's

network systems without the need to obtain expressed permission or consent each time remote access is established.

- F. Third-Party Service Provider Fees.** Unless specifically otherwise agreed to in an applicable Order, Client is responsible for any Third-Party Service Provider service fees, charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with Client's current carrier(s) or service provider(s).
- G. Network Security and Malicious Events.** Unless specifically otherwise agreed to in an applicable Order, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from unauthorized access. Hardware firewall must be in place. Wireless data traffic in the environment must be securely encrypted. Computek is not responsible for the security of Client's network and circuits from third-parties, or for any damages that may result from any unauthorized access to Client's network.

Client has an affirmative obligation to protect Client's network environment, and to train its employees for spam, malware, phishing, virus protection, and prevention from criminal acts of third-parties. **Computek is not responsible for criminal acts of third-parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom.**

If a security system for Client's network is included within the Services to be provided by Computek, Computek agrees to use commercially reasonable efforts to protect Client's network from malicious attacks by computer viruses, computer worms, and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third-parties to invade and injure computer systems. **UNLESS CAUSED BY COMPUTEK'S NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENT AGREES TO HOLD COMPUTEK HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

- H. Third-Party Criminal Activity.** **Computek is not responsible for criminal acts of third-parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. CLIENT AGREES TO HOLD COMPUTEK HARMLESS FOR ANY ACTIVITY AFFECTING NETWORK SECURITY ON CLIENT'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL ACTIVITY, NETWORK SECURITY, OR PRIVACY.** Any costs or fees to rebuild or service machines will be billed at Computek's then- prevailing hourly rates.
- I. Theft of Service.** Client shall notify Computek immediately, in writing, by electronic mail or by calling the Computek customer support line, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges billed to Client. Client will be liable for all use of the Services using equipment stolen from Client and any and all stolen Services or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third-parties hacking into any equipment. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of

Client's internal/corporate procedures. Computek will not issue credit for invoiced charges for fraudulent use resulting from Client's negligent or willful acts or those of an authorized user of Client's service. **THEREFORE, CLIENT AGREES TO HOLD COMPUTEK HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT, OR ANY THEFT OF SERVICE CAUSED BY SUCH THEFT OF SERVICE.**

**J. Hardware Equipment.** Client's equipment must be in working order and maintained under a manufacturer's warranty or maintenance contract. Computek is not responsible for Client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All Services Fees assume equipment is under manufacturer's warranty or maintenance contract or is in working order.

Computek in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under the Contract.

**K. Physical Security.** Client is responsible for the physical security of its on-premises hardware and software systems.

**L. Independent Backup.** Unless specifically otherwise agreed to in an applicable Order and its Service Attachment for Managed Services, Client must maintain an independent backup of all files that are sent to either the cloud or a data backup service. A backup solution must be in place, with backup copies stored off-site. It is the Client's responsibility to verify that backups are made regularly, as well as the integrity of the backups. Computek shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure even in the event that Computek was tasked to perform the backups. Client will be solely responsible for all lost data.

**M. Malware.** An anti-malware solution must be in place, and updated with valid update subscription. Computek is not responsible for any harm that may be caused by Client's access to third-party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses, and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Computek.

**N. Hardware and Software Configurations.** All Hardware and Software Configurations implemented by Computek shall belong to Computek, and shall constitute Computek's Confidential Information.

**O. Client Data Security & Privacy.** In addition to its other confidentiality obligations under the Service Attachment for Managed Services, Computek shall not use, edit, or disclose to any party other than Client any Client Data (defined below), except as otherwise requested by Client, or required by court order or applicable law. For purposes of this provision, all data stored on the virtualized machines assigned to Client, including locally stored personal data of individual employees, will be considered Client Data by Computek.

As between Computek and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the Contract. Computek may access Client's User accounts, including Client Data, solely to respond to service or technical problems or

otherwise at Client's request.

- P. Security and Regulatory Recommendations.** Although it is under no obligation to do so, from time to time, Computek may make recommendations regarding regulatory compliance, safety, and security related to Client's network and practices (e.g., multi-factored authentication). Client is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages whether or not Computek provided Client with recommendations regarding regulatory compliance, safety, and security related to Client's network and practices.
- Q. Password-Management Services.** If Computek provides password management services to Client, Client shall be responsible and liable for any unauthorized use of passwords. **THEREFORE, CLIENT AGREES TO HOLD COMPUTEK HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY THEFT OF PASSWORDS CAUSED BY SUCH USE OF THE PASSWORD SERVICES BY CLIENT.**

**ARTICLE IX.**  
**COMPUTEK REPRESENTATIONS AND WARRANTY**

- A. Internal Network Security Compromise Policy.** Computek monitors the availability and performance of its internal firewall and network security. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Computek's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Computek proactively evaluates, investigates, and reports security-related incidents to the appropriate authorities. Computek also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.
- B. Service Warranty.** Computek warrants that the Services will be performed in a professional and workmanlike manner and as described in the Service Attachment for Managed Services or Schedule of Services. All Services will be deemed to be accepted unless Client notifies Computek in writing within twenty (20) business days after performance that the Services did not conform to this warranty. Computek promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.
- C. Disclaimer of Warranty.**

**COMPUTEK DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT COMPUTEK WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. COMPUTEK IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY**

CONTENT, OR SERVICES PROVIDED BY THIRD PARTIES. COMPUTEK SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (II) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD-PARTY.

FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND COMPUTEK'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPUTEK CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND COMPUTEK WILL REFUND TO CLIENT THE SERVICE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO COMPUTEK FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE COMPUTEK OR ANY THIRD-PARTY VENDORS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

COMPUTEK MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. COMPUTEK DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES, OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT COMPUTEK MAY ALLOW THIRD-PARTY SERVICES PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF COMPUTEK'S CONTROL. COMPUTEK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDER.

**ARTICLE X.**  
**DISPUTE RESOLUTION**

- A. Non-Binding Mediation.** Except as otherwise specifically set forth in the Contract, Computek and Client shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to the Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of the Contract, shall be selected by agreement of the Parties and serve as the mediator. Any mediation under the Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either Party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.
- B. Period for Bringing Claim.** No claims may be made more than one (1) year after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the one (1) year period shall forever bar the claim.
- C. Continued Service.** Unless Computek is bringing an action for Client's failure to make payments for Services not otherwise in dispute, Computek will continue to provide Services under the Contract, and Client shall continue to make payments to Computek, in accordance with the Contract, during the period in which the Parties seek resolution of the dispute.
- D. Attorneys' Fees.** In the event that there is any dispute, difference, or claim related to the Contract that is resolved either through mediation or through litigation, the prevailing Party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

**ARTICLE XI.**  
**INDEMNIFICATION, LIMITATION OF LIABILITY, & INSURANCE**

**A. Indemnification.**

- 1. By Client.** CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD COMPUTEK HARMLESS AGAINST ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ASSOCIATED WITH THE DEFENSE OR SETTLEMENT OF ANY CLAIM THAT:
  - a. COMPUTEK'S USE, ACCESS, OR MODIFICATIONS OF ANY SOFTWARE THAT CLIENT HAS REQUESTED THAT COMPUTEK USE, ACCESS, OR MODIFY AS PART OF THE SERVICES INFRINGES ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT;**
  - b. ANY CLAIM RELATED TO SOFTWARE LICENSING AND SOFTWARE LICENSING COMPLIANCE; OR**
  - c. ANY CLAIM RELATED TO ANY FEDERAL, STATE, OR INTERNATIONAL LAW OR**

**REGULATION INVOLVING DATA PRIVACY, DATA PROTECTION, OR DATA BREACH TO WHICH CLIENT IS SUBJECT.**

**CLIENT SHALL PAY ANY JUDGMENTS OR SETTLEMENTS BASED ON ANY SUCH CLAIMS.**

**2. By ComputeK. SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THE PROVISION TITLED "LIMITATION OF LIABILITY", COMPUTEK AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ALL LOSS, LIABILITY, AND EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES CAUSED BY COMPUTEK'S:**

- a. NEGLIGENT ACT, ERROR, OMISSION, OR MISREPRESENTATION;**
- b. BREACH OF ANY CONTRACTUAL TERM IMPLIED BY LAW;**
- c. OTHER ACT, ERROR, OR OMISSION GIVING RISE TO CIVIL LIABILITY ARISING OUT OF BUSINESS ACTIVITIES PERFORMED FOR CLIENT.**

**B. Limitation of Liability.**

**EXCEPT IN CASES OF COMPUTEK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, COMPUTEK'S MAXIMUM AGGREGATE LIABILITY TO CLIENT RELATED TO OR IN CONNECTION WITH THE CONTRACT, INCLUDING ANY ORDER, SCHEDULE OF SERVICES, SERVICE ATTACHMENT FOR MANAGED SERVICES, SERVICE LEVEL OBJECTIVES, AND SCHEDULE OF THIRD-PARTY SERVICES OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (1) ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, OR (2) THE AMOUNTS PAID BY CLIENT TO COMPUTEK UNDER THE APPLICABLE ORDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM.**

**IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE. COMPUTEK WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD-PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF COMPUTEK AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THE CONTRACT, INCLUDING ANY ORDER, SCHEDULE OF SERVICES, SERVICE ATTACHMENT FOR MANAGED SERVICES, SERVICE LEVEL OBJECTIVES, AND**

**SCHEDULE OF THIRD-PARTY SERVICES OR OTHERWISE WILL BE LIMITED TO THE LESSER OF (1) ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, OR (2) THE AMOUNTS PAID BY CLIENT TO COMPUTEK UNDER THE APPLICABLE ORDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM.**

**CLIENT ACKNOWLEDGES AND AGREES THAT COMPUTEK WOULD NOT ENTER INTO AN APPLICABLE ORDER FOR THE CONSIDERATION GIVEN BY CLIENT FOR SUCH ORDER BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THE CONTRACT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THE CONTRACT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.**

**NOTING IN THE CONTRACT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR PERSONAL INJURY OR DEATH RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS EMPLOYEES.**

### **C. Insurance.**

- 1. Client Obligations.** Client shall maintain during the Initial Term or Renewal Term a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers' compensation coverage, and first-party cyber liability. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Computek, its agents, officers, directors, and employees.
- 2. Computek Obligations.** Computek agrees to maintain during the Initial Term or Renewal Term of an applicable Order, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (US \$1,000,000). Client's insurance shall be primary over Computek's insurance.
- 3. Insurance Assistance to Client.** Upon request by Client, Computek may assist Client with: 1) the preparation of applications for insurance; or 2) provide technical assistance to Client in connection with providing information for the underwriting of insurance. Client acknowledges and agrees that Client is solely responsible for reviewing the information for accuracy and Client will be solely responsible for adverse actions taken by insurance carriers in connection with underwriting or claims administration.

## **ARTICLE XII.** **DATA PRIVACY & PROTECTION**

- A. Client Data.** Computek agrees that any electronic data or personal information submitted by Client to Computek as a part of the Service ("Client Data") remains the property of Client and/or its end-user or other third-party. Computek agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.
- B. Compliance with Privacy and Data Security Laws.** Client agrees not to provide any consumer or other third-party data subject to privacy regulation under international, federal,

state, or local laws (“Regulated Data”) to Computek including but not limited to HIPAA, GLBA, GDPR, the California Consumer Privacy Act (“CCPA”), etc. without first entering into an appropriate Order with Computek that specifically references the Regulated Data and the law to which the Client Data is subject.

- C. Data Processing Agreement.** For Services that require the processing of Regulated Data, Client must enter into an applicable Order with Computek, together with a data processing agreement (the “Data Processing Agreement” or “DPA”). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Computek or Client’s regulated activities.

### **ARTICLE XIII.** **MISCELLANEOUS PROVISIONS**

- A. Independent Contractor.** Computek will perform all Services solely as an independent contractor and not as an employee, agent, or representative of Client.
- B. Defined Terms.** Except as otherwise defined in Service Attachment for Managed Services or Schedule of Services, the terms, words and phrases used in documents comprising the Contract will have the meanings given in this MSA.
- C. Business Day.** Unless otherwise specifically set forth in the Contract, all references to a “business day” shall mean and include Computek’s normal working hours of 8:00 AM – 5:00 PM Central Standard Time, Monday through Friday, excluding observed holidays.
- D. Observed Holidays.** Computek reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Computek may close on the closest business day in observance of that holiday. If after-hours emergency support is made available by Computek to Client during these times, Client will be charged for such after-hours emergency support at Computek’s then-prevailing special support rates.
- E. Device.** The term “device” means any equipment that Computek’s remote monitoring and management tools are installed on.
- F. User(s).** The term “user(s)” means Client's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by Computek upon Client's request). Users do not include any customers of Client or other third-parties.
- G. Conflicting Terms.** In the event of any conflict between the terms of the Service Attachment for Managed Services or Schedule of Services and this MSA, the terms in the Service Attachment for Managed Services or Schedule of Services shall control. In the event of any conflict between the Order and this MSA, Service Attachment for Managed Services or Schedule of Services, the terms of the Order shall control.
- H. No Hiring.** Neither Party shall solicit, recruit, hire, or otherwise pay any employee or contractor of the other Party during the Initial Term or Renewal Term of any Order and for

twelve (12) months following termination or expiration of all Orders.

- I. Compliance with Laws.** Computek shall comply with all laws applicable to Computek in its role as a Managed IT Computek. For the avoidance of doubt, unless otherwise provided in an Order, Computek is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry. Although it is under no obligation to do so, from time to time, Computek may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Computek's advice regarding legal requirements and regulatory compliance protocols, Computek does not take responsibility for any legal requirements and regulatory compliance protocols or audits. Computek may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Computek.
- J. Notices.** Except as otherwise provided under the Contract, 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, courier service, electronic mail, 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 to the addresses identified on the Order. The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this provision.
- K. Force Majeure.** Computek will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Computek or the Services provided hereunder (the "Affected Performance").

Any Party whose performance is so affected shall give written notice to the other Party describing the Affected Performance. The Parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both Parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the Parties shall attempt to negotiate an equitable modification to the applicable Order pertaining to the Affected Performance. If the Parties are unable to agree upon an equitable modification, then either Party may serve thirty (30) days' written notice of termination on the other Party with respect only to the portion of an applicable Order relating to the Affected Performance. Client shall pay Computek for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

- L. Waiver.** No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.
- M. Assignment.** Neither Party may assign the Contract, in whole or in part, or any of its rights or obligations under the Contract without the prior written consent of the other Party. However, ComputeK may assign or otherwise transfer its rights, interests, and obligations under the Contract without Client's consent in the event of a change in control of 50% or more of the equity of ComputeK, the sale of substantially all the assets of ComputeK, or the restructuring or reorganization of ComputeK or its affiliate entities. If Client transfers its rights, interests, and obligations under the Contract without ComputeK's consent, then such assignment will not be valid, and Client shall remain responsible for all Services Fees due under the Contract regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, ComputeK may contract with third-parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of the Contract. However, ComputeK will use commercially reasonable efforts to ensure that any and all such third-parties abide by all of the terms of the Contract, and, except as otherwise agreed, ComputeK will remain solely responsible for the fulfillment of all of ComputeK's obligations under the Contract. The Contract is binding upon the Parties, their successors, and permitted assigns.
- N. Notifications and Alerts.** Client hereby grants ComputeK the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.
- O. Survival.** The Parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of the Contract.
- P. Amendment.** ComputeK may, from time to time, in its sole discretion, and for any reason, amend the MSA, Schedule of Services, Service Attachment for Managed Services, Service Level Objectives, and Schedule of Third-Party Services, or other terms and conditions identified on the Order.
- Q. Governing Law.** The Contract shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to the Contract. Any legal action or proceeding relating to the Contract shall be instituted only in a state court in Williamson County, Texas, and the Parties hereto expressly consent and submit to such jurisdiction.
- R. Litigation Holds, Testimony, and E-Discovery.** If Client sends a clear, unambiguous litigation hold or a request for assistance with litigation matters or e-discovery, ComputeK will make reasonable efforts to comply with the request. There may be additional fees for assistance with litigation holds, testimony, and e-discovery requests, as none are included in the scope of Services. ComputeK takes no responsibility for ambiguous requests, or for compliance with

litigation holds, litigation assistance, discovery requests, or court orders, which remain the sole responsibility of Client.

- S. Severability.** If any provision of the Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather the entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of the Contract is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of the Contract and be deemed to be validated and enforceable.
- T. Third-Party Beneficiaries.** The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except as otherwise set out in the Contract, nothing is to be construed to give any person or entity, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
- U. No Disparagement.** Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Computek or Client, or the others' affiliates. The foregoing shall not be construed to prevent or prohibit a Computek or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under the Contract; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Computek or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this provision.
- V. Gender, Number and Headings.** Words of any gender used in the Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing the Contract.
- W. Authority to Contract.** The Parties each represent and warrant to the other Party that the warranting Party possesses the legal authority to enter into the applicable Order and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute such Order and to bind such Party to its terms, and, by execution of such Order, bind such Party to the terms of the Contract.

**V. Entire Agreement.** This MSA together with the Order, Schedule of Services, Service Attachment for Managed Services, Service Level Objectives, and Schedule of Third-Party Services and any other relevant attachments thereto, as may be amended, (collectively, the “Contract”) set forth the Parties’ entire understanding with respect to the subject matter hereof and are binding upon both Parties, their successors, and their permitted assigns, in accordance with the terms of the Contract. There are no understandings, representations, or agreements other than those set forth in the Contract. Each Party, along with its respective legal counsel, has had the opportunity to review the Contract. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either Party.