



This Master Services Agreement (“Agreement”) is made _____ (“Effective Date”) between NetStandard, Inc. (“NSI” or “Company”), with a principal office at 10300 W 103rd Street, Overland Park, KS 66214, and _____ (may also be referred to as “Customer”) with a principal office at _____ (Company and Customer are collectively referred to as the “Parties”).

WHEREAS, Company is engaged in the business of providing a range of information technology services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, functions and/or products as further described in one or more Service Attachment(s), Statement(s) of Work or Product Order(s) that may be proposed and approved in writing by the Parties. Any such approved Service Attachment(s), Statement(s) of Work or Product Order(s) shall be attached hereto and incorporated herein by reference (the services and functions described in any Service Attachment and/or Statement of Work shall be referred to as the “Services;” the products described in any Product Order shall be referred to as the “Products”). The term “Agreement” shall include this Master Service Agreement as well as any and all Service Attachment(s), Statement(s) of Work, and Product Order(s) incorporated herein by reference. Absent the execution of a Service Attachment, Statement of Work or Product Order, this Agreement does not, in and of itself, represent a commitment by Company to provide any Services or Products to Customer or a requirement that Customer pay any fees to Company.

2. Term of Agreement

- (a) This Agreement shall commence on the Effective Date set forth above and will continue in full force and effect until terminated by either Party as provided herein, or until Company is no longer obligated to provide any Services or Products to Customer pursuant to an attached Service Attachment, Statement of Work or Product Order. In the event that a Service Attachment provides for a different term, the Service Attachment term will control for that specific Service Attachment only.
- (b) In the event that there is a continuing need for the provision of any Services or Products identified in a Service Attachment, Statement of Work or Product Order after the expiration or termination of this Agreement, and Customer requests in writing to have Company complete the Services or provide Product, this Agreement will automatically renew for the period of time that it takes for the completion of such Services or delivery of such Products. Customer acknowledges that it will be responsible for all fees, costs, and expenses incurred by Company for Services rendered or Products delivered after expiration or termination of this Agreement.
- (c) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided: (1) the alleged breaching Party is notified in writing and given an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below; and (2) the alleged breach was not caused by a condition described in paragraph 18(e).

3. Fees and Payment Terms

- (a) In exchange for the Services performed or Products delivered by Company, as set forth in any Service Attachment(s), Statement(s) of Work or Product Order(s), Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Service Attachment(s), Statement(s) of Work or Product Order(s). Customer shall also be

responsible for payment of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services or Products provided pursuant to this Agreement. Customer will pay all invoices within fifteen (15) days of receipt thereof. Customer's failure to remit payment due within fifteen (15) days of receipt of an invoice shall be considered a material breach of this Agreement subject to accelerated termination pursuant to paragraph 14(a) of this Agreement. Customer shall be responsible for reimbursing Company for any actual costs, including attorney's fees, related to resolving any unpaid balance.

- (b) Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (c) In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with the performance of Services or delivery of Products. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

4. Additional Products and Services

- (a) NSI shall perform the Services set forth in the Service Attachment(s) in accordance with the Service Level Agreements identified in the respective Service Attachment(s) and other terms and conditions of this Agreement and any attached Service Attachment(s).
- (b) Company and Customer may from time to time mutually agree to additional products and/or services not covered by an existing Service Attachment, Statement of Work or Product Order. In the event Customer desires to add products or services not covered by an existing Service Attachment, Statement of Work or Product Order, Company and Customer shall execute a new Service Attachment, Statement of Work or Product Order regarding the desired additional products and/or services. Such Service Attachment Statement of Work or Product Order shall be attached hereto and incorporated fully herein by reference.
- (c) In the event Customer desires to make changes to Services provided pursuant to an existing Service Attachment, Customer shall notify Company in writing of its proposed changes. Company shall have five (5) days from the receipt of Customer's request to either accept or reject the proposed changes. If Company accepts Customer's proposed changes to a Service Attachment, Company shall notify Customer in writing of the acceptance, and the proposed changes shall automatically become an addendum to the affected Service Attachment. If Company rejects Customer's proposed changes, this Agreement and any attached Service Attachment shall remain unchanged.
- (d) Customer acknowledges that Company may, from time to time and without notice, make nominal or incidental changes to the Services provided in order to conform to Customer's use of the Services.

5. **Products.** Company may from time to time, in connection with the provision of Services to Customer, offer certain Products for sale to Customer. This paragraph 5 shall set forth the terms and conditions for the purchase of any Products by Customer.
- (a) **Invoicing and Payment.** Products will be invoiced to Customer upon Company's acceptance of a Product Order. Company's invoice will include all Products available at the time of order acceptance. Back-ordered items will be separately invoiced on the date shipped. Shipping, handling and insurance charges will be added to the invoice amount. If Customer has entered into an agreement for Services to be provided by Company, those Services will be separately invoiced to Customer. Payment is due fifteen (15) days from invoice date. In no event shall the due date of a Product invoice be extended on account of back-ordered items or status of Service completion. Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
 - (b) **Title.** Company shall retain title and ownership in and to Products sold to Customer until full payment of the purchase price is received by Company, whereupon both shall automatically pass to Customer. Until title and ownership passes to Customer, Customer agrees to maintain Products in good operating condition.

- (c) **Delivery.** Shipping dates are approximate, and deliveries are subject to unavoidable delays. Company shall not be liable for damages caused by delay in delivery, installation or furnishing of Services.
- (d) **Returns.** All returns must be accompanied by a Company assigned Return Merchandise Authorization (RMA) number. Customer must provide Company with an invoice number and Product serial number when requesting an RMA number. No returns on memory after 15 days from date of invoice; no returns on other Products after 30 days from date of invoice. All returns subject to a 15% restocking fee. Returned Products must be in new and working condition in original package, including all manuals. Special ordered items will not be accepted for return. No returns on software or memory that has been opened. All returns are subject to the terms and conditions of the manufacturer's return policy.
- (e) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Products.
- (f) **Risk of Loss.** Risk of loss or damage to Product(s) purchased by Customer shall pass to Customer upon signed acceptance of delivery.
- (g) **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY PRODUCTS PURCHASED FROM COMPANY ARE SUBJECT ONLY TO THE MANUFACTURER'S ORIGINAL WARRANTY. ALL PRODUCTS ARE PURCHASED "AS IS" AND "WITH ALL FAULTS." SOFTWARE IS SUBJECT TO SUCH WARRANTIES AS THE MANUFACTURER MAY MAKE UNDER THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. COMPANY WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON FIXED DISKS, MAGNETIC TAPES, MEMORIES, OR ANY OTHER STORAGE MEDIA AND/OR DEVICES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONJUNCTION WITH THE SALE OF PRODUCTS TO CUSTOMER. THE PRICES AND DISCOUNTS APPLICABLE UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6. **Protection of Rights**

- (a) Customer acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by NSI are transferred to Customer. Further, NSI acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by Customer are transferred to NSI.
 - (b) Unless otherwise agreed in writing by the Parties, any hardware or software optionally purchased by Customer shall be the sole property of Customer. Customer agrees to be bound by all vendor-specific software licenses and/or end-user license agreements for all software modules sold, installed and/or managed by NSI. NSI is not responsible for any damages to Customer resulting from Customer's violation of or failure to comply with any vendor-specific licenses or end-user license agreements. Customer may not grant to any third party a sub-license, lease, or sub-lease of equipment, hardware, or software serviced by NSI without the express written consent of NSI.
 - (c) NSI provides some of its Services under this Agreement via the Internet. Customer acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with NSI, but is instead a separate network of computers independent of NSI. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Customer's ability to access the Internet or NSI Services via the Internet is beyond NSI's control. Unless agreed otherwise in writing by the Parties, Customer assumes all risk and responsibility for the content of information transferred across the Internet by Customer.
7. **Independent Contractor.** The Parties enter into this Agreement, including any attached Service Attachment(s), Statement(s) of Work or Product Orders, as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Company employees who are

assigned to perform services at any Customer-owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

8. Confidential Information

- (a) The parties understand and acknowledges that they may, from time to time, disclose “Confidential Information” to each other. For purposes of this Agreement, the term “Confidential Information” shall include but not be limited to any nonpublic and/or proprietary information or materials relating to promotional and/or marketing strategy and activity, pricing information (including but not limited to rates, margins, and budgets), financial and budget information, customer lists, information about the education, background, experience, and/or skills possessed by employees, employee compensation information, service and/or sales concepts, service and/or sales methodology, service and/or sales techniques, customer satisfaction data or sales information, or any information which are marked or identified as “confidential” at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. The parties will not disclose Confidential Information to any third party at any time without the prior written consent and shall take reasonable measures to prevent any unauthorized disclosure of Confidential Information by its employees, agents, contractors, or consultants. Further, Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of the parties and shall in no event be transferred, conveyed, or assigned as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively “Customer’s Confidential Information”). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer’s business operations (collectively “Confidential Trade Information”). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by this Agreement to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (c) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving Party; (b) Information which was independently developed by the receiving Party without the use of or reliance on the disclosing Party's Confidential Information; (c) Information which was provided to the receiving Party by a third party under no duty of confidentiality to the disclosing Party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the Party whose Confidential Information is involved.
- (d) The Parties agree that the disclosure of any of the foregoing Confidential Information by either Party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

9. **Nonsolicitation**

- (a) **Nonsolicitation of Company Personnel.** Customer may not, either directly or indirectly, solicit, hire, contract with or endeavor to entice away any Company employee during the Term of this Agreement and for a one (1) year period following its termination (the "Nonsolicitation Term"). If Customer hires a Company employee without first obtaining the written consent of Company, Customer shall pay Company as liquidated damages an amount equal to 100% of the employee's annual fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.
- (b) **Nonsolicitation of Company Clients.** During the Term of this Agreement and for a one (1) year period following its termination, Customer shall not solicit, interfere with, endeavor to entice away, or enter into a contract with any existing or prospective client of NSI for the purposes of supplanting services provided by or to be provided by NSI. For purposes of this Agreement, "existing client" is defined as any client of NSI to whom Customer was introduced or made aware of by virtue of Customer's business relationship with NSI. For the purposes of this Agreement, "prospective client" is defined as any business prospect NSI has actively pursued and to whom Customer was introduced during the course of Customer's relationship with NSI. Customer acknowledges that a violation of this paragraph 9(b) may give rise to irreparable injury to Company, inadequately compensable in monetary damages. Accordingly, Company may seek and obtain injunctive relief against Customer's breach of this paragraph 9(b).

10. **Limited Warranty.** Any warranty offered by Company for Services provided herein shall be set forth in the Service Attachment. In the absence of any warranty language in the Service Attachment, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. Security services performed will not guarantee a level of security for the system being assessed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SERVICE ATTACHMENT(S), THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

11. **Limitation of Liability.** CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR: (1) ANY LIABILITY CLAIMS, LOSS, DAMAGES OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF SERVICES PROVIDED HEREIN; (2) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST SUCH LIABILITIES, CLAIMS, LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE) OR EXPENSES, OR ACTIONS IN RESPECT THEREOF, ASSERTED OR BROUGHT AGAINST COMPANY BY OR IN RIGHT OF THIRD PARTIES; OR (3) ANY PUNITIVE DAMAGES. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE LAW OF THE STATE OF KANSAS. CUSTOMER'S SOLE REMEDY FOR COMPANY'S NON-CONFORMING PERFORMANCE OF SERVICES OR DELIVERY OF PRODUCTS SHALL BE, IN COMPANY'S ABSOLUTE DISCRETION, RE-PERFORMANCE OF THE NON-CONFORMING SERVICES OR A REFUND OF THE AMOUNT PAID BY CUSTOMER FOR THE NON-CONFORMING SERVICE OR PRODUCTS. COMPANY'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT BILLED OR BILLABLE TO CUSTOMER FOR SERVICES PROVIDED BY COMPANY DURING THE PRECEDING TWO (2) MONTHS FROM THE DATE THE ALLEGED DAMAGES WERE INCURRED.

12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, or termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Company employees hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

13. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal

property directly caused solely by the negligence or willful conduct of the indemnifying Party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Company and/or any third party, it is expressly agreed that Company's liability shall be limited by the terms and provisions of paragraph 11 herein and that, with respect to any remaining obligations to pay any third-party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph 11 herein, each Party's obligations of indemnity under this paragraph shall be effective only to the extent of each Party's pro-rata share of liability. To receive the foregoing indemnities, the Party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the Party seeking indemnification under any settlement made without the indemnifying Party's written consent.

14. **Termination**

- (a) **Termination for Material Breach.** If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement (including any Service Attachment(s), Statement of Work or Product Order attached hereto), then the non-breaching Party shall provide written notice to the other Party's representative identified in Exhibit 1 attached hereto describing the alleged breach in reasonable detail. If the alleged breach relates to Customer's failure to pay any sum due and owing under this Agreement, or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph 9 herein, Customer shall have ten (10) business days after notice of such failure to cure the breach. If Customer fails to cure the breach within ten (10) business days, then Company may immediately terminate this Agreement, in whole or in part, for cause, by providing written notice to Customer. With respect to all other breaches of this Agreement, the non-breaching Party must provide the breaching party notice in writing clearly identifying the breach. Unless the Parties agree in writing to a longer time, the breaching Party shall have fifteen (15) days from its receipt of the written notice of breach to cure the breach. If the breaching Party fails to cure the breach within fifteen (15) days of receipt of the written notice of breach, then the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 attached hereto and fully incorporated herein. If the breach is one that cannot reasonably be cured within fifteen (15) days of receiving notice, the parties shall mutually agree in writing to a time schedule and plan for curing the breach. If the breach is not cured by the mutually agreed-upon deadline, the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 to this Agreement.
- (b) **Termination of Individual Services.** If Customer is receiving Services under multiple Service Attachments, the Termination of one Service Attachment does not affect any other Service Attachment or this Agreement. If Company terminates any Service Attachment due to Customer's material breach, Customer shall not be relieved of its obligation to remit payment for any unpaid, undisputed balance, or compensate Company its actual costs incurred as a result of Company's reasonable reliance upon Customer's promise to honor its obligations under the Service Attachment.
- (c) **Termination for Bankruptcy.** Company shall have the immediate right to terminate this Agreement, by providing written notice to Customer, in the event that (i) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of Customer's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- (d) **Payments Due.** The termination of this Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable.
- (e) **License Fees.** Upon termination of this Agreement or any Service Attachment for any reason, Customer shall be responsible for the unpaid balance of any license fees or similar use fees incurred by Company on behalf of Customer.
- (f) **Discontinued Services.** Company reserves the right, in its absolute discretion, to discontinue offering any Service(s) identified in any Service Attachment or Statement of Work, in whole or in part, upon sixty (60) days written notice to Customer. Company shall not be in breach of this paragraph 14(f) or any other provision of this Agreement if one or any of Company's vendors provides less than thirty (30) days' notice to Company that a particular service will no longer be available to its customers.

(g) **Termination due to Inactivity** – Paragraph 2.(a) notwithstanding, in the event that no Service Attachments, Product Orders or Statements of Work are in effect, Company shall have the option to terminate this Agreement, without cause, by providing thirty (30) days’ notice of its intent to terminate the Agreement without cause.

15. **Acceptable Use Policy.** Customer, its employees and agents, and any person or entity authorized by Customer to utilize Company’s network shall be bound by Company’s Acceptable Use Policy (the “Use Policy”) published on its website, available at netstandard.com/acceptable-use-policy. Violations of this Use Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Company in its sole discretion. When feasible, Company shall give notice of the violations and allow reasonable time for them to be cured, not to exceed ten (10) days; however, Company reserves the right to act without notice when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Use Policy.

16. **Exigent Circumstances.** When exigent circumstances arise, which threaten violation of existing laws, Company’s Acceptable Use Policy or Privacy Policy, compromise of Company’s network, or compromise of Customer’s network, Company reserves the right, in its sole and absolute discretion, to take appropriate action without Customer consent. In such circumstances, Company will make reasonable efforts to contact Customer and to resolve the exigency. Examples of exigent circumstances include, but are not limited to, denial of service attacks, hijacking of a Customer website or application for unlawful use by an unauthorized third party, or infection of a resource within Customer’s network by harmful malware.

17. **Customer Responsibilities**

(a) Customer shall promptly notify Company of any changes to billing and contact information. Company is not responsible for any incorrect or inaccurate information provided by the Customer.

(b) During the Initiation of Services Period, as this term is further defined in the attached Service Attachment(s), Customer will provide Company reasonable access to Customer’s network and Customer’s facilities in order for Company to timely complete its initiation of services. Customer’s failure to provide reasonable access to Company may result in delays in completing the initiation of services. Any such delay described in this paragraph 17(b) shall not be grounds for termination by Customer. In the event Company terminates this Agreement due to a delay described in this paragraph 17(b), Customer shall be responsible for all actual costs and expenses incurred by Company in reliance on this Agreement.

18. **Miscellaneous Provisions**

(a) **Non-Restrictive Relationship.** Company may provide the same or similar services to other customers.

(b) **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other Party shall not prejudice such Party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

(c) **Privacy.** Company is committed to protecting the privacy of all of its customers, and Company has enacted policies to protect certain information from disclosure to third parties (the “Privacy Policy”). A copy of Company’s Privacy Policy may be accessed via Company’s website at netstandard.com/privacy.

(d) **Force Majeure.** Neither Party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

- (e) **Notices.** All notices required under or regarding this Agreement, including any Service Attachments, must be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by e-mail (confirmed by read-receipt) or sent by courier (confirmed by receipt) addressed to the parties listed above.
- (f) **Contact and Billing Information.** Customer's designated contact for Notices described above and billing information is identified in Exhibit 1 of this Agreement.
- (g) **Assignment.** Customer may not assign this Agreement without the prior written consent of Company.
- (h) **Facility Rules and Safety Requirements.** The employees and agents of each Party, while on the premises of the other Party, shall be bound by any and all rules and regulations in effect, including safety and security requirements.
- (i) **Survival.** Any provision of this Agreement that contemplates performance or observance following termination or expiration of this Agreement, or that by its nature should continue to be effective following termination or expiration of this Agreement, will survive termination or expiration of this Agreement and continue in full force and effect until the natural termination of the particular provision.
- (j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument. A signature transmitted by facsimile or scanned from the original shall be considered an original signature for purposes of this Agreement.
- (k) **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (l) **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (m) **Entire Agreement.** This Agreement and any Service Attachment(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.
- (n) **Modification.** Except as otherwise provided in an Service Attachment, this Agreement and any Service Attachment(s) may be modified only by an instrument in writing executed by the Parties hereto. Any written work order or request for additional services submitted by Customer shall not modify the terms of this Agreement and will only be considered an offer to modify the Agreement.
- (o) **Supremacy.** This Master Service Agreement shall replace and supersede all prior Master Service Agreements entered into by and between the Parties. Any Service Attachment(s) executed by the Parties after execution of this Master Service Agreement shall be governed only by this Master Service Agreement. The Parties acknowledge that some inconsistencies may exist between this Master Service Agreement and Service Attachments executed prior to this Master Service Agreement. The Parties agree that any inconsistencies or ambiguities that may arise between an existing Service Attachment and this Master Service Agreement shall be construed in favor of the existing Service Attachment.
- (p) **Applicable Law.** This Agreement is made under and will be construed in accordance with the law of Kansas without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Johnson County District Court or in the Federal District Court for the state of Kansas.
- (q) **Successors and Third-Party Beneficiaries.** This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

(r) **Audit Attestation.** Company is committed to protecting the data hosted in Company's data center, both physically and logically. Detailed controls regarding the security of hosted data are available in Company's control audit attestation report. Company maintains an attestation report (i.e. SSAE16, SSAE18) that may be reviewed by Customer upon request.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date above.

NetStandard, Inc.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____