

Master Service Agreement (MSA)

Client name on your executed proposal ("CLIENT"), having headquarters at Client Address on the executed proposal, engages **ThinkSecureNet, LLC & SecureNetMD, LLC** ("TSN"), located at 16557 Coastal Highway, Lewes, Delaware 19958, as an independent contractor, to provide technical services, operations consulting and related services ("Services") in accordance with the terms of this Master Services Agreement (this "Agreement"). TSN agrees to perform such Services in accordance with the scope of work authorized by the CLIENT.

1. **CLIENT OBLIGATIONS.** In order for TSN to effectively fulfill its obligations, CLIENT agrees to:
 - a. Provide reasonable access to physical site as needed, provide any and all passwords and codes to software and hardware systems, provide access and authorization to any vendors providing software, hardware or services to CLIENT and with whom TSN needs to communicate with on behalf of CLIENT.
 - b. Maintain adequate internet service both in terms of speed and quality for remote access and online backups to be performed successfully.
 - c. CLIENT understands and agrees that for certain problems to be successfully resolved, TSN will have to schedule time with staff, and TSN will work with staff to test and verify resolutions. TSN agrees to keep work interruptions to a minimum, and work with staff to schedule mutually convenient times for these consultations.

Master Service Agreement

- d. Unless specified in an approved proposal or quote, CLIENT will provide all necessary software and/or hardware required for TSN employees to perform the work specified. TSN will invoice for all employees' time regardless of the CLIENT's ability to provide hardware and/or software on a timely basis. If known by TSN prior to scheduling work, TSN will advise CLIENT of additional software and hardware needs via the quote process.

 - e. In the event that CLIENT requires additions to or modifications of existing equipment or an existing network, either local area or wide area, TSN reserves the right to inspect said equipment or network. If said equipment or network does not meet TSN's recommended standards of performance or practices, TSN shall inform CLIENT of identified deficiencies. TSN shall then make recommendations necessary to bring said deficiencies up to TSN's recommended standards of performance or practices. In any event, TSN will not be held responsible or liable for guarantees of prices, performance or timeframes resulting from such existing deficiencies.
- 2. TSN OBLIGATIONS.** Contractor shall perform the mutually agreed upon services set forth in the attachments hereto or other documents that incorporate or reference this Agreement, in accordance with the standards prevailing in TSN's industry.
- 3. PRICING, SPECIFICATION AND AVAILABILITY.** Prices, specifications and availability of products are subject to change without notice. Due to the volatile nature of the technology market, descriptions may not reflect current technical information. TSN may

Master Service Agreement

change its pricing, product description or specification prior to delivery due to changing market conditions, product discontinuation, product unavailability or typographical errors.

4. PAYMENT TERMS. CLIENT agrees to the following payment terms:

- a. CLIENT shall pay TSN the full amount due as shown on the invoice(s) according to the terms specified on each invoice, quote or proposal or in accordance with a separate terms agreement or credit application. If not otherwise specified, payment will be due upon receipt. Any invoice not contested by CLIENT in writing within ten (10) days from the date of such invoice shall be deemed fully accepted by CLIENT.

- b. CLIENT agrees and accepts email transmittal of invoices as an acceptable method of delivery. A service fee of \$10 per month will be charged if postal delivery of paper invoices is required.

If any of CLIENT's obligations to TSN is not promptly paid when due, or if CLIENT breaches any provision hereof, TSN may immediately cease rendering Services to CLIENT and CLIENT shall be in default hereunder and all unpaid installments shall become immediately due and payable. Without prejudice to TSN's remedies hereunder, TSN shall be entitled to interest at the maximum rate permitted by law on the outstanding amount due from the first day of the calendar month until paid in full for each consecutive month such amount is outstanding. CLIENT also agrees to pay a collection fee of up to thirty percent (30%) of all applicable invoice amount(s) or the maximum amount permitted by law should it become necessary for TSN to engage outside professional services in the

Master Service Agreement

collection of invoice(s) as a result of CLIENT's failure to pay the invoice(s) when due. CLIENT also agrees to pay any reasonable attorneys' fees and court costs, which may arise out of any breach made by CLIENT related to this Agreement.

- c. There will be a Seventy-Five Dollar (\$75.00) service charge per returned check. Please note that the issuing party may be held liable for three (3) times the amount of the check plus the maximum penalties allowable by law. If funds are not made good within fifteen (15) days of the date on the check, accounts may be turned over for prosecution under the full extent of the law.
- d. A twenty-five percent (25%) restocking fee of the purchase price may be applicable on all returned products and canceled orders. Returned products must be in original packaging along with all original contents. Returns are subject to being accepted by distributor or manufacturer; otherwise the sale is final and product cannot be returned. Any custom ordered hardware cannot be returned for any reason.

- 5. TERM & TERMINATION.** This Agreement will be effective as of the Effective Date and unless sooner terminated as herein provided, will continue for a period of one year ("Term"). Thereafter, this Agreement shall automatically renew for successive Terms of like duration as the then-ending Term at TSN's then-current fees and rates, unless at least sixty (60) days prior to the end of the then-current Term (i) either party provides the other with written notice of its intent to terminate this Agreement at the end of the then-ending Term, or (ii) the parties agree in writing to a different period for the succeeding Term.

Master Service Agreement

- a. Notwithstanding anything to the contrary herein, either party may terminate this Agreement upon forty-five (45) days' prior written notice, if the other party materially breaches any of the terms and conditions of this Agreement and such material breach is not cured within the forty-five (45) day period. TSN will have the right to suspend the Services upon prior written notice to CLIENT in the event of a material breach by CLIENT of this Agreement that remains uncured for a period of thirty (30) days following receipt of written notice from TSN.
- b. Upon termination, CLIENT shall promptly pay TSN all outstanding amounts due to TSN under this Agreement.

6. CONDITIONS AND LIMITATIONS. CLIENT agrees to the following conditions and limitations:

- a. Response times: CLIENT acknowledges that any response times are target response times and are subject to events outside the control of TSN. TSN will make every reasonable effort to respond to service calls as soon as practical; however, TSN cannot guarantee performance of its Services within the target timeframe.
- b. Third Parties: CLIENT acknowledges that some services will be provided through third parties and that their performance cannot be guaranteed by TSN. The failure of a third party to perform does not constitute a failure on the part of TSN. Examples include, but are not limited to, Internet Service Providers, Hosted Exchanges and Hosted SPAM filtering and other Cloud Services.

Master Service Agreement

- c. Single Point of Contact: CLIENT agrees to appoint a single contact person to interface with TSN for all Services provided under this Agreement. This contact person will have the authority to authorize purchases and generally convey CLIENT company policy to TSN in relation to provided Services. This includes triage of calls, assignment of work orders to internal personnel or TSN and documentation of the completion of all work orders.
 - d. Domain Administrator Account: CLIENT authorizes TSN to establish and maintain a domain administrator account for its exclusive use in providing the Services detailed in this Agreement.
 - e. End User License Agreements (“EULA”): CLIENT expressly authorizes TSN to accept and/or execute any applicable EULAs on behalf of CLIENT. CLIENT acknowledges and agrees that CLIENT will be bound by any EULA terms or conditions and that TSN is not assuming any right, duty or obligation on behalf of CLIENT.
7. **RATES.** Current billing rates are shown in Exhibit MSA-A – Rates and Travel Charges.
8. **CHARGES.** A schedule of installation, remediation and monthly charges is shown in Exhibit MSA-B.
9. **OWNERSHIP OF TSN EQUIPMENT.** Any TSN owned equipment installed at CLIENT site will remain property of TSN. CLIENT agrees that it shall not lien or encumber any of TSN’s equipment. If CLIENT becomes insolvent, files for bankruptcy or makes an

Master Service Agreement

assignment against its creditors, CLIENT shall, at the request of TSN, immediately return all TSN equipment to TSN. All rights not expressly granted by TSN herein are reserved and retained by TSN. TSN may at CLIENT's request remove any and all of its equipment. Removing CLIENT data will be at CLIENT's expense, by hourly or by a mutually agreed upon fee.

10. INSURANCE ADDITIONALLY INSURED. If TSN's equipment, software, hardware or solutions are on site at CLIENT's location, then CLIENT shall list TSN as an "additional insured and loss payee" under its insurance coverage. Upon request, CLIENT shall provide TSN with a copy of such insurance.

11. CONFIDENTIALITY. "Confidential Information" means any information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information of TSN includes, but is not limited to, the terms of this Agreement and TSN's pricing and procedures. CLIENT's Confidential Information includes any CLIENT data residing on the Equipment to which TSN may have incidental access during its provision of the Services. Confidential Information does not include information that the receiving party can show: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records.

a. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; and (b) except as expressly authorized by this Agreement and/or any other agreement between TSN and CLIENT not to, directly or indirectly, use,

Master Service Agreement

disclose, copy, transfer or allow access to the disclosing party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law, applicable regulatory authorities or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.

- b. Each party acknowledges and agrees that any violation of this Section may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that the disclosing party shall have at law or in equity.

12. INJUNCTIVE RELIEF. Both parties acknowledge that the breach of any of the confidentiality provisions or other agreements set forth in this Agreement would give rise to irreparable injury to the disclosing/non-defaulting party, which injury would be inadequately compensable in money damages. Therefore, the injured party may seek and obtain a restraining order or injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement in addition to any other legal remedies that may be available. Such injunctive relief may be pursued without the requirement of the posting of a bond therefore.

13. DISPUTES. Any disputes in excess of Five Thousand Dollars (\$5,000) shall be subject to arbitration by a single arbitrator under the auspices of the American Arbitration Association ("AAA"), pursuant to its Commercial Arbitration Rules. All arbitration

Master Service Agreement

proceedings shall be conducted in accordance with the rules of the AAA at the branch of the AAA closest to both parties' principal places of business.

- 14. BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of TSN and its successors and assignees and binding upon CLIENT and its successors and assignees. This Agreement may not be modified except by a written instrument signed by all parties.
- 15. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. CLIENT consents to jurisdiction of said courts, whether state or federal, in Sussex County, State of Delaware.
- 16. FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, power surge, or interruption or failure of electricity or telephone service. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

Master Service Agreement

- 17. CREDIT WORTHINESS.** Payment terms will be determined based on credit application. All hardware and software purchases over Two Thousand Five Hundred Dollars (\$2,500) require a 50% down payment.
- 18. SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall be severed or reformed to the extent necessary to be enforceable, and the remaining provisions hereof shall remain in full force and effect.
- 19. WAIVER OF CONTRACTUAL RIGHT.** No delay or omission by either party to this Agreement in the exercise or enforcement hereof shall constitute the waiver of such power or right.
- 20. INDEPENDENT CONTRACTOR.** It is understood by the parties that TSN is an independent contractor and not an employee of CLIENT. CLIENT will not provide fringe benefits including, but not limited to, health insurance, paid vacation, paid leave, bonuses or any other employee benefit for the benefit of TSN or TSN employees.
- 21. ASSIGNMENT.** TSN's obligations under this Agreement may not be assigned or transferred to any other firm or corporation without the prior written email consent to CLIENT. This assignment right only applies to persons, firms or corporations that acquire TSN in a purchase, buyout, asset purchase or corporate restructure arrangement. The assignee of TSN will be held by all provisions of this Agreement separately and together.
- 22. LIMITATION OF LIABILITY.** The parties agree that each party's liability to the other party and/or third parties claiming by, through or under the other party, however arising (whether

Master Service Agreement

in contract, tort, negligence, breach of warranty, strict liability, by statute or pursuant to any other legal theory or theories, whether now existing or hereafter recognized), shall in the aggregate be limited to an amount equal to the fees paid and payable by CLIENT to TSN prior to the date that the relevant cause of action accrues.

- a. In no event shall either party be liable for special, consequential, incidental, indirect or punitive losses, damages or expenses whether arising in contract or tort (including, but not limited to, lost profits, savings, data or the cost of recreating lost data), even if it has been advised of their possible existence.
- b. CLIENT and TSN agree that the limitations of liability provided in this Section represent the agreed and bargained-for understanding of the parties, that TSN's compensation reflects such limitations, and that the parties would not enter into this Agreement without such limitations of liability.
- c. CLIENT agrees that any liability will not exceed more than the total value of this Agreement for any 12-month period.
- d. All Data or information "stored" on any computers or systems is at risk at all times of being lost. Even though TSN will backup and keep multiple copies of this data, CLIENT acknowledges that TSN will do its best effort to retrieve data should a failure put data at risk. No guarantee or warranty is provided to be able to retrieve data at any time or of any amount. All solutions for storing data and recovery of that data are third party products. TSN makes no claims on their ability to perform as sold. Should TSN be at fault for the data loss due to a bad practice or process,

Master Service Agreement

then TSN will attempt recovery of the data at TSN's expense. If the CLIENT is at fault for the data loss and recovery services are needed from other firms, it will be at CLIENT's decision and at CLIENT'S expense.

- 23. NON SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, TSN and CLIENT mutually agree not to solicit for employment each other's employees. It is further agreed that if TSN or the CLIENT does hire an employee, contractor or representative of the other party, either directly or indirectly, that the hiring party will pay the other party as liquidated damages the sum of Thirty Thousand Dollars (\$30,000), which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.
- 24. NOTICES.** All notices required or permitted under this Agreement to TSN shall be in writing and sent by hard copy mailed to the address set forth in Section 1 of this Agreement.
- 25. MODIFICATIONS – AMENDMENTS.** The parties agree that this Agreement may be modified or amended by TSA and such proposed amendments or modifications shall be posted online at www.securenetmd.com or www.thinksecurenet.com for a period of thirty (30) days for review and comment by CLIENT. CLIENT shall evidence its assent and acceptance of such changes by not objecting within thirty (30) days. After such proposed amendments or modifications have been posted for thirty (30) days, without comment from CLIENT, such changes shall be incorporated into this Agreement and shall be binding with respect to each party hereto.

Master Service Agreement

- 26. EXHIBITS AND SCHEDULES.** Exhibits or schedules referred to in this Agreement are incorporated into and made a part of this Agreement to the same extent as if set forth in full in the body of this Agreement. Each exhibit will be initialed by both parties to be included.
- 27. SURVIVAL.** The provisions in this document, which by their nature are intended to survive, shall survive the expiration or termination of this Agreement. This includes, but is not limited to, Sections 6, 7, 9, 10, 11, 12, 13 and 14.
- 28. WARRANTY/DISCLAIMER.** TSN is consulting with CLIENT and analyzing CLIENT's computer system and making recommendations based upon its monitoring and inspection of CLIENT's system that is limited in scope. TSN warrants that services provided will be of good, workmanlike quality, performed with the requisite skill necessary.

If a warranty applies, it will be in effect for thirty (30) days from the date the services are rendered. TSN does not warrant that as a result of monitoring or limited inspection, they will identify all of the potential problems or issues with CLIENT's system, nor do they warrant that their recommendation will remedy all problems or issues that CLIENT may encounter.

Except as specifically provided in this Agreement, TSN makes no representation as to the material, workmanship, merchantability or fitness for any particular purpose for services provided hereunder.

Master Service Agreement

- 29. LIMITED LIABILITY.** TSN's liability under this Agreement, including but not limited to Section 28, shall be not shall exceed, in any circumstance, the value of the then-current term of this Agreement.
- 30. ENTIRE AGREEMENT.** This Agreement (including any and all exhibits or attachments hereto) constitutes the complete and exclusive statement of the agreement between parties, which supersedes all prior and concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

36350771_2

Master Service Agreement

Exhibit MSA-A

Rates and Travel Charges

CURRENT BILLING RATES. The schedule of rates as of the date of this document is listed below. Note that billing rates are subject to change. Notice is typically posted online or emailed.

TRAVEL CHARGES. All onsite service calls incur some form of trip charge. The charge is \$40 for clients in the Local Service Area. Clients outside of the Local Service Area are charged for travel time at one-half of the prevailing rate and mileage. TSN uses mileage reimbursement rates published by the US General Services Administration and are subject to change.

LOCAL SERVICE AREA. The Local Service Area is defined as the area located within CLIENT proposal.

PER DIEM. TSN charges per diem rates for service calls or projects requiring overnight hotel stays. TSN uses per diem rates published by the US General Services Administration and are subject to change.

BILLING INCREMENT. All service calls are billed in 30-minute increments.

ONSITE MINIMUM. There is a two (2) hour minimum for all onsite calls. This is in addition to applicable travel charges.

HOLIDAYS. TSN is closed for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

SERVICE PROVIDER CLASSIFICATIONS. The team at TSN is made up of technicians, engineers, senior engineers and business consultants. Each group has different capabilities and bills at different rates. We strive to match each issue with the most appropriate team member for timely and cost effective resolution.

TIME OF SERVICE CLASSIFICATIONS. Standard business hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding TSN holidays. Rates are determined based on the following Time of Service classifications. These rates will apply, unless otherwise specified in a project quote or other agreement.

- **STANDARD:** Services provided during standard business hours are billed at the Standard Rate. EXPEDITED requests are an exception.
- **OVERTIME:** Services provided outside of standard business hours, but not on a holiday. These services are billed at Overtime Rates (1½ times the standard rates).
- **HOLIDAY:** Service provided during an TSN holiday will be billed at Holiday Rates (2 times the standard rates).
- **EXPEDITED:** Service calls can be identified as EXPEDITED calls by CLIENT, if planned service schedule does not satisfy CLIENT. These calls are billed at Expedited Rates (2 times the

Master Service Agreement

standard rates). Specific CLIENT approval is required before a ticket is moved to EXPEDITED status.

RATE CHART. The following chart specifies current hourly billing rates:

	Standard Rate	Overtime Rate	Holiday / Expedited Rate
Technician	\$120	\$180	\$240
Engineer	\$140	\$210	\$280
Senior Engineer	\$165	\$247.50	\$330
Business Consultant / Project Management	\$180	\$270	\$360

