



## MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is made by and between Premier Networkx with offices at 116 Cooper Dr, Augusta, GA 30907 ("us", "our", "we", or "Premier Networkx") and ("Client", "you", or "your") (collectively "the Parties").

### Terms and Conditions

1. **SCOPE OF SERVICES.** This Agreement governs all of the services that we perform for you including but not limited to Technology Support Agreements ("TSAs"), sales of equipment to you, estimates, projects, and any other professional services (collectively, the "Services"). Generally, the Services will be described in a TSA, but may also be described in the form of a lease, bill of sale, estimate, or other document. Where the term TSA is used throughout this Agreement, it shall also include such other documents describing the provision of Services. Once you and we mutually agree to a TSA, (either by signing it or by electronic acceptance), the TSA will become a part of, and governed under, the terms of this Agreement. If there is a material difference or conflict between the language in a TSA and the language in this Agreement, then the language of this Agreement will control, unless the TSA contains a modification of this Agreement, which is in accordance with Section 15 of this Agreement and specifically references this agreement.

#### 2. GENERAL REQUIREMENTS.

a) **System Configuration.** For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by Premier Networkx pursuant to this Agreement. Our fees are based upon the configuration of your System as of the effective date of the applicable TSA. If the System configuration changes, then we may adjust the scope of services and/or the fees charged to you under the applicable TSA to accommodate those changes.

b) **Requirements.** At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a TSA ("Minimum Requirements"), you agree to do so as an ongoing requirement of Premier Networkx providing its Services to you.

c) **Maintenance; Updates.** If patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software and/or hardware devices ("Updates") are to be provided by Premier Networkx under a TSA, Premier Networkx will install the Updates only if Premier Networkx has determined, in its reasonable discretion, that the Updates will be compatible with the particular configuration of the System. Premier Networkx will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.

d) **Active Breach or Virus Infection on your System Discovered during On-Boarding.** If Premier Networkx detects an active breach or serious virus infection on your System during our on-boarding process, the

on-boarding process will be put on-hold, and you will be notified of the condition and our recommendations for resolution. Any remedial work to remove the breach or virus infection will be billed to you at Premier Networkx then-current hourly rate. On-boarding will recommence following clean-up of your System.

e) **Third Party Support.** If, in Premier Networkx discretion, a hardware or software issue requires vendor or original equipment manufacturer ("OEM") support, Premier Networkx may contact the vendor or OEM (as applicable) on your behalf and pass through to you, all fees and costs incurred in that process. If such fees or costs are anticipated in advance, Premier Networkx will obtain your permission before incurring such expenses on your behalf.

f) **Insurance.** Premier Networkx and you will each maintain, at each Party's own expense, all insurance reasonably required in connection with this Agreement or any TSA, including but not limited to, workers' compensation and general liability. If you are supplied with Premier Networkx equipment under a lease agreement, you warrant and represent that you either already have or will acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Premier Networkx shall be listed as an additional insured on any policy acquired and maintained by you hereunder, and the policy shall not be canceled or modified without prior notification to Premier Networkx. Each Party will have the right to request a current Certificate of Insurance at any time from the other.

g) **Advice; Instructions.** From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For illustrative purposes, such advice or directions may include installing cooling mechanisms or environmental controls in a server room, increasing the System's server or hard drive capacity, or replacement of obsolete equipment, etc.). You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. Premier Networkx will not be responsible for any System downtime caused by your failure to promptly follow Premier Networkx advice or directions. If your failure to follow or implement Premier Networkx advice renders part or all of the Services economically or technically unreasonable in Premier Networkx discretion, then Premier Networkx may terminate the applicable Services for cause by providing notice of termination to you. Any services required to correct or remediate issues caused by your failure to follow Premier Networkx advice or directions, as well as any services required to bring the System up to the Minimum Requirements, will be billed to you at Premier Networkx then-current hourly rates.

h) Prioritization. Unless otherwise stated in a TSA, all Services will be performed on a schedule, and in a prioritized basis, as determined by Premier Networkx

i) Designated Contacts). You understand and agree that Premier Networkx will be entitled to rely on any directions or consent provided to Premier Networkx by any of your Designated Contacts, as indicated in an applicable TSA. If no Designated Contact is identified in an applicable TSA, then your Designated Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable TSA. If you desire to change your Designated Contact(s), please notify Premier Networkx of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

j) Acceptable Use Policy. The Client shall use Premier Networkx services only in accordance with applicable law and for lawful purposes. The Client shall not use or permit others to Premier Networkx services (including by transmitting, posting, or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy ("AUP"), the Client agrees to cooperate with Premier Networkx and work promptly to cease the noted activities Premier Networkx reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Client shall be responsible for all authorized uses of services provided by Premier Networkx. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

### 3. FEES; PAYMENT.

a) You agree to pay the fees described in each TSA. If the TSA does not include a fee schedule, you agree to pay Premier Networkx on an hourly basis pursuant to Premier Networkx standard hourly rate schedule then in effect at the time of service. Standard hourly rates are subject to change without prior notice, but no more frequently than annually. We will provide you with an updated hourly rate schedule upon request. All contract fees described in the TSA are subject to a five percent (5%) annual increase to cover increased overhead costs, and such annual increase shall occur automatically on the anniversary of the contract date.

b) Taxes. All amounts due and payable hereunder will be exclusive of applicable charges, fees, levies, imposts, duties, tariffs or other assessments imposed by or payable to any federal, state, local or foreign tax or governmental authority, including without limitation sales, use, goods, services, value added, transfer, customs, personal property, stamp duty, excise, withholding and other obligations of the same or similar nature (individually and collectively "Taxes") based or measured thereon. Client will be responsible for the payment of all such Taxes, excluding Taxes based on Premier Networkx income or Taxes related to Premier Networkx employment of its employees.

c) Schedule. Unless otherwise stated in a TSA, all fees will be due and payable on the last day of the calendar month in advance of the calendar month in which the Services are to be provided to you, without notice or demand. Start-up fees and the first month's service are due and payable with the signing of this Agreement. If applicable, payments made by ACH or by credit card will be deducted from your designated bank account or charged to your credit card on the first business day of the month in which the Services are to be provided. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are expressly stated in the TSA.

d) Processing Fees. Credit cards are subject to a 3% processing fee as determined by Premier Networkx.

e) Nonpayment. Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to a late fee of thirty-five dollars and 00/100 (\$35.00) after the fifteenth day. Premier Networkx reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by Premier Networkx. All disputes related to fees must be received by us within fifteen (15) days after the applicable Service is rendered or the date on which you receive an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you in the event that Premier Networkx suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

4. ACCESS. You hereby grant Premier Networkx the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System for the purpose of enabling Premier Networkx to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for Premier Networkx to provide Services to the System and, if applicable, at your designated premises.

### 5. LIMITATIONS AND EXCLUSIONS OF WARRANTIES AND LIABILITY FOR SERVICES AND THIRD-PARTY PRODUCTS.

a) Unless otherwise stated in a TSA, all hardware, software, peripherals, or accessories purchased through Premier Networkx ("Third Party Products") are nonrefundable once the applicable purchase order is placed in Premier Networkx queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third- Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-party Products.

b) EULAs. Portions of the Services may require you to accept the terms of one or more third party End User License Agreements ("EULAs"). EULAs may contain warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, Premier Networkx is required to comply with a third-party EULA and the third-party EULA is modified or amended, Premier Networkx reserves the right, but not the obligation, to modify or amend any applicable TSA with you to ensure Premier Networkx continued compliance with the terms of the third-party EULA.

**c) WITHOUT LIMITING THE FOREGOING PREMIER NETWORKX NOT BEING THE MANUFACTURER OF THE THIRD PARTY PRODUCTS, NOR MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED REGARDING THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO INCLUDE ANY IMPLIED WARRANTIES AS TO THE FITNESS, DESIGN, OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE MATERIAL, EQUIPMENT, OR WORKMANSHIP IN THE THIRD PARTY PRODUCTS. PREMIER NETWORKX MAKES NO WARRANTY THAT THE THIRD-PARTY PRODUCTS WILL SATISFY THE REQUIREMENTS OF ANY LAW,**

RULE, SPECIFICATION, OR CONTRACT WHICH PROVIDES FOR SPECIFIC EQUIPMENT OR SPECIAL METHODS, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE CLIENT AND PREMIER NETWORKX ARE TO BE BORNE BY THE CLIENT AT ITS SOLE RISK AND EXPENSE AND ALL EQUIPMENT IS PROVIDED "AS IS" "WHERE IS" AND CLIENT ASSUMES ALL RISK ASSOCIATED WITH ITS USE. PREMIER NETWORKX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF SECURITY, LOSS OF PRIVACY, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, OR LOSS OF USE, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON CLIENT'S USE OF THIRD PARTY PRODUCTS.

d) PREMIER NETWORKX PROVIDES ALL SERVICES ON AN AS IS BASIS. IN PROVIDING ITS SERVICES, PREMIER NETWORKX ITS OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF SECURITY, LOSS OF PRIVACY, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, OR LOSS OF USE, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON PREMIER NETWORKX'S SERVICES OR THIRD PARTY SERVICES PROVIDED OR PASSED THROUGH BY PREMIER NETWORKX OR BY ANY OTHER PARTY IN CONJUNCTION WITH PREMIER NETWORKX'S SERVICES, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF EITHER CLIENT OR PREMIER NETWORKX KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

e) PREMIER NETWORKX SHALL NOT BE LIABLE TO

YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE USE OR INABILITY TO USE ITS SERVICES, RELIANCE ON ITS SERVICES OR ON INFORMATION OBTAINED THEREFROM, INTERRUPTIONS OF SERVICE, BREACH, COMPROMISE, UNAUTHORIZED ACCESS TO ANY RECORDS, FILES, DATA, SYSTEMS, OR OTHER ASSETS, VALUABLES AND RESOURCES; ERRORS, DEFECTS, VIRUSES, MALWARE, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE OR BUSINESS FUNCTION. FURTHER, EXCEPT IN THE EVENT OF WILLFUL MISCONDUCT BY PREMIER NETWORKX. PREMIER NETWORKX SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE LOSS OF ANY OF CLIENT'S DATA OR THIRD PARTY DATA, BREACH OF SECURITY OR LOSS OF PRIVACY OF DATA ON CLIENT'S SYSTEMS OR THIRD PARTY SYSTEMS THAT MAY OCCUR ON SYSTEMS INSTALLED, SERVICED, AND/OR MANAGED BY PREMIER NETWORKX OR ANY DIRECT OR INDIRECT DAMAGES RESULTING THEREFROM; THE MALFUNCTION, PERFORMANCE OR COMPROMISE OF ANY SYSTEM, NETWORK OR OTHER RESOURCE RELATED TO OR ASSOCIATED WITH IN ANY CAPACITY OR BY ANY THEORY WITH PREMIER NETWORKX SERVICES, AND ANY CLIENT OR THIRD PARTY DAMAGES, CLAIMS, LOSSES OR EXPENSES RESULTING THEREFROM; ANY PERSONAL INJURY (WHETHER OF A PHYSICAL OR PSYCHOLOGICAL NATURE) OR DEATH OF ANY PERSON, WHETHER ASSOCIATED WITH CLIENT OR OTHERWISE, THAT MAY IN ANY CAPACITY OR BY ANY THEORY BE ASSOCIATED WITH SERVICES PROVIDED BY PREMIER NETWORKX AND ANY CLIENT OR THIRD PARTY DAMAGES, CLAIMS, LOSSES OR EXPENSES RESULTING THEREFROM.

f) If backup and/or disaster recovery services are to be provided under a TSA, then you hereby understand and agree that Premier Networkx will not be responsible for any data lost, corrupted, inaccessible or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), (iii) Premier Networkx failure to backup or secure data from portions of the System that were not expressly designated in the applicable TSA as requiring backup or recovery services, (iv) non- standard equipment configuration, or (v) corruption of data at rest.

g) If Client requests Destruction Services, defined herein as those services including, but not limited to, the physical destruction, erasure, reformatting, or any other mechanical, digital, or other method designed to render data on hardware, software, or in any other format unreadable or irretrievable, Client warrants that any such software, data, devices, or other hardware are the Client's property and that Client is authorized to request Premier Networkx to perform the Destruction Services. Client also expressly warrants that any item for which Client has requested Destruction Services is not the subject of

any known discovery request, subpoena, search warrant or other legal process. Client further warrants that any item for which Destruction Services is requested is free from any contraband, illegal, or classified material. Prior to performing the Destruction Services, Premier Networkx will hold the item for which Destruction Services has been requested in storage for up to thirty (30) days after Premier Networkx takes custody of the item. Client agrees to indemnify and hold harmless Premier Networkx for all claims, losses, or causes of action in accordance with the provisions of Section 7 below in relation to any item for which Destruction Services are requested beginning from the time Premier Networkx takes custody of the item for which Destruction Services has been requested.

## 6. LIMITATION OF LIABILITY.

a) Both Parties agree that it is impossible to guarantee the trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy, specific functionality or performance of any free-standing or integrated system or resource; the reliability, applicability or performance of any technology or technology-related asset; the applicability, outcome or performance of any training or the behavior any human resources; whether procured, provided, installed, managed, supported, administered, trained, and/or supervised by Premier Networkx or in any way associated with Premier Networkx services or otherwise. Therefore, you and we agree to certain further limitations of liability and damages.

b) To the extent not prohibited by applicable law, Premier Networkx's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, is limited to the amount in fact paid by Client hereunder for the two (2) months immediately preceding the event giving rise to such loss, damage, claim, or liability. In no event shall Premier Networkx be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of this Agreement, any accompanying or associated lease, TSA, or other agreement, whether signed concurrently or not, or any other agreement between Client and Premier Networkx that incorporates this Agreement; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, goodwill, reputation, or other economic advantage, however caused, and regardless of the legal theory of liability, even if Premier Networkx and/or Client knew, or should have known of the possibility thereof. Client and Premier Networkx agree that the provisions of Section 5 (Limitations and Exclusions of Warranties and Liability for Services and Third Party Products) and this Section 6 (Limitation of Liability) of this Agreement shall constitute Client's sole and exclusive remedy with respect to (i) Premier Networkx services and any claims or actions arising therefrom, and, (ii) any third party services passed through or provided by Premier Networkx or by any other party in conjunction with Premier Networkx services, and any claims or actions arising therefrom; even if a mediator, arbitrator, or court of competent jurisdiction finds that such sole and exclusive remedy has failed its essential purpose.

7. INDEMNIFICATION. Client agrees to indemnify, defend, and hold harmless Premier Networkx and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Client's use or inability to use of Premier Networkx's services, or use or inability to use by those authorized by Client of Premier Networkx services; (ii) Client's handling, storage, transmission or possession of information, data, messages or other content or assets on Premier Networkx systems or

network, on Client systems or network that are installed, managed or otherwise serviced by Premier Networkx or on third party systems and networks that Premier Networkx uses to provide its services, including but not limited to, claims: (A) for libel, slander, invasion of privacy, identity theft, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents; (C) for security or data breaches of any kind; (D) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media, or any unlawful content; or (E) any causes of action relating to loss, damages, liability whether criminal or civil related to Destruction Services performed by Premier Networkx at the Client's request (iii) Client's or third parties' reliance on Premier Networkx's services or on information obtained therefrom; (iv) Client's breach of any software licensing requirements of third parties; (v) Client's failure to comply with any provision of this Agreement or Premier Networkx's Professional Services Agreement; (vi) Client's failure to obtain permits, licenses, or consents that Client may be required to obtain to enable Premier Networkx to provide its products or services (e.g., landlord permissions, wiring permits, etc.); or (vii) Claims against Premier Networkx by any third-party related to any disclosures by Premier Networkx pursuant to a lawful subpoena, court order, or warrant of third-party data or information located on Client's systems or network that are installed, managed or otherwise serviced by Premier Networkx.

## 8. TERM; TERMINATION.

a) This Agreement will begin as of the latest date of the signatures of the parties below and will continue until terminated as described in this Section (the "Term"). Since this is a master agreement, you may have the option (depending on the circumstances) to terminate individual TSAs without affecting other TSAs that are in progress.

b) Termination Without Cause. Client may terminate this Agreement with ninety (90) days written notice. Client shall continue to pay all required fees under this Agreement. Client will be obligated to pay the agreed to fees for the remaining term of the contract up to the full amount at the discretion of Premier Networkx. In no event will client be entitled to a refund in connection with early termination. In addition to Premier Networkx rights and remedies elsewhere in this Agreement, Premier Networkx may terminate this Agreement with ninety (90) days written notice to Client without penalty. Upon notification of termination of the Agreement, Premier Networkx and Client shall work together in good faith to accomplish a smooth transition and termination of Client's Services.

c) Termination for Cause. In the event that one party (a "Defaulting Party") commits a material breach under a TSA or under this Agreement, the non-Defaulting Party **will** have the right, but not the obligation, to terminate immediately this Agreement or the relevant TSA (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice of breach from the non-Defaulting Party. If Premier Networkx terminates this Agreement or any TSA For Cause, then Premier Networkx shall be entitled to receive, and you hereby agree to pay to Premier Networkx (i) all amounts that would have been paid to Premier Networkx, had this Agreement or TSA (as applicable) remained in effect and had the term not been terminated prematurely, and (ii) all Hard Costs. If you terminate this Agreement or a TSA For Cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the effective date of termination.

d) Client Activity as a Basis for Termination. In the event that any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction or requires remediation by Premier Networkx on three (3) occasions or more ("System Malfunction"), and you fail to remedy,



repair or replace the System Malfunction as directed by Premier Networkx (or you fail to cease the activity causing the System Malfunction, as applicable), then Premier Networkx will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable TSA For Cause or, at Premier Networkx discretion, amend the applicable TSA to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

e) Consent. You and we may mutually consent, in writing, to terminate a TSA or this Agreement at anytime.

f) Equipment that is associated with delivery of Premier Networkx Service. Upon termination of this Agreement for any reason, you will provide Premier Networkx with access, during normal business hours, to your premises or any other locations at which Premier Networkx - owned equipment or software (collectively, "Premier Networkx Equipment") is located to enable Premier Networkx to remove all Premier Networkx Equipment from the premises. If you fail or refuse to grant Premier Networkx access as described herein, or if any of the Premier Networkx Equipment is missing, broken or damaged (except normal wear and tear) or any of Premier Networkx -supplied software is missing, Premier Networkx will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

g) Transition; Deletion of Data. In the event that you request Premier Networkx 's assistance to transition to a new service provider, Premier Networkx will provide such assistance if (i) all fees due and owing to Premier Networkx are paid to Premier Networkx in full prior to Premier Networkx providing its assistance to you. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Unless otherwise expressly stated in a TSA, Premier Networkx will have no obligation to store or maintain any Client data in Premier Networkx possession or control beyond the termination of this Agreement. Premier Networkx will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Premier Networkx 's deletion of your data beyond the termination of this Agreement.

## 9. RESPONSE; REPORTING.

a) Response. Premier Networkx warrants and represents that Premier Networkx will provide the Services and respond to any notification received by Premier Networkx of any error, outage, alarm, or alert pertaining to the System, in the manner and within the time-period (s) designated in an applicable TSA ("Response Time").

b) Scheduled Downtime. Unless otherwise stated in the TSA, for the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by Premier Networkx but which will not occur between the hours of 8 AM and 5:00 PM Eastern Standard Time (EST), Monday through Friday, without your authorization or unless exigent circumstances exist, during which time Premier Networkx will perform scheduled maintenance or adjustments to its network. Premier Networkx will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

b) Client-Side Downtime. Premier Networkx will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime).

## 10. CONFIDENTIALITY.

a) Defined. For the purposes of this Agreement, Confidential Information means any and all non-public information provided to Premier Networkx by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Premier Networkx , (ii) was developed independently by Premier Networkx , or (iii) is or was lawfully and independently provided to Premier Networkx prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) Use. Premier Networkx will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, (ii) as needed to fulfill Premier Networkx obligations under this Agreement; or (iii) as expressly required by lawful subpoena, court order, legal process, depositions, interrogatory, or warrant. If Premier Networkx is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then Premier Networkx will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in Section 10 of this agreement.

c) Due Care. Premier Networkx will exercise the same degree of care with respect to the Confidential Information it receives from you as Premier Networkx normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) Compelled Disclosure. If Premier Networkx is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, Premier Networkx will immediately notify you in writing of such requirement, unless prohibited by law or court order, so that you may seek a protective order or other appropriate remedy and/or waive Premier Networkx compliance with the provisions of Section 10 of this agreement. Premier Networkx will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Premier Networkx may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Premier Networkx has been advised by written opinion of counsel reasonably acceptable to Premier Networkx. Inc that it is legally compelled to disclose.

11. OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any TSA shall be deemed to convey or grant any ownership rights in one party's Intellectual Property to the other party.

## 12. MISCELLANEOUS.

a) Assignment. Neither this Agreement nor any TSA may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the Party provided such assignee expressly assumes the assignor's obligations hereunder.

b) Amendment. No amendment or modification of this Agreement or any TSA will be valid or binding upon the parties unless such amendment or modification is originated in writing by Premier Networkx, specifically refers to this Agreement, and is accepted in writing by one of your Designated Contacts.

c) Time Limitations. The parties mutually agree that any action for any matter arising out of this Agreement or any TSA (except for issues of nonpayment by Client) must be commenced within twelve (12) months after the cause of action accrues or the action is forever barred.

d) Severability. If any provision hereof or any TSA is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any TSA will be valid and enforceable to the fullest extent permitted by applicable law.

e) Other Terms. Premier Networkx will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed TSA or equipment lease. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

g) Entire Agreement. This Agreement, together with any and all TSAs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement, TSA, equipment lease, or other contract will act only to provide illustrations or descriptions of Services to be provided and will not act to modify this Agreement or provide binding contractual language between the parties. Premier Networkx will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

h) Force Majeure. Premier Networkx will not be liable to you for delays or failures to perform Premier Networkx obligations under this Agreement or any TSA because of circumstances beyond Premier Networkx reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

i) Non-Solicitation. You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Premier Networkx employees or subcontractors to discontinue or reduce the scope of their business relationship with Premier Networkx, or recruit, solicit or otherwise influence any employee or

agent of Premier Networkx to discontinue such employment or agency relationship with Premier Networkx. In the event that you violate the terms of the restrictive covenants in this Section 12(i), you acknowledge and agree that the damages to Premier Networkx would be difficult or impracticable to determine, and you agree that in such event, as Premier Networkx sole and exclusive remedy therefore, you will pay Premier Networkx as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus and recruitment fees). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of Premier Networkx employees by you will be deemed to be a material breach of this Agreement, in which event Premier Networkx, Inc shall have the right, but not the obligation, to terminate this Agreement or any then-current TSA immediately For Cause.

j) Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.

k) Governing Law; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Georgia. Any action, suit or proceeding relating to, arising out of, or in connection with this Agreement must be brought by any party hereto against any other party hereto in the appropriate Federal or State Court in Richmond County or Columbia County, Georgia. All parties hereby waive any objection to jurisdiction or venue in any such proceeding before said courts.

l) No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

m) Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

n) Notices; Writing Requirement. Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Premier Networkx regarding (a) any alleged breach of this Agreement by Premier Networkx, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any TSA, must be delivered to Premier Networkx either by U.S. mail or fax, unless such requirement is expressly and specifically waived by Premier Networkx. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

o) No Employment Relationship. Nothing in this Agreement shall be construed to create an employment relationship between the Parties. All services performed by Premier Networkx shall be as those provided by an independent contractor. Likewise, nothing in this Agreement shall be construed to create a partnership or joint venture arrangement between the Parties.

p) Subcontractors. Generally, Premier Networkx does not utilize subcontractors; however, should Premier Networkx elect to subcontract a portion of the Services, Premier Networkx shall guarantee all work

performed by any Premier Networkx -designated subcontractor as if Premier Networkx performed the subcontracted work itself.

q) Attorneys' Fees. If Premier Networkx is required to bring an action to enforce the terms of this Agreement, Premier Networkx shall be entitled to an award of the reasonable attorneys' fees and costs that it incurred at all stages of the action, including without limitation, at trial and appeal.

r) Counterparts. The parties may sign and deliver this Agreement and any TSA in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any TSA)

electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

s) Exclusivity. Client understands that the nature of the Services to be provided by Premier Networkx requires that Premier Networkx be the exclusive provider of such services during the Term of this Agreement and any TSA, unless otherwise agreed to in writing by both parties. Client, therefore, agrees, represents, and warrants that Premier Networkx shall be the exclusive provider of such Services during the Term of this Agreement.