

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“MSA”) is between Imagis, LLC, a New York limited liability company with the primary address of 109 Lawrence Hill Rd. Cold Spring Harbor, NY (“Imagis”), and the customer (“Client” or “you”).

In consideration of the mutual covenants and promises set forth below, Imagis and Client agree as follows:

1. Definitions. The definitions contained in Attachment A shall be applicable to the Agreement.

2. Services and Scope of Work.

(a) *Services.* Client requests and agrees to accept, and Imagis agrees to provide such Services as set forth in one or more applicable proposals, quotes, online orders, or statements of work (each, a “Statement of Work”). Statement(s) of Work will set forth and describe the Services to be performed, any Deliverables to be provided to the Client, products, tools, vendors, subscriptions, a link to the applicable Third Party Product Terms, the applicable rates, fees, expense estimates, payment terms, timetables, and other terms and conditions, as applicable. Unless specifically agreed to in writing in a SOW, the Services shall not include any cybersecurity-related services or efforts from Imagis.

(b) *Additional Services.* Imagis shall not be required to perform any services other than the Services listed on a Statement of Work, or to perform any services for Client’s end users, unless agreed to in a Statement of Work. Upon request by Client, Imagis may agree to provide certain additional services to Client, including remediation services. Unless otherwise agreed by the parties in writing, Client shall pay Imagis for all such additional service on a time and material basis at Imagis’s then-current rates.

(c) *Right to Modify Terms and Policies contained on the Imagis Website.* Imagis reserves the right to change its terms and policies contained on its website at any time, at its sole discretion. If Imagis makes any changes, it will notify the Client Primary Contact at the email address provided by Client, and it will post any such changes on its website. Client is responsible for reviewing any such amendments. If Client disagrees with the new terms, it has the right to dispute the terms by giving a written notice to Imagis within 30 days of the email notification. Client’s continuous use of Services for more than 30 days after the email notification constitutes acceptance of any such modified terms.

(d) *Service Level Agreement.* Services under this Agreement are governed by Imagis Service Level Agreement (“SLA”). Client acknowledges that the service level credits applicable to each Service as set forth in the SLA are its exclusive remedy in the event of Service interruption and that Imagis does not provide refunds of any kind.

(e) *Conflicting Terms.* If there is a conflict between the terms of the MSA, the SLA (if applicable), any Statement of Work, or other applicable terms, the documents shall govern in the following order: the Statement of Work, the Third Party Product Terms, the SLA, the MSA, and the other applicable terms and policies. In the event of a conflict between the provisions of the Agreement and any information or representation contained in the marketing materials, website, brochures, or oral representations, the provisions of the Agreement shall control.

3. Fees & Payment; Billing, Expenses, and Taxes.

(a) *Fees.* Client shall pay Imagis for the performance of the Services in the amounts and in accordance with the fees and/or rate schedule specified in the applicable Statement of Work (“Fees”).

(b) *Fee Increases.* Imagis may increase the Fees upon at least a 30-day advance written notice.

(c) *Invoices.* Imagis shall issue invoices to Client on a monthly basis, unless otherwise specified in the applicable Statement of Work. Invoices shall include a reasonably detailed description of the Services performed or to be performed, as well as any licenses granted, any Deliverables completed, and the fees related thereto.

(d) *Payment.* Unless otherwise specified in the applicable Statement of Work, Client is obligated to pay invoices on the first day of each month, in advance of the Services. Client is obligated to make First Payment in full before the Start Date of Services. If Client has arranged for payment by credit card or automated clearing house, Imagis is authorized to charge Client’s card or account on or after the invoice date. All amounts payable by Client under this Agreement shall be paid to Imagis without setoff or counterclaim, and without any deduction or withholding. Imagis’s acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Imagis’s right to unpaid amounts.

(e) *Late Payment.* Late payments shall be subject to interest on the unpaid invoice amount(s) until the date payment is received, at the rate of 1.5% per month. In addition and without prejudice to any other right or remedy, if Client fails to timely make any payment of Fees, Imagis may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Services, including any licenses, (ii) withhold access and/or documentation, or (iii) withhold the transfer to Client of any Deliverables. Anything in this Agreement to the contrary notwithstanding, Imagis may terminate the Agreement and/or the applicable Statement(s) of Work immediately if payment of any invoiced undisputed amount remains overdue for more than 30 days. Client shall be liable for all costs and expenses arising out of Imagis’s collection efforts on any invoiced undisputed amount, including reasonable attorney’s fees. Should any portion of an invoice be disputed, Client agrees to deposit disputed funds into an interest bearing escrow account to be held there until the parties come to an agreement or dispute is resolved through other means. The cost of such escrow service will be solely borne by the Client. Invoices that are not disputed within 10 business days of the invoice date are conclusively deemed to be accepted as accurate by Client.

(f) *Expenses.* Client agrees to reimburse Imagis for the actual out-of-pocket expenses incurred by Imagis in the performance of the Services, provided that for all individual expenses: (i) Client shall have given its prior consent for any such expenses; and (ii) the expenses have been detailed on a form acceptable to Client and submitted to the appropriate Client contact for review and approval.

(g) *Taxes.* Client agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of Services, if any, or, in lieu thereof, Client shall provide Imagis with a certificate acceptable to the taxing authorities exempting Client from payment of these taxes. Except to the extent otherwise provided in this Section, each party agrees to be responsible for its own taxes applicable under all laws, including taxes based on a party’s income, unemployment, social security and other payroll and

wage taxes.

4. Term and Termination.

(a) *Effective Date and Start Date of Services.* This Agreement shall commence on the date this Agreement is signed by both parties. For purposes of this Agreement, “signed” includes any electronic signature(s) of, or any other or similar evidence of electronic offer and/or acceptance by, Imagis and Client. Imagis shall commence Services on the Start Date of Services, provided Imagis received the First Payment in full from the Client.

(b) *Term.* This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of three (3) years or other term as set forth in the applicable Statement of Work (“Initial Term”). Thereafter, this Agreement will automatically renew for successive three-year terms (“Renewal Term”) unless and until terminated in accordance with the provisions of this MSA, or unless either party provides written notice of its intention not to renew the Agreement at least 90 days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the “Term” of this Agreement. Client shall continue to be responsible for payment to Imagis for the Services through the end of the Term.

(c) *Termination of Recurring Services.* For Recurring Services, Client may terminate all or part of any Statement of Work at any time upon at least a 90-day advance written notice.

(d) *Termination for Cause.* Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party’s written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which the other party reasonably believes means that it might become unable to pay its debts generally as they become due.

(e) *Effect of Termination.* Upon expiration or termination of this Agreement for any reason, Client shall promptly: (i) deliver to Imagis, or destroy upon Imagis’s request, all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information or Trade Secrets of Imagis; (ii) permanently erase all of the Imagis’s Confidential Information and Trade Secrets from Client’s computer systems; (iii) make all payments due to Imagis, and (iv) certify in writing to Imagis that Client has complied with the requirements of this Section. Termination of this MSA will not terminate Statement(s) of Work signed hereunder prior to the termination date, or the obligation of Client to pay invoices for such Services. If the Agreement is terminated for any reason other than Imagis’s material breach, Client shall pay Imagis any unpaid non-recurring fee in accordance with the applicable Statement(s) of Work. All fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable Statement of Work.

(f) *Survival.* The terms and conditions of this Section and any other section reasonably expected to survive termination or expiration of the Agreement shall survive the expiration or termination of this Agreement.

5. Client’s Obligations. Client acknowledges, understands and agrees that in addition to Client’s responsibilities under the SLA, the following responsibilities are required of the Client in order for

Imagis to deliver the Services and to meet the agreed upon SLAs:

(a) Client is responsible for ensuring the integrity and security of Client Data, and for regularly backing up and validating the integrity of backups of Client Data on an environment separate from the Client Configuration. Imagis shall only back up data to the extent stated on a Statement of Work and agreed upon in writing in a Backup Policy.

(b) Client shall cooperate with Imagis's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. Client is responsible for keeping its account permissions, billing, and other account information up to date. Client is responsible for determining the suitability of the Services and Client's compliance with any applicable laws, including export laws and data privacy laws.

(c) For Services where Imagis's access to the Client Configuration is necessary to perform the Services and/or to calculate any utility Fees based on usage of the Client Configuration, Client shall grant Imagis a reasonable method to access the Client Configuration.

6. Security and Data Protection.

(a) Imagis shall provide the Services in accordance with the Security and Privacy Policy and any additional security specifications identified in the Statement of Work or Third Party Product Terms as applicable to Imagis. Imagis is not obligated to comply with any policies and procedures that are not included in the Imagis Security and Privacy Policy, the applicable Statement(s) of Work or the applicable Third Party Product Terms. Client shall use reasonable security measures and precautions in connection with its use of the Services, including appropriately securing and encrypting in transit and at rest Sensitive Data stored on or transmitted using the Client Configuration; and shall take appropriate measures to otherwise prevent access to Sensitive Data by Imagis where Imagis's access to the premises, systems or networks managed or operated by Client may result in its exposure. Client Data is, and at all times shall remain, Client's exclusive property. Imagis shall not use or disclose Client Data except as materially required to perform the Services or as required by law.

(b) Client acknowledges, understands and agrees to Imagis's processing any Client Data under its Security and Privacy Policy.

7. Confidential Information and Trade Secrets.

(a) All Confidential Information and Trade Secrets disclosed or transferred by either party (the "disclosing party") to the other (the "receiving party") shall remain the property of the disclosing party.

(b) Each party shall keep in confidence all Confidential Information and Trade Secrets of the other party obtained prior to or during the Term of this Agreement, and shall protect the confidentiality of such information in a manner consistent with the manner in which such party treats its own confidential material, but in no event with less than reasonable care.

(c) Each party agrees not to use the other party's Confidential Information and Trade Secrets

except to satisfy its obligations or to exercise its legal rights under the Agreement; and shall use reasonable care to protect the other party's Confidential Information and Trade Secrets from unauthorized disclosure.

(d) Each party agrees not to disclose the other party's Confidential Information and Trade Secrets to any third party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this MSA; (ii) as required by law; (iii) in response to a subpoena or court order or other compulsory legal process, provided that the party subject to such process shall give the other party written notice of at least seven days prior to disclosing Confidential Information or Trade Secrets unless the law forbids such notice; or (iv) with the other party's consent.

(e) To the extent that either party transmits or receives Sensitive Data under this Agreement, such party shall comply with all applicable laws, rules, and regulations regarding privacy and the lawful processing of ePHI and other Sensitive Data.

(f) The receiving party acknowledges that the Confidential Information and Trade Secrets constitute a unique and valuable asset of the disclosing party, and that any disclosure or use of the Confidential Information and Trade Secrets except as expressly permitted herein may cause the disclosing party irreparable harm. The disclosing party further acknowledges that it would not have an adequate remedy at law in the event of an actual or threatened violation or breach of the covenants contained in this Section. Accordingly, in the event of any actual or threatened violation or breach of the covenants contained in this Section, the disclosing party shall (in addition to any other remedies available) be entitled to seek temporary and/or permanent injunctive relief to enforce such covenants, without the posting of any bond, and such relief may be granted without the necessity of proving actual damages. In the event such relief is granted to the disclosing party, the receiving party shall reimburse the disclosing party for its reasonable attorney's fees and costs in obtaining such relief.

(g) This covenant of confidentiality shall survive the termination of this Agreement for a period of three (3) years with respect to the Confidential Information; and with respect to the Trade Secrets shall survive the termination of this Agreement and continue for so long as such information remains a trade secret.

8. Intellectual Property.

(a) *Pre-Existing IP.* Each party shall retain exclusive ownership of Intellectual Property created, authored, or invented by it prior to the commencement of the Services ("Pre-Existing IP").

(b) *Client IP.* If Client provides Imagis with its Pre-Existing IP ("Client IP"), Client hereby grants to Imagis, during the term of the applicable Statement of Work, a limited, worldwide, non-exclusive, non-transferable, royalty-free, right and license (with right to sub-license where required to perform the Services) to use the Client IP solely for the purpose of providing the Services. Client represents and warrants that Client has all rights in the Client IP necessary to grant this license, and that Imagis's use of Client IP shall not infringe on the Intellectual Property Rights of any third party.

(c) *Proprietary Rights; Deliverables.* Unless otherwise specifically stated in the applicable

Statement of Work, and excluding any Client IP, as between the parties, Imagis shall own all Intellectual Property created in providing the Services or contained in the Deliverables. Imagis's Intellectual Property cannot be shared, resold, transferred, distributed, provided access to by third parties, or otherwise conveyed, unless otherwise stated in the Statement of Work. Neither party may: (i) assign, grant, or transfer any interest in the other party's IP to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the other party's IP; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the other party's IP; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement.

(d) *Imagis Provided IP.* Subject to Client's compliance with the terms of the Agreement, Imagis grants to Client a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license (without the right to sublicense) to use:

(i) Any Intellectual Property provided by Imagis to Client as part of the Services (excluding any Third Party Tools and Open Source Software and Deliverables) solely for Client's internal use and as necessary for Client to enjoy the benefit of the Services during the term of the applicable Statement of Work; and

(ii) Any Intellectual Property provided by Imagis to Client as part of the Deliverables (excluding any Third Party Tools and Open Source Software) solely for Client's internal use in perpetuity.

(e) *Open Source.* In the event Imagis distributes or otherwise provides for Client's use any Open Source Software as part of the Services and/or Deliverables then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between this MSA and the terms of the applicable open source license, the open source license shall control.

(f) *Third Party Tools.* Imagis may provide Third Party Tools for Client's use as part of the Services and/or Deliverables or to assist the delivery of the Services. Client authorizes Imagis to sign up on behalf of the Client for the necessary Third Party Tools for Client's use and agrees to be bound by the Third Party Product Terms as applicable to the Client. Unless otherwise permitted by the terms of the applicable license, Client may not: (i) assign, grant, or transfer any interest in the Third Party Tools to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the Third Party Tools; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Tools; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement. Client may only use Third Party Tools provided for its use as part of the Services (identified on the Statement of Work) on the Client Configuration, on which it was originally installed, subject to any additional restrictions identified in the Third Party Product Terms or Statement of Work. Client shall not be permitted to access any Third Party Tools which Imagis installs solely to assist Imagis's delivery of the Services. Upon termination of the Statement of Work, Client shall permit removal of any Third Party Tools installed by Imagis or its representatives on the Client's Configuration. Imagis makes no representation or warranty regarding Third Party Tools except that Imagis has the right to use or provide the Third Party Tools.

(g) *Client Provided Licenses.* If Client uses any non-Imagis provided software on the Client Configuration, Client represents and warrants to Imagis that Client has the legal right to use the software. If Imagis has agreed to install, patch, or otherwise manage software in reliance on Client's license with a

vendor then Client represents and warrants that it has a written license agreement with the vendor that permits Imagis to perform these activities. Imagis's obligation to install, patch, or otherwise manage Client provided software is strictly contingent on Client maintaining original software vendor support or similar authorized support that provides a services request escalation path, access to patching, and software upgrades, as applicable. On Imagis's request, Client shall certify in writing that Client is in compliance with the requirements of this Section and any other software license restrictions that are part of the Agreement, and shall provide evidence of Client's compliance as Imagis may reasonably request. If Client fails to provide the required evidence of licensing to Imagis, and continues to use the software, Imagis may: (i) charge Client its standard fee for the use of the software in reliance on Imagis's licensing agreement with the vendor until such time as the required evidence is provided, or (ii) suspend or terminate the applicable Services.

(h) *Infringement.* If the delivery of the Services or provision of Deliverables infringes the Intellectual Property of a third party and Imagis determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Deliverables such that they do not infringe, then Imagis may terminate the infringing Services and/or Deliverables on 90 days' notice and shall not have any liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of the Services and/or Deliverables deemed infringing).

(i) *Work for Hire Deliverables.* To the extent the Statement of Work expressly provides for certain Deliverables to be deemed "work for hire", this Section applies. Subject to Client's compliance with the Agreement (including Client's payment obligations hereunder), Imagis and Client hereby acknowledge and agree that all of the Work for Hire Deliverables so designated in the applicable Statement of Work will be deemed a commissioned "work for hire" owned by Client. To the extent that the Work for Hire Deliverables contain Imagis's Pre-Existing IP, and such Pre-Existing IP is necessarily required for the proper functioning of the Deliverables (such that the Deliverables will not function without the Imagis's Pre-Existing IP), upon payment in full of all fees for the work performed under a Statement of Work, Imagis grants Client a perpetual, non-exclusive, worldwide, transferable, royalty-free license to use such Imagis's Pre-Existing IP solely for these Deliverables.

9. Non-Solicitation

(a) Each party agrees not to, directly or indirectly, employ, engage or solicit the employment or engagement of, for or on behalf of itself or any third party, any personnel or subcontractors of the other party during the term of any Statement of Work and for a period of twelve (12) consecutive months thereafter.

(b) Each party being restricted under this Section (the "restricted party") understand that the covenants contained in this Section are essential elements of the transaction contemplated by this Agreement and, but for the agreement of the restricted party to this Section, the other party (the "restricting party") would not have agreed to enter into such transaction. The restricted party further agrees and acknowledges that this Agreement (i) is reasonable as to length of time, scope and geographic area for purposes of protecting the commercial advantages enjoyed by the restricting party, (ii) will not interfere with the restricted party's ability to pursue a proper livelihood in the event of termination of this Agreement, (3) does not impose a greater restraint than is necessary to protect the goodwill or business interests of the restricting party and (4) is adequately paid for in the consideration and/or benefits derived by the restricted party under this Agreement.

(c) Each party further acknowledges that the other party would not have an adequate remedy at law in the event of an actual or threatened violation or breach of the covenants contained in this Section. Accordingly, in the event of any actual or threatened violation or breach of the covenants contained in this Section, the restricting party shall (in addition to any other remedies available) be entitled to seek temporary and/or permanent injunctive relief to enforce such covenants, without the posting of any bond, and such relief may be granted without the necessity of proving actual damages. In the event such relief is granted to the restricting party, the restricted party shall reimburse the restricting party for its reasonable attorney's fees and costs in obtaining such relief.

10. Representations, Warranties, and Disclaimers.

(a) Imagis represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each Statement of Work, as applicable. The Client represents and warrants that it has all right, title and authority necessary to engage Imagis to perform Services for itself and/or for Client's end users, as applicable.

(b) Client represents and warrants that each Client Primary Contact is authorized to provide, modify and approve, on Client's behalf, work directions, and sign, modify or terminate Statement(s) of Work. Client understands and agrees that Imagis shall be permitted to act upon the directions and apparent authority of each Client Primary Contact, unless and until Imagis receives written notice from Client that a Primary Contact is no longer authorized to act on Client's behalf, or that such Primary Contact's authority is limited.

(c) Imagis may select and provide Third Party Tools as part of the Services. All such Third Party Tools shall be provided to Client "as is". Imagis shall use reasonable efforts to assign all warranties (if any) for the Third Party Tools to Client, but will have no liability whatsoever for such third party products. All Third Party Tools are provided WITHOUT ANY WARRANTY WHATSOEVER as between Imagis and Client, and Imagis shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Tools. Imagis can change Third Party Tools, or change their providers, at any time, without notice.

(d) Except as expressly provided herein, Imagis makes no representation or warranty whatsoever regarding Open Source Software.

(e) Imagis assumes no liability for failure of equipment or software or any losses resulting from such failure. Imagis does not guarantee that any information, software, Deliverables, Service, or any downloaded material will be uninterrupted, error-free, omission-free or free of viruses, malware, spyware or other harmful components. If any service performed by Imagis results in damage to Client's systems or equipment, Imagis's liability will be limited solely to the cost to repair or replace (at Imagis's sole and absolute discretion) the damaged systems or equipment. No obligations or liability shall arise out of Imagis's rendering of technical or other advice in connection with Services rendered hereunder. In the event the Services involve transitioning from Client's previous service provider, no obligation or liability shall arise from such transitions, and Imagis will not be responsible or liable until Imagis is the sole provider of, and is in full control of providing, the Services. Imagis will not be responsible for lost or damaged data in the event that same is not backed up on a regular basis by Client or in the event such loss or damage is caused by hardware and/or software failures. In the event the Services involve data backup systems, Imagis will not be responsible or liable for (i) any issues arising during the time period in which Imagis is diagnosing or repairing Client's data backup systems, or (ii) any issues arising from the implementation or modification of

any data backup system, until the system's data backups are fully complete. Client will indemnify and hold Imagis harmless from all damages, expenses (including reasonable attorney's fees) and other costs or liabilities resulting from any such liability for lost or destroyed data. Client will indemnify, defend and hold Imagis harmless from all damages, expenses (including reasonable attorney's fees) and other costs or liabilities resulting from any acts and omissions of Client's end users, if any.

(f) *Limited Warranty.* Imagis warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the industry, and that, if applicable, a Deliverable will conform to the specifications for same as mutually agreed to in writing by the parties, for a period of thirty (30) days from completion of the Services under the applicable Statement of Work. If during such period Client notifies Imagis of any breach of the foregoing warranty, Imagis shall use commercially reasonable efforts to re-perform any non-conforming portion of the Services within a reasonable period of time, or to modify the Deliverable or provide a workaround in order to correct the problem (at Imagis's sole and absolute discretion). The limited remedy set forth in this Section shall be Client's sole and exclusive remedy for any breach of the foregoing warranty. This warranty will not apply to the extent Client, its contractors or agents have modified any Deliverable, unless otherwise authorized by Imagis in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS.

(g) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING PARTY'S REPRESENTATIVES) MAKES ANY WARRANTIES TO THE OTHER PARTY, AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

(h) Imagis makes no representations or commitment to bring Client into compliance with any law, rule, regulation or requirement. Solutions offered by Imagis as part of the Services are not a comprehensive compliance solution. While Service may aid the Client's efforts to achieve regulatory compliance, it is Client's responsibility to ensure compliance with any law, rule, regulation or requirement.

(i) Imagis makes no commitment to provide any services other than the Services stated in the Statement of Work. Imagis is not responsible to Client or any third party for unauthorized access to Client Data or for unauthorized use of the Services that is not solely caused by Imagis's failure to meet its obligations under its Security and Privacy Policy and any additional security specifications identified in the Statement of Work or Third Party Product Terms. To the maximum extent permitted by law, Imagis disclaims all responsibility for any situation where the security, availability, or stability of the Services is compromised by: (i) actions of Client or any end user; (ii) software provided by Client; or (iii) any actions taken by Imagis which are requested by Client and not based on the advice or recommendation of Imagis. Imagis shall not be liable for any failure to comply with its obligations under the Agreement to the extent that such failure arises from a failure of Client to comply with its obligations under the Agreement.

(j) Imagis may designate certain Services as "best efforts", "non-standard", or with like designation in the Statement of Work ("Unsupported Services"). Imagis makes no representation or warranty with respect to Unsupported Services except that it shall use reasonable efforts as may be expected of technicians having generalized knowledge and training in information technology systems. Imagis shall not be liable to Client for any loss or damage arising from the provision of Unsupported

Services.

(k) At Client's request, Imagis may provide services that are not required by the Agreement. Any such services shall be provided "as is" with no warranty whatsoever.

11. Indemnification.

(a) Each party (the "indemnifying party") agrees to indemnify, defend, save and hold harmless the other party (the "indemnified party"), its offices, agents and employees, from all damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

(b) If Imagis, its affiliates, or any of their respective Representative (collectively, the "Indemnitees") are faced with a claim by a third party arising out of: Client's alleged breach of a third party agreement, end user agreement, security obligation or Section 8(f), then Client shall indemnify, defend, save and hold the Indemnitees harmless from and against any such claim (including liabilities, actions, judgments, costs and expenses, and reasonable attorneys' fees), and any damages, losses, fine, or other penalty that is imposed on or incurred by the Indemnitees as a result of such claim. Client's obligations under this Section include claims arising out of the acts or omissions of Client's employees, agents, end users, any other person to whom Client has given access to the Client Configuration, and any person who gains access to the Client Configuration as a result of Client's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Client.

(c) If Imagis received notice of a claim that is covered by Section 11(b), Imagis shall give Client prompt written notice thereof. Imagis shall be allowed to conduct the defense of the matter, including choosing legal counsel to defend the claim, provided that the choice is reasonable and is communicated to Client. Client shall comply with Imagis's reasonable requests for assistance and cooperation in the defense of the claim. Imagis may not settle the claim without Client's consent, which may not be unreasonably withheld, delayed or conditioned. Client shall pay costs and expenses due under this Section as Imagis incurs them.

12. Cybersecurity.

(a) *Generally.* The parties acknowledge and agree that: (i) cybersecurity attacks and issues are becoming increasingly sophisticated and complex; (ii) no transmission over the Internet, or other method of electronic communication or storage, is 100% secure; and (iii) the effectiveness of any cybersecurity-related services offered by Imagis are contingent upon Client and Client's agents and employees implementing and adhering to Client's own administrative, technical, and physical safeguards. Accordingly, the parties expressly agree that: (1) Imagis does not guarantee the safety or security of Client's information or systems; (2) Imagis expressly disclaims any definitive promise or representation as to any level of security; (3) Imagis is not liable or responsible for the actions or inactions of Client's employees and agents related to Client's equipment; and (4) nothing in this MSA or Agreement obligates Imagis to design, advise on, implement, or update any of Client's administrative, technical, or physical safeguards, unless specifically agreed to in writing by Imagis.

(b) *LIABILITY DISCLAIMER.* WITH THE SOLE EXCEPTION OF THE GROSS NEGLIGENCE OR WILLFUL

MISCONDUCT OF IMAGIS, THE PARTIES AGREE THAT IMAGIS SHALL NOT BE LIABLE TO CLIENT FOR ANY CYBER LIABILITY ISSUE.

(c) *Cyber Insurance*. Client represents that it currently has and shall continue to maintain, at its own expense, first party cyber liability insurance covering cyber and network risks. Such insurance shall include, but not be limited to, coverage for: (i) liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electronic form; and (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs stored thereon. Such insurance is and shall be maintained by Client with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as cyber insurance coverage provided as part of any professional liability insurance policy. The parties acknowledge and agree that Imagis, in entering into this Agreement, is relying on Client making the above representations concerning Client's cyber insurance.

13. Each party shall maintain, at its own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including, but not limited to, (i) workers compensation insurance in amounts no less than the amounts required by law; and (ii) commercial general liability insurance, with minimum limits of not less than \$1,000,000 per occurrence (including personal injury, property damage and bodily injury).

14. Limitation of Liability.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Each party's aggregate liability to the other for damages with respect to any and all claims concerning the Deliverables or any other matter covered by this Agreement, regardless of the form of action, shall be limited to the amount of the aggrieved party's actual direct damages not to exceed the amount paid by Client to Imagis under an applicable Statement of Work in the three (3) month period immediately preceding the first event giving rise to such liability. The limitations in this Section 14(b) shall not apply with respect to: (i) the liability for amounts due from Client for non-payment of fees to Imagis and interest due on such amounts; (ii) the liability for the costs of hardware or software, if any, provided to Client under this Agreement; (iii) the liability of either party for any breach of its confidentiality obligations and non-solicitation obligations contained in this Agreement; or (iv) the liability of either party for infringement or misappropriation of the other party's intellectual property rights.

15. General.

(a) Some terms are incorporated into the Agreement by reference to pages on the Imagis website and Imagis may revise those terms from time to time (including the MSA). Such revisions shall

only be effective and supersede and form part of the Agreement as of the time: (i) Client enters into a new MSA or Statement of Work referencing the revised terms, or (ii) an MSA or Statement of Work automatically renews pursuant to the Agreement or the parties enter into an agreement for a Renewal Term in which case Client acknowledges that Client has reviewed and accepted the then-current version of the terms as of the date of the renewal.

(b) *Assignment.* Except as otherwise stated in the Statement of Work, neither party shall be entitled to assign this MSA or any separate Statement of Work, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld. Any assignment in contravention of this Section shall be null and void. Subject to the foregoing, this MSA and each Statement of Work, as applicable, shall be binding upon the parties' respective successors and permitted assigns.

(c) *Dispute Resolution.* If any invoice or its portion is disputed by Client, and the parties are unable to resolve a dispute within a period of 30 days following receipt by Imagis of a timely dispute notice, then the parties shall mutually select and engage an independent certified public accountant (the "Accountant"), who shall resolve such dispute and issue a written report thereon. To the extent applicable, the Accountant shall resolve the differences using generally accepted auditing standards and the accounting practices consistently applied by Imagis. Imagis shall provide the Accountant with all information and allow the Accountant access to all records that the Accountant may reasonably request. The Accountant's report shall be conclusive and binding on the parties. If such report shows that Client overpaid the fees for the relevant Services, then Imagis shall pay the amount of the overpayment without interest to Client within ten (10) days after receiving the Accountant's report. If such report shows that Client underpaid such fees, then Client shall pay the amount of the underpayment without interest to Imagis within ten (10) days after receiving the Accountant's report. Prior to its engagement, the Accountant shall execute and deliver a confidentiality and nondisclosure agreement containing provisions reasonably requested by Imagis. The parties shall share evenly the costs and expenses of the Accountant unless Client underpaid the amount of the fees in dispute by more than five percent (5%), in which event Client shall pay all of the costs and expenses of the Accountant.

(d) *Law and Jurisdiction; Waiver of Trial by Jury.* This Agreement was entered into in New York, New York, and shall be governed by, and construed according to, the laws of the State of New York, without regard to conflicts of laws principles. Except as otherwise stated in Section 15(c) of this MSA, each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in the County of New York, State of New York, and waives any objection (on the ground of lack of jurisdiction or *forum non conveniens*, or otherwise) to the exercise of such jurisdiction. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(e) *Notices.* Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally; (ii) upon receipt or refusal of delivery, when sent via a commercial courier that provides proof of delivery, fees prepaid, or (iii) via electronic delivery, receipt of which has been confirmed by electronic mail from the receiving party. All communications shall be addressed to the parties at their addresses as set forth in the Statement of Work, unless such party has given notice to the other party in accordance with this Section of a change of address.

(f) *Force Majeure.* Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Client's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including, but not limited to, significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, fire, explosions, physical access limitations, acts or orders of government, war, riot, insurrection, epidemic, strikes or labor action, or terrorism. The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the *Force Majeure* event and of the termination of such event.

(g) *Severability.* If any part of this Agreement is found illegal or unenforceable, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall continue in full force and effect.

(h) *Entire Agreement; Modification and Waiver.* This MSA, together with each separate Statement of Work issued in connection therewith and other terms incorporated into the Agreement by reference to pages on the Imagis website, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. Unless otherwise expressly permitted in the Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by both parties, or by an exchange of correspondence (including via the Imagis ticketing system or direct email) that includes the express consent of an authorized individual for both parties.

(i) *No Third Party Beneficiaries.* This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

(j) *Headings.* The headings in this Agreement are for convenience of reference only and have no legal effect.

(k) *Survival.* The terms and conditions of any section reasonably expected to survive termination or expiration of the Agreement, including but not limited to the following sections: Confidential Information and Trade Secrets, Intellectual Property, Non-Solicitation, Indemnification, Limitation of Liability, and General, shall survive the expiration or termination of this Agreement.

(l) *OFAC.* Each party represents and warrants that that party, and all owners, beneficial owners, shareholders, directors, officers, members, managers, and/or principals of that party, are currently (a) not listed on, and shall not during the Term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and/or on any other similar list, (b) not a person or entity with whom a U.S. person is prohibited from conducting business, and (c) is not owned or controlled by, nor acts on behalf of, any person on the Specially Designated Nationals and Blocked Persons List. Each party will notify the other party in writing immediately upon its discovery of any event which would render the foregoing representations and warranties of this paragraph incorrect or becomes incorrect. A copy of the OFAC Lists may be viewed at <http://www.treasury.gov/ofac>.

SCHEDULE A

DEFINITIONS

Agreement means, collectively, the MSA and any applicable Statement(s) of Work, Third Party Product Terms, the Service Level Agreement, and other referenced terms and policies contained on Imagis website.

Backup Policy means the agreed upon Backup Policy executed by the Client.

Client Configuration means Client's information technology system, including hardware, software and/or other information technology components, which is the subject of the Services or to which the Services relate.

Client Data means all data which Client receives, stores, or transmits on or using a Client Configuration.

Confidential Information means non-public information disclosed by one party to the other in any form that is designated as "Confidential", or that a reasonable person knows or reasonably should understand to be confidential, including either party's products, hardware, software, network, costs and pricing, customer data, marketing and promotions, finances, systems, know-how, internal organizational structure, relations with third parties, security controls, the proposed terms of the Statement(s) of Work, the negotiated terms of the Agreement, rates, and Sensitive Data; provided it is not independently developed by the other party without reference to the other party's Confidential Information, or otherwise known to the other party on a non-confidential basis prior to disclosure.

Cyber Liability Issue means any liability arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind, including, but not limited to, technology errors and omissions, information security and privacy, ransomware attacks, privacy notification cost, penalties for regulatory defense or penalties, website media content, improper or inadequate storage or security of personal or confidential information, unauthorized access to computer systems containing confidential information, or transmission or failure to prevent transmission of a computer virus or other damaging material.

Deliverable means tangible and intangible materials described in the Statement of Work and provided to the client pursuant to the Agreement.

Electronic Protected Health Information (ePHI) means protected health information (PHI) that is produced, saved, transferred or received in an electronic form.

First Payment means the agreed upon monthly payment for Recurring Services, or the agreed upon first installment payment for Non-Recurring Services that is due before the Start Date of Services.

Intellectual Property (IP) means patents, copyrights, trademarks, trade secrets, data, software, scripts, automation, workflows, tools, or other proprietary intellectual property rights.

Non-Recurring Services means all Services other than Recurring Services.

Open Source Software means any open source software including Linux, OpenStack, and software licensed under the Apache, GPL, MIT, or other open source licenses.

Primary Contact means a person signing the Agreement on behalf of a respective party, or other person(s) designated by a party in writing as a “Primary Contact.”

Protected Health Information (PHI) means protected health information (PHI), as such term is defined in any applicable laws and regulations, specifically, but not limited to, HIPAA.

Recurring Services means Services provided on an ongoing basis and Services identified as Recurring in the Statement of Work.

Representative means employees, officers, directors, contractors, agents, and affiliates of a respective party.

Security and Privacy Policy means Imagis’ Privacy Notice found at <https://imagisinnovations.com/privacy-policy/>.

Sensitive Data means any: (i) Electronic Protected Health Information (ePHI); (ii) personally identifiable information, information that is referred to as personal data, private information, information that by itself or combined with other information can be used to identify a person; (iii) financial records; and (iv) other sensitive or regulated information.

Services means services identified in a specific Statement of Work, which might include without limitation hosted, cloud and managed computer services and advice, as well as licenses for software, hardware, support and maintenance services, and/or subscription services.

Service Level Agreement (SLA) means the agreed upon Service Level Agreement executed by the Client.

Start Date of Services means the date set forth in the Statement of Work for the commencement of Services.

Third Party Tools means third party products, including hardware, software, peripherals and accessories, applications or services used in connection with the Services, including Microsoft products and licenses.

Third Party Product Terms means Third Party Tools’ product-specific terms and conditions.

Trade Secret means any information, including technical and non-technical data, a formula, pattern, compilation, program, device, method, technic, service delivery process, pricing or a list of actual or potential clients or leads of the other party or such party’s clients, which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.