

This Master Services Agreement ("MSA") is effective as of the date of execution by the last Party indicated on the signature page below ("Effective Date") and is between MIS Sciences Corporation ("MIS"), a California corporation with an address of 2550 N Hollywood Way, Suite 404, Burbank, CA 91505-5046 and Client ("Client"), as indicated on the signature page. MIS and Client are referred to in this MSA individually as a "Party" and collectively as the "Parties."

Client desires to obtain from MIS, and MIS desires to provide to Client, certain IT infrastructure and/or FedRAMP Authorized GovPoint Cloud Services® as more particularly described in this MSA and identified on one or more SOW's and Quotes. Each Party acknowledges the receipt and sufficiency of adequate consideration as further detailed in this MSA.

## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS.**

**"Affiliate"** means any Person that a Party controls, that controls a Party, or that is under common control with a Party. For purposes of this definition, "control" shall mean beneficial ownership, whether directly or indirectly, of the securities entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, of the election of the corresponding management authority) in the entity of (i) more than 50% of the securities or (ii) such lesser percentage of securities as is the maximum ownership permitted in the country where the entity exists.

**"Agreement"** means this MSA, including its Appendices, and any SOW, Task Order, and Quote signed between the parties.

**"ATO"** means Authority to Operate

**"Audit"** means a security audit performed by Client or its agent pursuant to Section 8.5 of this MSA.

**"Client Content"** means all data and information, including, without limitation, any PII, data text, software, scripts, video, sound, music, graphics, and images that are created, uploaded, stored or transferred by or for Client or its Affiliate in connection with the use of any of the Services.

**"Client-Licensed Software"** means software products for which Client has obtained license entitlements from the publishers of those products or from Third Party vendors.

**"Client Software"** means the object code versions of any software, if any, transmitted by Client to MIS for hosting or otherwise utilized by Client in connection with the Services (exclusive of any MIS Software).

**"Delivery Date"** means as to each Quote, the documented date that all Services referenced in such Quote are deployed by MIS and are made available to Client.

**"End User"** means any individual or entity that Client has expressly authorized as Client's direct end customer under an applicable agreement between Client and such end customer: (a) access or use Client Content; or (b) otherwise interface, access or use the Services.

**"FedRAMP"** means The Federal Risk and Authorization Management Program (FedRAMP), which is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

**"Monthly Recurring Fee"** means the amount to be paid monthly by Client for the applicable Service(s) as specified in the Quote(s) executed by the Parties.

**"Quote"** means any quote executed by both Client and MIS, which incorporates the terms of this MSA by reference. Each Quote will be considered a separate agreement from any other Quote. Each Quote shall be governed by this MSA and applicable SOW(s) and shall become effective on the Quote Commencement Date.

**"Quote Commencement Date"** means the commencement date set forth and identified as such on any Quote.

**"Quote Expiration Date"** means the expiration date set forth and identified as such on any Quote.

**"PII"** means any data contained within the Client Content that could potentially identify a specific individual.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity.

**"Reasonable efforts"** means, with respect to a given obligation, the efforts that a comparably-situated service provider to that of MIS would use to comply with that obligation as promptly as reasonably possible.

**"Renewal Term"** means the automatic renewal of the initial Service Term specified in each Quote on a quarterly basis, at the same pricing as the one defined during the initial Service Term unless otherwise specified herein.

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**"MIS Software"** means the object code versions of any software (and any updates thereto), published by MIS and utilized by Client in connection with the Services and as may be more particularly described in the Quote(s). For clarity, the definition of MIS Software shall not include Third-Party Software.

**"MIS Support"** means the support services set forth under the GovPoint Cloud Services SOW.

**"SEAP"** means Solution Escalation Action Plan. The SEAP is developed in coordination with MIS and Client to outline incident response instructions for addressing certain issues.

**"Services"** means all of the services ordered by Client or its Affiliate as set forth on the corresponding Quote(s) governed by this MSA and the corresponding SOW(s).

**"Service Component(s)"** means each particular element or portion of the Services.

**"SOW(s)"** means the statement of work attached to this MSA that correspond to the services being provided to Client. For clarity, as of the Effective Date, the initial SOWs are for FedRAMP GovPoint Cloud Services.

**"Service Term"** means as to each Service ordered by Client, the period commencing on the Quote Commencement Date with respect to each particular Quote and ending on the Quote Expiration Date designated in that Quote.

**"SLA"** means the Service Level Agreement for each Service type as set forth in this MSA or the applicable SOW.

**"Subsidiary"** means an Affiliate controlled by a Party.

**"Term"** means the Service Term and any corresponding Renewal Term.

**"Third Party"** means a Person that is not a Party or an Affiliate of a Party.

**"Third Party Hardware"** means the equipment manufactured by a Third Party, if any, that MIS provides for Client's use or availability to use under the terms of this MSA.

**"Third Party Software"** means those various additional Third-Party software applications or services that may be licensed from time to time by MIS for Client's use in conjunction with the Services.

## **2. DELIVERY OF SERVICES.**

MIS and/or its Affiliates will provide the Service(s) and/or Service Component(s) in accordance with this MSA and the SOWs. The description, charges, and other terms applicable to the individual Services are set forth in the applicable SOW(s) and Quote(s). Client may order additional Services by updating or amending this MSA through the execution of additional Quote(s). The Service(s) shall be subject to the SLA set forth in this MSA and/or in the applicable SOW(s).

## **3. TERM AND TERMINATION; SUSPENSION.**

3.1. Term. The term of this MSA will commence on the Effective Date and shall remain in effect until the expiration of the latest Service Term unless earlier terminated in accordance with the provisions of this MSA or otherwise agreed to in writing between the Parties. Each Quote shall commence on its respective Quote Commencement Date and continue in effect until its respective Quote Expiration Date, subject to any applicable Renewal Term.

3.2. Renewal Term. Upon the expiration of each Service Term, each expiring Quote shall be subject to renewal for the term of the preceding term by executing a written order for the renewal term. In the event Client's Customer or end-user is the United States Federal Government, Renewal Term may be subject to the period of performance (base period and any exercised option periods) set by the Client's Federal Government Customer or end-user.

3.3. Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, MIS shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. In the event this MSA is terminated, MIS will issue Client a prorated refund for payment previously received by MIS corresponding to any period after the effective date of such termination.

3.4. End of Services. Upon the termination of this MSA or any Quote or SOW for any reason: (i) all rights and licenses granted by either Party under the applicable Quote and/or SOW(s) shall cease immediately; (ii) each Party shall return to the other Party, or destroy all Confidential Information (as defined herein) of the other Party within 30 days following such termination, except as may be required to comply with any applicable legal or accounting record-keeping requirements; and (iii) MIS shall remove all Client Content from any Third-Party Hardware. In no event will Client Content be retained by MIS more than thirty (30) days following termination of this MSA or any Quote. MIS shall, upon written request from Client, provide Customer with a certificate of destruction.

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3.5. Survival. All terms and provisions which should by their nature, survive the termination or expiration of this MSA including, but not limited to Sections 1, 3.4, 4, 5, 7, 8, 9 10, 11 and 12, shall so survive.

3.6. IP Addresses. As applicable, upon expiration or termination of this MSA or any SOW, Client must discontinue use of the terminated or expired Services and relinquish use of the IP addresses and server names assigned to Client by MIS in connection with the terminated or expired Services, including pointing the DNS for Client's domain name(s) away from any Services provided by MIS. MIS may, as it deems necessary, make modifications to DNS records on MIS managed or operated DNS servers and services to ensure compliance with this Section. MIS will provide Client with notice before any IP address changes.

3.7. Reserved.

3.7.1. Reserved.

3.7.2. Reserved.

3.8 Reserved.

### **4. PAYMENT AND PAYMENT TERMS.**

4.1. Fees. The Monthly Recurring Fee together with any fees specified on the Quote, as the case may be, shall be billed to Client via invoice for Services to be provided for the following calendar month unless otherwise specified in the Quote or SOW(s). Non-recurring fees including, but not limited to, set-up fees shall be billed as incurred in any given month and fees for consumption-based Services such as conditioned power use overages or bandwidth use overages shall be invoiced in arrears ("**Additional Fees**"). All payments shall be made in the currency specified in each Quote and shall be sent to the mailing address designated by MIS's Billing Department. Client shall remit payment Net 45 days from receipt of a valid invoice.

4.2. Late Payments. Late payments shall accrue interest at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

4.3. Taxes. MIS shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If Client claims exemption from any taxes arising from the provision of the Services, Client shall provide MIS with the documentation required by the taxing authority to support such exemption.

4.4. Fee Disputes. Client may dispute in good faith any portion of an invoice provided Client. No interest shall accrue on any payment that is disputed in good faith by Client while such dispute is pending.

4.5. Pricing Changes. MIS shall not raise the Monthly Recurring Fee or Minimum Monthly Recurring Fee for Services provided under any Quote a) before the initial Service Term End Date or on an annual basis thereafter, effective upon the yearly anniversary of the applicable Quote; and b) without at least ninety (90) days written notice to Client prior to the conclusion of the initial Service Term or prior to the yearly anniversary date of the applicable initial Quote ("**Increase Notice**"). The price increase at the end of each such year shall be limited to five (5) percent of the non-discounted price then-applicable to each applicable customer environment as set forth under an applicable Quote (calculated on a yearly basis) or the then current GSA Schedule Price, whichever is lower. Notwithstanding the foregoing, Client shall have 90 days' after receipt of the Increase Notice in which to terminate this MSA or corresponding Quote(s)/SOW(s) by providing MIS with written notice of termination ("**Increase Termination Notice**"). In the case of a material change in the Services requested by Client, the Parties will execute a Quote or other form of a written amendment. Client may renew an environment for Services reducing quantities for services ("Reduction") effective upon the commencement of a Renewal Term. This clause shall not apply to any 3<sup>rd</sup> party services obtained by MIS on behalf of Client.

### **5. CONFIDENTIAL INFORMATION.**

5.1. Confidential Information. "**Confidential Information**" shall include all information, whether in tangible or intangible form, that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Such information shall include but is not limited to, any nonpublic information (written, oral or electronic) disclosed by one Party to the other Party as well as the following information of the respective Parties, without limitation: (a) customer lists and the names of customer contacts, e-mail addresses, business plans, technical data, product ideas, personnel, contracts and financial information; (b) trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) plans for future products and developments; (d) information about costs, profits, markets and sales; (e) all documents, books, papers, drawings, models sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments; (f) any data or information stored on the Third Party Hardware; (g) Client Content, Client Software, and Client Licensed-Software; (h) the nature and scope of the Services licensed to the Client; and (i) the contents of this MSA. Information shall not be deemed Confidential Information

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if such information: (i) can be shown was known by the receiving Party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) can be shown was known independently of disclosure by the disclosing Party to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this MSA, any SOW or any obligation of confidentiality by the receiving Party; or (iv) can be shown was independently developed by the receiving Party without use of, or reference to, the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, unless restricted by order of a governmental agency or otherwise restricted by law, the receiving Party provides reasonable notice to the other Party of the required disclosure so as to permit the other Party a reasonable period of time to respond to such request for disclosure.

5.2. Nondisclosure of Confidential Information. Each Party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other Party to any third party, and further agrees not to use the Confidential Information of the other Party except and only to the extent permitted under or necessary to perform their respective obligations under this MSA. Each Party agrees to secure and protect the other Party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such Party's own confidential and proprietary rights in the information (but in no event less than reasonable care) and to take appropriate action by instruction or agreement with its employees, consultants, affiliates or other agents who are permitted access to the other Party's Confidential Information on a need to know basis to satisfy its obligations under this Section, and subject to the provisions of this Agreement. The receiving Party shall be responsible for any disclosure by such employees, consultants, affiliates, or other agents. The foregoing obligations of confidentiality shall survive the termination or expiration of this MSA. MIS recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

5.3. Maintenance of Confidentiality. Each Party agrees to immediately notify the other Party (including in writing) upon becoming aware of any unauthorized use or disclosure of the other's Confidential Information.

5.4. Reserved. .

5.5. Disposition of Confidential Information. All Confidential Information and all copies thereof shall be and remain the property of the disclosing Party. Upon the written request from the disclosing Party, the receiving Party shall destroy and certify the destruction of, all Confidential Information of the disclosing Party with the exception of any copies which must be maintained pursuant to applicable law.

5.6. Prior NDA. In the event there is an effective pre-existing confidentiality, non-disclosure or similar agreement between MIS and Client ("**Prior NDA**") that contains terms more restrictive than the terms set forth in this Section 5.2 the terms and conditions of such Prior NDA shall control; and (ii) the termination date of the Prior NDA shall be extended through the Term of this MSA (and any confidentiality obligations that survive the expiration of the Prior NDA shall so survive in accordance with its terms).

## **6. SOFTWARE OWNERSHIP AND USE.**

6.1. Software Provided by MIS. MIS grants Client during the Term a nonexclusive, nontransferable (except as otherwise provided in this MSA), royalty-free worldwide license, to use the MIS Software and Third-Party Software. Client shall have the right to grant sublicenses solely to its authorized End Users of (i) the MIS Software and (ii) the Third-Party Software to the extent such license grant is permitted by the agreement between MIS and the provider of such Third Party Software. MIS shall use reasonable commercial efforts to install and maintain the MIS Software and Third-Party Software on the Third Party Hardware such that the MIS Software and Third Party Software operate in accordance with applicable specifications. Client shall not: (a) modify, copy, or otherwise reproduce the MIS Software or Third Party Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or structure of the MIS Software or Third Party Software; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the MIS Software or Third Party Software or Client's right to use the MIS Software or Third Party Software (except as otherwise provided in this MSA); or (d) remove, modify or obscure any copyright, trademark or other proprietary notices or labels on the MIS Software or Third-Party Software. All rights not expressly granted to Client are reserved by MIS or MIS's licensors and suppliers. MIS will, to the extent permitted by its vendors, facilitate and pass through any warranties and indemnifications provided by the manufacturer of the Third-Party Software.

6.2. Client Software. For the sole purpose of providing the Services to Client during the Term, Client grants MIS a nonexclusive, nontransferable, royalty-free worldwide license, without the right to grant sublicenses, to use the Client Software, solely in its encrypted form, and to the extent required to perform its obligations under this Agreement (such as hosting), and for no other purpose. MIS shall not, and shall not permit others to (a) modify, copy, or otherwise reproduce the Client Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or structure of the Client Software; (c) distribute, sublicense, assign, share, sell, lease, grant a security interest in, or otherwise transfer the Client

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Software or MIS's right to use the Client Software; or (d) remove any proprietary notices or labels on the Client Software. All rights not expressly granted to MIS are reserved by Client or Client's licensors and suppliers.

6.3. Client-Licensed Software. Client may deploy certain Client-Licensed Software in connection with the Services, in which case MIS may be required to deploy Client-Licensed Software on physical servers that are dedicated to Client and not accessible to other MIS customers.

## **7. CLIENT OBLIGATIONS AND REPRESENTATIONS.**

### **7.1. General.**

7.1.1. Client has the legal right and authority to enter into this MSA including any Quote(s) or other related documents and will continue to have such legal right and authority during the Term.

7.1.2. Client will comply with all applicable laws and regulations in connection with its use of the Services.

7.1.3. Client will reasonably cooperate with MIS's reasonable investigation of Service outages, security problems, and any suspected breach of this MSA.

7.2. Data Retention. Without limiting MIS's obligations under this Agreement, including as necessary to provide the Services, to the extent within Client's reasonable control, Client is responsible for properly configuring and using the Services and taking those steps Client deems necessary to maintain reasonable security, protection and backup of Client Content, which may include the use of encryption technology to protect Client Content from unauthorized access, and routine archiving of Client Content. Client log-in credentials and private keys generated by the Services are for Client's internal use only and Client may not sell, transfer or sublicense them to any other entity or person, except that Client may disclose Client's private key to Client's agents and subcontractors performing work on Client's behalf. Client agrees to promptly notify MIS of any discovered unauthorized use of Client's Services or any other confirmed breach of security. Nothing in this Section 7.2 shall relieve MIS of any obligations specifically agreed to between the Parties in a Quote or SOW.

7.3. No Lease. This MSA is a services agreement and is not intended to and will not constitute a lease of any real or personal property.

7.4. End-User Violations. Client is responsible for End Users' use of Client Content and the Services.

## **8. MIS OBLIGATIONS, REPRESENTATIONS, AND DISCLAIMER OF WARRANTIES.**

### **8.1. General. MIS represents and warrants that:**

8.1.1. Subject to the specifications listed in each of the applicable SOWs and Quotes, MIS shall use commercially reasonable efforts to maintain acceptable performance of the Services.

8.1.2. MIS warrants that it complies and shall comply with all applicable laws and regulations in connection with this MSA and the Services.

8.1.3. Performance of Services. The Services will be provided with all reasonable care and skill in accordance with Good Professional Practice and with the SEAP. "Good Professional Practice" means practices, methods and procedures which would be commensurate with those practices, methods, and procedures adopted by a supplier of services the same as or similar to the Services, and exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from such a supplier. In addition, MIS represents and warrants that (i) the Services will be performed in accordance with any specifications and documentation set forth in the relevant SOW, including the SEAP; (ii) will be performed by persons who have employment authorization to perform the Services under this Agreement in accordance with the immigration laws of the United States; Further, MIS represents and warrants that its personnel providing services to Client under this Agreement and any applicable SOW have undergone background checks conducted by MIS or a qualified third party on MIS's behalf and have passed without material exception. Additionally, CLIENT reserves the right to subject any MIS employee, contractor or agent ("Representative") to an individual background check administered by Client or its designees. MIS agrees on behalf of such Representative(s) to such background check; (iii) will comply, including the utilization thereof as contemplated hereunder, with all applicable laws, rules, regulations, orders of any governmental (including any regulatory or quasi-regulatory) agency, including financial, disclosure, import, export and encryption laws, as well as all applicable securities laws and compliance regulations and procedures of Client; and (iv) will not violate or contravene the terms of any contracts between MIS and third parties.

8.1.4. The Services, Third-Party Hardware, Third Party Software and MIS Software will not infringe upon or misappropriate any Third Party's copyright, patents, trade secrets, trademark, trade name, or other proprietary or intellectual property right.

8.2. Rights. MIS owns or has the authority to use or license the Third-Party Hardware, the Third Party Software, and the MIS Software.

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8.3. FEDRAMP Compliance. As of the Effective Date, and at a minimum throughout the Term: (a) MIS Sciences' FedRAMP GovPoint Cloud Services is authorized under a JAB P-ATO (Package ID: F1311222650) for Moderate and is maintained per all applicable Federal laws and regulations; (b) MIS Sciences GovPoint Cloud Services® (GCS) satisfies the requirement as documented in FedRAMP's continuous monitoring requirements and MIS Sciences Continuous Monitoring Plan; (c) The GovPoint Cloud Services (GCS) mitigates all open low and moderate POA&M action items, agreed to in the Security Assessment Report (SAR) and as developed during the continuous monitoring activities; and (d) Significant changes or critical vulnerabilities are identified and managed in accordance with applicable Federal law, guidelines, and policies.

8.4. Security. MIS complies and shall comply with all security obligations set forth under this Agreement, including but not limited to the GovPoint Cloud Services SOW. MIS will reasonably cooperate with Client's reasonable investigation of Service outages, security problems, and any suspected breach of this MSA.

8.5. Security Audit. Notwithstanding anything to the contrary in the Data Processing Addendum, upon prior reasonable advance written notice and with MIS's reasonable assistance, Client may conduct or cause a third party to conduct a security audit of MIS's operations and systems involved in or related to MIS's performance of Services under this MSA. Audits shall be conducted no more frequently than semi-annually unless the Parties agree otherwise or in the event of a security incident. Each third party auditor may be required to execute MIS's standard form of Non-Disclosure Agreement as a pre-condition to and prior to performing any Audit.

8.6. Client Access. For the duration of this Agreement and where applicable, MIS shall provide Client reasonably adequate onsite access to MIS facilities and/or equipment, and to telephones with outside lines and a secure line for internet access.

8.7. Selection of Third-Party Hardware and Third-Party Software; Manufacturer Warranty. All Third Party Hardware and Third Party Software are provided AS-IS, WITHOUT ANY EXPRESS WARRANTY. Client's use of the Third-Party Hardware and Third Party Software are subject to and controlled by the terms of any manufacturer's or supplier's terms of use. MIS Notwithstanding the foregoing, MIS will be responsible under this Agreement in the event of any failure from such Third Party Hardware and Third-Party Software that would be within MIS's control and would result in the incapability of Client to meet FedRAMP servicing requirements.

8.8. Substitution of Third-Party Hardware, Third Party Software and/or MIS Software, and Certificate of Destruction. MIS reserves the right to substitute hardware or software in connection with Third-Party Hardware, Third Party Software and/or MIS Software as the case may be ("**Solution Component Substitution**") provided that the Solution Component Substitution (a) is undertaken and performed by MIS according to the FedRAMP security requirements then applicable to the Services to Client, as subscribed to under any then-current Quote(s); (b) does not result in the incapability of Client to meet Clients' then-applicable FedRAMP security requirements then applicable to the Services to Client, as subscribed to under any then-current Quote(s); and (c) allows for the same or an increased level of performance relative to the then-existing component and is at no additional cost to Client. MIS will provide prior written notice to Client and coordinate any Solution Component Substitution with Client. Upon written request, MIS shall provide Client with a certificate of destruction and/or any other alternative evidence or documentation attesting to the destruction of the former hardware or software at no cost.

8.9. DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. CLIENT ACKNOWLEDGES THAT MIS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PORTIONS OF THE INTERNET OR THROUGH EQUIPMENT CONTROLLED BY THIRD PARTIES, AND THAT, AT TIMES, SUCH DATA FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF SERVICES, EQUIPMENT OR DATA PROVIDED OR CONTROLLED BY THIRD PARTIES, THE ACTIONS OR INACTIONS OF WHICH CAN IMPAIR OR DISRUPT CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) AND THE INTENDED FLOW OF DATA. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). MIS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS AND SHALL NOT BE LIABLE FOR THE INADVERTENT DISCLOSURE, TRANSMISSION, FLOW, CORRUPTION OR ERASURE OF DATA AND CONTENT USED, ACCESSED, UPLOADED, INTERFACED WITH, TRANSMITTED, RECEIVED OR STORED ON THE THIRD PARTY HARDWARE OR THROUGH THE SERVICES BY THIRD PARTIES, UNLESS TO THE EXTENT CAUSED BY AN ACTION OR OMISSION OF MIS, ITS EMPLOYEES OR ANYONE UNDER MIS'S REASONABLE CONTROL.

8.10. NO OTHER WARRANTY. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, MIS DOES NOT MAKE, AND DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

## **9. INTELLECTUAL PROPERTY OWNERSHIP.**

9.1. Ownership. Except for the rights expressly granted in this MSA, no rights in either Party's respective technology or intellectual property is transferred from MIS to Client, or from Client to MIS, and all right, title and interest in and to such technology and intellectual property shall remain solely with each such Party. Each Party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the other Party.

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9.2. Ownership of Client Content. Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Content and all legally protectable elements, derivative works, modifications and enhancements thereof, whether or not developed in conjunction with MIS, and whether or not developed by MIS, Client or any contractor, subcontractor or agent for MIS or Client. To the extent ownership of the Client, content does not automatically vest in Client by virtue of this MSA or otherwise, MIS agrees to transfer and assign, and hereby transfers and assigns to Client all right, title and interest in the Client Content and protectable elements or derivative works thereof.

### **10. LIMITATIONS OF LIABILITY.**

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES UNDER THIS MSA OR ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, ANTICIPATED OR LOST REVENUE OR SAVINGS, LOST PROFITS, LOST GOODWILL, LOST BUSINESS OR REPLACEMENT GOODS OR LOSS OF EQUIPMENT OR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY SUCH PARTY'S USE OF REASONABLE PRECAUTIONS OR DILIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR BREACH OF WARRANTIES. THE FOREGOING SHALL NOT APPLY TO THE EXCLUSIONS SET FORTH UNDER SECTION 10.3. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.2. LIABILITY CAP. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS MSA, THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY OR ITS SUPPLIERS, CONTRACTORS AND SUBCONTRACTORS ARISING OUT OF OR RELATING TO THIS MSA FOR ANY REASON WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY PERFORMANCE OR NONPERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED FIVE (5) TIMES THE TOTAL AMOUNT PAID BY CLIENT TO MIS UNDER THIS MSA DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY OF SECTION 10.2 SHALL APPLY REGARDLESS OF WHEN THE CLAIM OR CLAIMS GIVING RISE TO SUCH LIABILITY OR LIABILITIES SHOULD OCCUR. THIS LIMITATION OF LIABILITY IS PER CLAIM.

10.3. EXCLUSIONS. THE FOREGOING LIMITATION OF LIABILITY OF SECTION 10.2 SHALL NOT APPLY TO CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND MISAPPROPRIATION OF INTELLECTUAL PROPERTY, A BREACH OF CONFIDENTIALITY OR AN INDEMNIFICATION OBLIGATION UNDER THIS MSA. NOTWITHSTANDING ANY LIMITATIONS SET FORTH IN THIS SECTION, CLIENT SHALL BE LIABLE FOR ALL SUMS DUE OR PAYABLE UNDER THIS MSA, REGARDLESS OF AMOUNT.

### **11. INDEMNIFICATION.**

11.1. MIS Indemnity. MIS agrees to indemnify, has the right to intervene to defend and hold harmless Client and its directors, officers, employees, contractors, agents, successors, and assigns, (collectively, the "**Client Indemnified Parties**") from and against any and all liability (including, without limitation, attorneys' fees and costs) incurred by the Client Indemnified Parties in connection with any actual or alleged claim ("**MIS Claim**") by a Third Party arising out of (a) any injury to person or tangible personal property caused by MIS; (b) any infringement or misappropriation of a Third Party's rights based on the use of the Services, the Third Party Software or the MIS Software, including, without limitation, any actual or alleged infringement or misappropriation of a Third Party's copyright, trade secret, trademark or other proprietary right; (c) any unauthorized disclosure of Confidential Information caused by MIS, (d) third party claims for any gross negligence or willful misconduct of MIS; or (e) any violation by MIS of any law, court order, rule or regulation applicable to MIS's delivery of Services hereunder. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

11.2. Reserved.

11.3. Limitations. Notwithstanding the foregoing, MIS shall not have any liability or indemnification obligations to the Client Indemnified Parties under this MSA to the extent any MIS Claim is based upon or arises out of (a) use of the Services, Third Party Software or MIS Software in combination with equipment, materials, products or software where the use of the Services, Third Party Software or MIS Software alone would not be infringing; (b) compliance with designs, plans or other instructions provided to MIS by Client; or (c) any documented refusal by Client to install and use a non-infringing version of the Services.

11.4. Notice and Procedures. The Party seeking indemnity hereunder shall give the other prompt written notice of any MIS Claim or Client Claim (collectively referred to as the "**Claim**") for which indemnity is sought and shall provide (a) all related documentation in its possession or control relating to such Claim; and (b) reasonable assistance in the defense of such Claim. The Indemnifying Party shall control, at its sole cost and expense, the defense or settlement of any Claim provided that it unconditionally releases the indemnified party from all liability to any third party. The Indemnifying Party shall keep the Indemnified Party reasonably apprised of the status.

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# ***MIS Sciences Corporation Cloud Services Master Services Agreement***

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## **12. MISCELLANEOUS PROVISIONS.**

12.1. Force Majeure. In accordance with GSAR 552.212-4(f), Neither Party shall be liable for delays in delivery or performance of its obligations, or for failure to deliver or perform its obligations under this MSA due to a cause or circumstances beyond its reasonable control, including, without limitation, an act of nature, act of civil or military authority, act of terrorism, governmental priority, strike or other labor disturbance, flood, fire, explosion, epidemic, other hostilities, unavailability, interruption or delay of third-party telecommunications or services, the inability to obtain raw materials, supplies, or necessary power, the failure of third-party software, or the failure of the Internet (not resulting from the actions or inactions of such Party)(each, a “**Force Majeure Event**”). The Party claiming excuse due to a Force Majeure Event shall use its commercially reasonable efforts to promptly correct such failure or delay in performance and shall promptly notify the other Party of any delay or failure to perform which may be excused by this provision, which notification will also specify the expected date of resumption of performance. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of the delay. If, however, either Party is unable to perform its obligations under this MSA for reasons excused by this provision for a period in excess of 15 consecutive days, the other Party may terminate this MSA or any applicable Quote or SOW by such Force Majeure Event without penalty upon written notice to the other Party.

12.2. Relationship of Parties. MIS and Client are independent contractors, and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between MIS and Client. Neither MIS nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. MIS and Client agree that, except as otherwise expressly provided in this MSA, there shall be no third-party beneficiaries to this MSA. MIS and Client agree that this MSA is made for the benefit of the Parties and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

12.3. Marketing. Subject to Client's prior written consent, on a case by case basis, through an authorized Client representative, and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, MIS may refer to Client by trade name and trademark, and may briefly describe Client's business in MIS's marketing materials and web site. In each such case, Client will grant MIS a revocable license to use any Client trade names and trademarks solely in connection with the rights granted to MIS pursuant to this Section, and/or will consent to MIS's inclusion of Client's name in press releases and on MIS's web site. Subject to MIS's prior written consent, which shall not be unreasonably withheld, Client may refer to MIS by a logo, trade name and trademark, and may briefly describe MIS's business in press releases, marketing materials and on its web site. MIS grants Client a revocable license to utilize MIS's logos, trade names, and trademarks solely in connection with the rights granted to Client pursuant to this Section.

12.4. Non-Solicitation. The Parties will not knowingly and directly solicit or attempt to solicit for employment or as a consultant any persons employed by the other Party during the Term and continuing through the first anniversary of the termination of this MSA. The foregoing restriction does not apply, however, to any employee or former employee of the other party who responds to a general advertisement, online job posting, or other form of broad solicitation that does not directly or indirectly target employees of the other Party or who has been separated from employment with the other Party for at least six consecutive months before the date when the person is first recruited, solicited for hire, or offered employment.

12.5. Export Matters. Each party agrees to comply with all regulations and requirements of the U.S. Departments of Commerce, State and Treasury, and any other United States or foreign agencies and authorities in connection with its use or provision of the Services. Each party assumes responsibility for compliance with laws, regulations, and requirements applicable to export and re-export (including import) of items provided hereunder and for obtaining any required export and re-export (including import) licenses or other approvals that may be required.

12.6. Personal Information. Each Party shall comply with their respective obligations under applicable data protection legislation, and under the Data Processing Addendum attached hereto as Appendix A. MIS does not intend to have access to PII of Client in providing the Services. To the extent MIS has access to Client PII and does not modify or add any PII, such access will be incidental, and Client will remain the data controller of Client PII at all times, and MIS will be the data processor. MIS will access any Client PII strictly for purposes of delivering the Services under the terms set forth in this Agreement.

12.7. Insurance. During the term of this Agreement, MIS shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage: (a) Commercial General Liability for bodily injury and property damage including blanket contractual liability coverage and products and completed operations, with limits of not less than \$2,000,000. (b) Workers' compensation insurance as required by applicable laws, including a waiver of subrogation. (c) Employer's liability insurance with limits of not less than \$1,000,000. (d) Professional Errors and Omissions Insurance, including Intellectual Property Infringement in connection with technology products or services provided under this Agreement with a combined single limit of \$5,000,000. (e) Automobile liability insurance with limits of not less than \$1,000,000, (f) Data protection liability insurance (cyber liability) covering all financial loss arising from acts, errors, or omissions, in connection with (i) the technology products or Services, provided under this Agreement and/or (ii) in maintaining confidential employee or customer data in connection with the Services provided under this Agreement and/or (iii) resulting from MIS' direct connectivity with Client's network with limits not less than

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## ***MIS Sciences Corporation Cloud Services Master Services Agreement***

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\$5,000,000. (g) Products Liability insurance with limits of not less than \$2,000,000. MIS will name Client, its officers, employees and agents as additional insured under the General Commercial Liability Policy. All policies of insurance must be underwritten by insurers rated A or better by A.M. MIS will deliver to Client a certificate(s) of Insurance that complies with the above requirements, concurrent with the delivery of the Agreement and shall deliver renewal certificates as and when issued throughout the term of the Agreement.

12.8. Severability. In the event any portion of this MSA is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of the provisions shall remain in full force and effect. Either Party's failure to insist upon or enforce strict performance of any provision of this MSA, or delay in doing so, shall not be construed as a waiver of any provision or right.

12.9. Assignment. Any assignment shall only be permitted through the other party's written consent. This MSA will be binding on and inure to the benefit of the Parties respective permitted successors and permitted assigns. Any assignment in violation of this section shall be void ab initio.

12.10. Third-Party Subcontractors. MIS reserves the right to subcontract or use FedRAMP services from other providers for any or all portions of the Services that MIS is obligated to perform under this Agreement or an SOW provided that MIS shall at all times be liable for the actions of and Services provided by such Third-Party Subcontractors.

12.11. Notice. Any notice or communication required or permitted to be given pursuant to this MSA, if specified to be in writing, shall be deemed delivered (i) if by hand delivery, upon receipt thereof, (ii) if by next day delivery service upon such delivery, or (iii) if by e-mail, upon verified delivery evidenced by return e-mail of the recipient. Such notice will be deemed to have been served as of the date it is delivered. All notices shall be addressed to the legal Authorized Contact designated in Section 12.19.

12.12. Agreement. This MSA shall be governed by, and construed in accordance with, the Federal laws of the United States. The application to this MSA of the United Nations Convention on the International Sale of Goods is excluded in its entirety. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision of this MSA (except to the extent such trade practice is expressly referenced under this Agreement as "industry standard" or similar benchmark). This MSA is not intended to prevent either Party from complying with any applicable law, ruling, order, regulation, or requirement of any federal, state, or municipal government or department or agency thereof or court of competent jurisdiction. Neither Party nor its representatives will be liable for loss or damage or deemed to be in breach of this MSA to the extent its failure to perform its obligations directly results from compliance with any applicable law, ruling, order, regulation, requirement of any federal, state or municipal government or department or agency thereof or court of competent jurisdiction. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. Each Party further agrees that service of any process, summons, notice or document by US registered mail to such Party's respective address shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth above.

12.13. Remedy. All remedies in this MSA are cumulative, and neither the availability nor exercise of any such remedy shall prevent a Party from exercising any other remedy it would otherwise have under this MSA or by law.

12.14. Entire Agreement. This MSA and any Appendix constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Each portion of this MSA may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. In the case of any change or modification to this MSA, the Parties will execute a written amendment.

12.15. Counterparts: Delivery by Electronic Means. This MSA may be executed in counterparts. Copies of executed counterparts transmitted by facsimile or electronic means shall be considered original executed counterparts for purposes of this MSA.

12.16. Interpretation of Conflicting Terms. In the event of a conflict between or among the terms in this MSA and any other document made a part hereof, the documents shall control in the following order: the Quote(s), SOW(s), this MSA, DPA (if applicable), and any amendments thereto.

12.17. No Interpretation Against Drafter. This MSA is the product of negotiations between the Parties and any ambiguities construed against the drafter of an agreement shall not apply to this MSA (including, but not limited to, any amendments, Quotes, or SOWs) and are expressly waived.

12.18. Relationship Management. MIS agrees to comply with the SEAP. Additionally, MIS agrees to provide the resources necessary to the effective execution of this Agreement and that, regardless of other commitments or obligations hereunder, MIS shall provide, at its own expense, a dedicated relationship manager who will be supporting the performance of this Agreement. The relationship manager shall have the requisite skills and empowerment to effectively manage the day to day operations of the Agreement, communicate with Client, and escalate internally as appropriate. Client shall provide a designated point of

# ***MIS Sciences Corporation Cloud Services Master Services Agreement***

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contact, as well as, as applicable, secondary points of contact, who will be supporting the performance of this Agreement, communicate with MIS, and escalate internally as appropriate.

## **12.19. Legal Notices. LEGAL CONTACT**

In the case of MIS Sciences Corporation:

Name: ATT Legal

Telephone: 818-847-0213

Address: 2550 N Hollywood Way, Suite 404  
Burbank, CA 91505

Fax: 818-847-0214

E-mail: legal@mis-sciences.com

In the case of Client:

Name:

Telephone:

Address:

Fax:

E-mail:

12.20. Headings. The headings in this MSA are used for the convenience of reference and shall not be deemed to modify or affect the interpretation of this MSA.

## **SIGNATURES.**

The Parties have executed this MSA on the date indicated below effective as of the Effective Date.

### **Client.**

xxxx

xxxx

xxxx

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **MIS Sciences Corporation**

2550 N Hollywood Way

Suite 404

Burbank, CA 91505-5046

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ***MIS Sciences Corporation Cloud Services Master Services Agreement***

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## Appendix A GSA Corporate and Ordering Information

Company Name: MIS Sciences Corporation  
Corporate Address: 2550 N Hollywood Way, Suite 404  
Burbank, CA 91505-5046  
Phone: 818-847-0213  
Fax: 818-847-0214  
Contact: Jeff Willis – GSA Sales – [gsa@mis-sciences.com](mailto:gsa@mis-sciences.com)

GSA Number: 47QTCA22D0081 Expires May 4, 2027  
Information Technology and Miscellaneous  
SIN 518210C - Cloud and Cloud Related IT Professional Services  
SIN 54151ECOM - Electronic Commerce and Subscription Services  
SIN 54151S - Information Technology Professional Services  
SIN OLM - Order Level Materials

Cage Code: 07LS1  
NAICS Code: 518210, 541511, 541512, 541519, 541511, 561421, 519190, 541690  
D&B Number: 94-7720520  
Tax ID Number: 95-4590941

### FPDS CODES

FPDS Code D304 Value Added Network Services (VANs)

FPDS Code D304 E-Mail Services

FPDS Code D304 Electronic Alert and Messaging systems

FPDS Code D304 SMS Services (one way and two way)

FPDS Code D304 Internet Access Services

FPDS Code D305 IT and Telecom - Teleprocessing, Timeshare, and Cloud Computing Includes: Software As A Service, Infrastructure As A Service

FPDS Code D310 IT and Telecom- Cyber Security and Data Backup. Includes: Information Assurance, Virus Detection, Network Management, Situational Awareness, and Incident Response, Secure Web Hosting, Backup and Security Services

FPDS Code D318 IT and Telecom- Integrated Hardware/Software/Services Solutions, Predominantly Services.

Includes: Contracts Buying Hardware, Software, and Related Services, Where Services Are the Predominant Portion of the Contract Value

FPDS Code D321 IT and Telecom – Help Desk

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified – Except Voice and Pager Services