Master Services Agreement

Hello and thank you for entrusting Triada to provide you with professional information technology services. This Master Services Agreement governs our business relationship with you, so please read this document carefully and keep a copy for your records.

SCOPE

a) Context. Throughout this Master Services Agreement ("Agreement"), references to "Client," "you," or "your" mean the entity who has accepted a Proposal, Quotation, service order, or similar document (electronic or otherwise) from Triada Networks, LLC ("Triada," "we," "us," or "our"). (In this Agreement we refer collectively to these type of documents as a "Proposal," although the actual title(s) or caption(s) of the service-related document might vary.) "Products" means any order for software, hardware, or Third Party Services ("Products") made by Customer pursuant to a quotation issued by Triada ("Quotation"). Orders for Products are governed by this Master Services Agreement and Addendum A, "Terms Specific to Product Sales Only" attached hereto and incorporated herein by reference.

b) Scope of Services. Any services to be provided to you or facilitated for you (as applicable) will be described in a Proposal (collectively, "Services"). The scope of our engagement with you is limited to those Services expressly listed in a Proposal; all other services, projects, and related matters (collectively, "Out of Scope Services") are out-of-scope and will not be provided to you unless we expressly agree to do so in writing . In addition to a Proposal, the Services are also defined, clarified, and governed under an additional document (the "Services Guide"). Our Services Guide provides important and binding details about the Services, which may include, (i) how the Services are provided/delivered, (ii) service levels applicable to the Services, (iii) additional payment terms/obligations, and (iv) auto-renewal terms for the Services.

c) Version. Each Proposal will be governed under the version of this Agreement that is in place as of the "last updated" date indicated at the end of this document. For that reason, you should keep a copy of this document and make a note of the date indicated below when you accept a Proposal.

d) Conflicts. In the event of a conflict, the order of precedence shall be, 1) Proposal, 2) Services Guide, and 3) this Agreement.

e) Third Party Providers/Services. Some services may be provided to you directly by our personnel and some are provided by upstream providers ("Third Party Providers" and the services that are provided by Third Party Providers are referred to as "Third Party Services").

f) Selection. As your managed information technology provider, we will select the Third Party Providers that provide services appropriate for your managed information technology environment (the "Environment") and facilitate the provision of Third Party Services to you. Not all Third Party Services will be expressly identified as being provided by a Third Party Provider, and we reserve the right to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide or facilitate under a Proposal.

g) Changes. In the event you wish to add additional programs, applications or data sources, systems servers, network devices of any kind (hubs, routers, switches), or otherwise request an expansion in the

scope of the Services, then you shall present your request for such alterations to us for scoping. No alterations will be permitted under this Agreement without a signed change order.

IMPLEMENTATION

a. Advice; Instructions. From time to time, we may offer you specific advice and directions related to the Services ("Advice"). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our Advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our reasonable discretion, your failure to follow our Advice makes part or all of the Services economically or technically unreasonable or impracticable to provide or facilitate, then we may terminate the applicable Services For Cause (explained below) by providing notice of termination with a cure period to you or, alternatively, we may adjust the scope of the Proposal to exclude any impacted or affected portion of the Environment. Unless specifically and expressly stated in writing by us (such as in a Proposal), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements (defined below), are out-of-scope.

i. Co-Management. In co-managed situations (e.g., where you have designated other vendors or personnel, or "Co-Managed Providers," to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-Managed Provider's determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider's determination and bring that situation to your attention.

ii. Prioritization. All Services will be implemented and/or facilitated (as applicable), scheduled, and prioritized , in a manner we determine reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates we state to you depending on the Services being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.

iii. Modifications. To avoid a delay or negative impact on the Services, we strongly recommend that you refrain from modifying or moving the Environment, or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those in which we are co-managing an Environment with your as described above), we will not be responsible for changes to the Environment that are not authorized by us or any issues or errors that arise from those changes.

b) Third Party Support. If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process ("OEM Fees"). If OEM Fees are anticipated in advance, we will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM

Fees will resolve any particular problem or issue, it being understood that the resolution process can sometimes require the payment of OEM Fees to narrow (or potentially eliminate) potential issues.

c) Required Consents. As used in this Agreement, "Required Consents" means any consents, licenses, or approvals required to give Triada, or any person or entity acting for us under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works or your Environment and all content in your Environment ("Client Data"), without infringing the ownership or intellectual property rights of the providers, Triada, or owners of such Client Data. You will obtain and keep in effect all Required Consents necessary for us to perform all of our obligations as set forth in this Agreement. Upon request, Client will provide to us evidence of any Required Consent. We will be relieved of our obligations to the extent that we are affected by your failure to promptly obtain and provide any Required Consents. Triada will adhere to reasonable terms and conditions pertaining to Customer Data as notified in writing. We agree not to remove or alter any copyright or other proprietary notice on or in any Client Data without your consent.

d) Authorized Contact(s). We will be entitled to rely on any directions or consent provided by your personnel or representatives who you designate to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable Proposal or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Proposal, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing (physical document or by email), then the change will be implemented within two (2) business days after the first business day on which we receive your change notice. If your change notice is provided to us in person or by telephone (live calls only), the change will be implemented on the same business day in which the conversation takes place. We will not acknowledge requests to change Authorized Contacts submitted through the ticketing system, help desk requests, or voicemails. We reserve the right but not the obligation to delay the Services until we can confirm the Authorized Contact's authority within your organization.

e) Access. You hereby grant to us and our designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or those providers, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits, or other permissions necessary for Triada or applicable Third Party Providers to provide the Services to you. Proper and safe environmental conditions must be always provided and assured by you. Triada shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

f) Ongoing Requirements. Everything in the managed environment must be genuine and licensed—including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. If we require certain minimum hardware or software requirements

("Minimum Requirements"), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing the Services to you.

g) Response. Our response to issues relating to the Services will be handled in accordance with the provisions of the Proposal or, if applicable, Services Guide. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), (ii) periods of delay caused by Scheduled Down Time, Client-Side Downtime, Vendor-Side Downtime (all defined below), (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM Eastern Time, Monday through Friday without your authorization, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

Unscheduled Downtime. In the event of an exigent or emergency situation, we may perform maintenance or make adjustments to the Environment with little or no advance notice to you. We will use commercially reasonable efforts to remediate any such situation.

ii. Client-Side Downtime. If any delays or deficiencies in the provision of, or access to, the Services are caused by your actions or omissions ("Client-Side Downtime"), we are not responsible for any such delay or deficiency. Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).

iii. Vendor-Side Downtime. If any delays or deficiencies in the provision of, or access to, the Services are caused by third party service providers, third party licensors, or upstream service or product vendors, we are not responsible for any such delay or deficiency.

iv. Transition Exception. Any response time commitments provided to you do not apply for the first sixty (60) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), (the "Transition Exception").

CLIENT RESPONSIBILITIES

a) Security. You shall (a) use reasonable security precautions in connection with your use of the Services, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each end user to use reasonable security precautions, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection. In addition, you shall not take any action or install any software that may preclude or impair Triada's ability to access or administer its network or provide the Services.

b) You are solely responsible for: (a) all Client Data including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright,

patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Client Data; (c) the selection of controls on the access and use of Client Data; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services.

c) Encryption. You will encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under your contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

FEES; PAYMENT

a) Fees. You agree to pay the fees, costs, and expenses charged by us for the Services in accordance with the amounts, methods, restrictions, and schedules described in each Proposal and the Services Guide ("Fees"). In addition to the Fees, you are responsible for any miscellaneous costs and expenses (not to exceed $250/month without your prior consent) that we incur in providing or facilitating the Services to you ("Miscellaneous Expenses"). Miscellaneous Expenses will generally appear as a line item entry on your invoice(s) and may include, for example, small device purchases (such as a UPS), delivery/postal/courier costs, data migration tools, and registration/service initiation fees charged by Third Party Providers. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

b) Schedule. Unless otherwise indicated in a Proposal, fees are payable in advance of the provision of the applicable Services. Unless otherwise agreed, all fees require automatic monthly recurring payment by you, and payments by any other methods may result in increased fees or costs.

c) Nonpayment. Fees that remain unpaid for more than thirty (30) days past their due date will be subject to interest on the unpaid amount(s) until and including the date payment is received at the lower of 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, as a non-exclusive remedy, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed Fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to Fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. We reserve the right to charge a reasonable reconnect fee (of no more than 10% of your monthly recurring fees) if we suspend the Services due to your nonpayment.

d) Increases. Fee Increases, such as increases in our monthly recurring fees or service rates, will be as described in the Proposal and Services Guide. Limits on Fee increases, if described in the Proposal or Services Guide, will not apply to increases charged by Third Party Providers which will be excluded when calculating Fee increases.

e) Expenses. Any costs or expenses that we incur while providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages ("State of Emergency") will be invoiced and payable by you. By way of example, such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide the Services to you.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

a) Warranty by each party. Each party represents and warrants to the other party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Client Data and its provision or use of the Services; and (c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

b) Warranty By Client. You represent and warrant to Triada that: (a) you owns, or is a licensee of, having the right to sublicense, the Client Data and that you have the right to grant Triada the rights that you purport to grant in this Agreement; (b) Triada's possession or use of the Customer Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (c) you will not use, nor will you allow any third parties under your control to use, the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

c) Warranty By Triada. The Services shall be performed in a good, workmanlike, professional, and conscientious manner by experienced and qualified employees of Triada according to the generally accepted standards of the industry to which the Services pertain. For Services containing a deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within five (5) days of submission to you, or as otherwise identified in the applicable Proposal. In the event the Services provided by us are not in conformance with this warranty, you must provide written notice to Triada within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, we will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to you. This is Client's sole and exclusive remedy for breach of this warranty.

d) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF TRIADA IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF TRIADA. CLIENT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH TRIADA CANNOT BE HELD LIABLE.

e) Liability Limitations.

i) THIS PARAGRAPH LIMITS THE LIABILITIES ARISING FROM THE SERVICES AND IS A BARGAINED-FOR AND MATERIAL PART OF OUR BUSINESS RELATIONSHIP WITH YOU. YOU ACKNOWLEDGE AND AGREE THAT TRIADA WOULD NOT PROVIDE ANY SERVICES, OR ENTER INTO ANY PROPOSAL OR THIS AGREEMENT, UNLESS TRIADA COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH.

II) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHICH MAY INCLUDE WITHOUT LIMITATION LOST REVENUE, LOSS OF PROFITS (EXCEPT FOR FEES DUE AND OWING TO TRIADA), SAVINGS, LOSS OR DAMAGED DATA, OR OTHER INDIRECT OR CONTINGENT EVENT-BASED ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT, ANY PROPOSAL, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY PROPOSAL, EVEN IF A) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; B) DIRECT DAMAGES DO NOT SATISFY A REMEDY; OR C) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY PROPOSAL FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, REASONABLE ATTORNEYS' FEES AWARDED TO A PREVAILING PARTY (AS DESCRIBED BELOW), YOUR INDEMNIFICATION OBLIGATIONS, AND ANY AMOUNTS DUE AND PAYABLE PURSUANT TO THE NON-SOLICITATION PROVISION OF THIS AGREEMENT SHALL NOT BE LIMITED BY THE FOREGOING LIMITATION.

III) EXCEPT FOR THE FOREGOING EXCEPTIONS, THE AGGREGATE LIABILITY OF PARTY RESPONSIBLE FOR THE DAMAGES (THE "RESPONSIBLE PARTY") TO THE OTHER PARTY ("AGGRIEVED PARTY") FOR DAMAGES FROM ANY AND ALL CLAIMS OR CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ANY SUCH ACTION(S), THAT ARISE FROM OR RELATE TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"), WHETHER IN CONTRACT, TORT, INDEMNIFICATION, OR NEGLIGENCE, SHALL BE LIMITED SOLELY TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT OF FEES PAID BY YOU (EXCLUDING HARD COSTS FOR LICENSES, HARDWARE, ETC.) TO TRIADA FOR THE SPECIFIC SERVICE AND UNDER THE SPECIFIC PROPOSAL UPON WHICH THE APPLICABLE CLAIM(S) IS/ARE BASED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT THAT THE CLAIMS ARE CAUSED BY A RESPONSIBLE PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. SIMILARLY, A RESPONSIBLE PARTY'S LIABILITY OBLIGATION SHALL BE REDUCED TO THE EXTENT THAT A CLAIM IS CAUSED BY, OR THE RESULT OF, THE AGGRIEVED PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR TO THE EXTENT THAT THE AGGRIEVED PARTY FAILED TO REASONABLY MITIGATE (OR ATTEMPT TO MITIGATE, AS APPLICABLE) THE CLAIMS. UNDER NO CIRCUMSTANCES SHALL TRIADA HAVE ANY LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATED TO OUT OF SCOPE SERVICES.

iv) The terms in this Section shall apply to the maximum extent permitted by applicable law. If applicable law precludes a party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for certain acts or omissions, then the terms in this Section shall apply to not limit liability for such acts and omissions, but will apply for all other acts and omissions.

f) Waiver of Liability for Admin/Root Access. We strongly suggest that you refrain from providing administrative (or "root") access to the Environment to any party other than Triada, as such access by any person other than an Triada employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non-Triada

personnel (i.e., non-Triada employees, such as in a co-managed situation) with administrative or "root" access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by Triada. Triada's business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by Triada.

g) Waiver of Liability for Legacy Devices. As used herein, "Legacy Device(s)" means any equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or no longer supported by its original manufacturer. Legacy Devices may cause vulnerabilities in your network, they may fail from time to time, or they may cause other parts or processes of the Environment to operate improperly. If a Legacy Device must remain in the Environment, or if we agree to allow a Legacy Device to operate within the Environment, or if you decline to promptly replace a Legacy Device when we request you to do so, then you understand and agree that (i) neither we nor any Third Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of the Legacy Device in the Environment, and (ii) we and our Third Party Providers will be held harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of the Legacy Device in the Environment.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party and its officers, directors, shareholders, employees, agents, successors, and assigns (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, (a) any breach of any of its representations and warranties in this Agreement; (b) real property damage or personal injury, including death, solely and directly caused by the Indemnifying Party's employees or contractors in the course of performance under this Agreement; (c) any breach of the Confidentiality Section of this Agreement but only with respect to the disclosure of Confidential Information and to the extent the disclosure is the result of actions predominantly attributable to the Indemnifying Party. The Indemnified Party will have the right, but not the obligation, to control the intake, defense, and disposition of any claim or cause of action for which indemnity may be sought under this Section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

IP INDEMNIFICATION

Subject to the terms and conditions in this Agreement, Triada will, at its cost, (i) defend Client and its officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Client Indemnified Parties") from and against any claim, suit, action, or proceeding (threatened or otherwise) made or brought by a third party against Client Indemnified Parties to the extent based upon any allegation that Client's receipt of the Services under this Agreement infringes any of such third party's copyrights, or any such third party's patents issued in the United States as of the Effective Date, or misappropriates any of such third party's trade secrets (each an "IP Claim"); and (ii) Triada shall pay any final award of damages (or settlement amount approved by Triada in writing and) paid to the third party that brought any such IP Claim.

Notwithstanding anything to the contrary, Triada shall have no obligations or liability under this Section (IP Indemnification) if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by Triada, (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement, (c) Client's failure to comply with Triada's direction to cease any activity that in Triada's reasonable judgment may result in an IP Claim, (d) any allegation by a third party that does not specifically reference a Triada Service, or that does not reference a feature of function of a Triada Service, or (e) any IP Claim for which Client does not promptly tender control of the defense thereof to Triada.

THE TERMS IN THIS SECTION (IP INDEMNIFICATION) SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TRIADA'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION (IP INDEMNIFICATION), TRIADA SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CLIENT FOR THIRD PARTY CLAIMS.

TERM; TERMINATION

Each Proposal will have its own term and will be terminated only as provided in this Agreement or as provided in the Proposal or Services Guide.

a) This Agreement. This Agreement applies to all Services and is effective as of the first date on which we provide a Service to you or on the date on which you accept a Proposal, whichever is earlier ("Effective Date"). This Agreement will terminate automatically (i) if you or we terminate this Agreement For Cause (described below), or (ii) six (6) months after the Services have been provided to you. Upon the termination of this Agreement or Services under a Proposal, all Services will immediately and permanently cease; however, the termination of this Agreement or Services under a Proposal shall not change or eliminate any fees that accrued and/or were payable to us prior to the date of termination, all of which shall be paid by you.

b) Proposals. The term of the Services will be as indicated in the applicable Proposal and Services Guide. The termination of one Proposal shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties.

c) Termination Without Cause. Unless otherwise specified in the Proposal or otherwise permitted under this Agreement, any termination of this Agreement without cause by either party, shall only be

effective upon . all Proposals natural (i.e., specified) expiration or termination date. If you terminate the Services under a Proposal without cause and without Triada's consent, then you agree to be responsible for paying the Termination Fee as defined below.

d) Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a Proposal, Services Guide, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Proposal (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) if the default is curable and the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party.

i) Remedies for Early Termination. If Triada terminates this Agreement or any Proposal For Cause, or if you terminate any Services under a Proposal without cause prior to such Proposal's expiration date, then Triada shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Triada had this Agreement or Proposal (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate this Agreement or a Proposal For Cause, then you will be responsible for paying only for those Services that were delivered up to the effective date of termination.

ii) Service Tickets. Given the vast number of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). We cannot and do not guarantee that such Conflicts will not occur, and you understand and agree that the number of service tickets submitted by you is not, by itself, an indication of default by Triada.

e) Client Activity as a Basis for Termination. If you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to Triada's other rights under this Agreement, Triada will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable Proposal For Cause.

f) Consent. You and we may mutually consent, in writing, to terminate a Proposal or this Agreement at any time. Any such consent may modify Termination Fees, if any.

Termination for Financial Insecurity. Either party may terminate this Agreement and all Proposals upon written notice if the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Termination shall be effective upon receipt of the written notice.

g) Equipment / Software Removal. Upon termination of this Agreement or applicable Proposal for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Triada equipment is located to enable us to remove all Triada equipment from the premises. If you fail or refuse to grant Triada access as described herein, or if any of the Triada equipment is missing, broken, or damaged (normal wear and tear excepted), or any of Triada-supplied

software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items.

h) Software Agents. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

i) Transition; Deletion of Data. If you request our assistance to transition away from our Services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Triada providing assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are out of scope and subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. Unless otherwise expressly stated in a Proposal or Services Guide or prohibited by applicable law, we will have no obligation to store or maintain any Client Data in our possession or control following the termination of this Agreement or the applicable Services. Accordingly, we will permanently delete all Client Data within five (5) business days of termination and Triada will not be responsible for any damages or lost data incurred by you during or after termination.

CONFIDENTIALITY

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

b) Use. The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.

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

d) Compelled Disclosure. If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, that Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser's compliance with the

provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser's expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.

e) Additional NDA. In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an "NDA") for the protection of a third party's Confidential Information. In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information. If in the normal provision of the Services we are in receipt of or otherwise have access to personal health information (as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), we will be your business associate as that term is defined under HIPAA and will enter into a mutually agreeable Business Associate Agreement.

f) The parties acknowledge and agree that a breach of this Agreement by either party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.

g) The obligations set forth in this Confidentiality Section shall apply during the term of this Agreement and for a period of one (1) year thereafter.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Proposal, or a Services Guide conveys or grants any ownership rights or goodwill in one party's Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for Third Party Software, then you understand and agree that such software is licensed, and not sold, to you, and your use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Proposal, (iii) written directions supplied to you by us, and (iv) any applicable EULA (End User Licensing Agreement); no other uses of such Third Party Software are permitted.

ARBITRATION

Except for routine collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA -certified arbitrator available within a

twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property, and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to seek an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

a) Changes to Services Guide. Services we provide and/or facilitate may be further described and governed under our Services Guide (described above). We reserve the right, and you hereby agree that we are permitted, to modify our Services Guide (and the Services themselves) from time to time, in our discretion, to accommodate changes in the industry and relevant services required under a Proposal. You will be notified of those changes (if any) by email.

b) End User Agreements. Portions of the Services may require you to accept the terms of one or more third party end user license agreements, third party customer agreements and/or third party subscription agreements (collectively, "End User Agreements"). If the acceptance of an End User Agreement is required in order for you to receive any Services, then you hereby grant us permission to accept the applicable agreement(s) on your behalf. End User Agreements may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of all applicable End User Agreements. If, while providing the Services, you or we are required to comply with an End User Agreement and that agreement is modified or amended, we reserve the right to modify or amend any applicable Proposal with you to ensure your and our continued compliance with the terms of the applicable End User Agreement.

c) BYOD. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices managed under a Proposal will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices"). We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

d) Equipment. The information on equipment returned to us at the end of the Services will be deleted; however, we cannot and do not guarantee that deleted information will be rendered irrecoverable under all circumstances. It is your responsibility to permanently delete any personal,

confidential, and/or highly-sensitive information from such equipment before returning that equipment to us.

e) Compliance; No Legal Advice. Unless otherwise expressly stated in a Proposal, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, unless otherwise explicitly stated in the Proposal, the Services are not (and should not be used as) a compliance solution. Neither the results of any Service nor any proposed or suggested remediation, action, or response plan ("Plan") are legal advice and shall not be construed as such. Client is responsible for obtaining its own legal representation related to any of Client's industry, regulatory, and/or statutory-related requirements ("Applicable Laws"). Client is advised to consult its own legal resources before relying on any advice or recommendations made by Triada that pertain to or impact Applicable Laws. Client understands that any Plan provided to Client will be based on the status of the applicable rules/laws in place at the time that the Plan is delivered, and subsequent changes to the status or content of any applicable laws/rules may render the Plan obsolete.

f) Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.

g) No Fiduciary. The scope of our relationship with you is limited to the specific Services provided to you; no other relationship, fiduciary or otherwise, exists or will exist between us. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, you hereby waive that relationship and any fiduciary obligations thereunder.

h) Virtual Security. You understand and agree that no security solution is one hundred percent effective and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Proposal, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Proposal or Services Guide, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. You will educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

i) Physical Security. You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

j) Updates. Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any device or software that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

k) No Poaching. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly hire, solicit, induce or influence any of the other party's employees. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Proposal immediately For Cause.

l) Collections. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

m) Assignment. Neither this Agreement nor any Proposal may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that the assignee expressly assumes our obligations hereunder.

n) Amendment. This Agreement and any Proposal may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is initiated by us, and that specifically refers to this Agreement or the Proposal being amended and is affirmatively accepted in writing (email or electronic signature is acceptable) by you.

o) Time Limitations. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

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

q) Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

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

s) Merger. This Agreement coupled with the Proposal and the Services Guide sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements unless they are explicitly set forth in this Agreement or in a Proposal or Services Guide. Our website and marketing materials are provided to you for illustrative or educational purposes only and are not intended (and will not be interpreted as) creating additional duties, requirements, service levels, or promises or guarantees of specific services or specific service results.

t) Force Majeure. Except for your payment obligations, neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, pandemic, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God. Each party shall use reasonable efforts to mitigate the extent of the aforementioned circumstances and their adverse consequences, provided however, that should any such delay continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying party.

u) Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

v) Governing Law; Venue. This Agreement will be governed by, and construed according to, the laws of the state of New Jersey. You hereby irrevocably consent to the exclusive jurisdiction and venue of Bergen County, New Jersey, or the federal courts in the District of New Jersey for all non-arbitrable claims and causes of action with us that arise from or relate to this Agreement.

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

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

y) Notices; Writing Requirement. Where notice is required to be provided to a party under this Agreement, such notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) day after notice is delivered by email. Where not prohibited by law, notice sent by email will be sufficient only if the message is sent to the last known email address of the recipient or such other email address that is expressly designated by the recipient for the receipt of legal notices. All electronic documents and communications between the parties, including email, will satisfy any “writing” requirement under this Agreement.

z) Independent Contractor. The parties to this Agreement are independent contractors, and are not an employer, employee, partner, or affiliate of the other.

aa) Subcontractors. Should we elect to use subcontractors to provide onsite services to you (such as the installation of equipment or the installation of software on local devices), we will guarantee that work as if we performed that work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are resold to you and, therefore, are not contracted or subcontracted services; and Third Party Providers are not our contractors or subcontractors.

bb) Data & Service Access. Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs may apply.

cc) “Per Seat” Licensing Fees. The Services may require us to purchase certain “per seat” licenses from Third Party Providers . Unless otherwise expressly stated in a Proposal, per seat licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. If we purchase per seat licenses for you, then those licenses will require a definite term—such as a one (1) or three (3) year term—which may be paid annually or monthly but, in all cases, must be paid in full by you; please see your Proposal for details. For that reason, you understand and agree that regardless of the reason for

termination of the Services, you are required to pay for all applicable per seat licenses in full for the entire term of those licenses. Provided that you have paid for those licenses in full, you will be permitted to use the licenses until they expire, even if you move to a different managed service provider.

dd) Export Compliance. You agree to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. You shall be solely responsible for such compliance with respect to Client Data that it provides to Triada.

ee) Insurance. Each party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each party is solely responsible for insuring its personal property wherever located and each party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite party.

ff) Active Negotiations. Each party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

gg) Publicity. Nothing contained in this Agreement shall be interpreted so as to permit Triada or Client to publicize its business relationship with the other party or the nature of the Services performed for Client, without the other party's prior written consent.

hh) Counterparts. The parties intend to sign, accept and/or deliver any Proposal, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Proposal, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

ADDENDUM A:

TERMS SPECIFIC TO PRODUCT SALES ONLY

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Third Party Services ("Products") made by Client, for your own internal use and not for resale, pursuant to a quotation issued by Triada ("Quotation"). Any such orders shall be subject to the terms and conditions of this Addendum A.

1. Product Returns and Warranty Assistance.

(a) You acknowledge that Triada is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.

(b) To the extent available, Triada shall pass through to you the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will Triada provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).

(c) You acknowledge that the terms and conditions governing the use of Products shall be solely between you and the manufacturer of such Products.

2. Product Use and Product Warranty Disclaimer. Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. You agree that Triada is not liable for any claim or damage arising from such use.

TRIADA MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. TRIADA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3. Shipment and Risk of Loss for Product Sales. All shipments of Products to you will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be your responsibility. Risk of loss will pass to you upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or your representative at the point of shipment.

4. Product Security Interest. Client grants Triada a security interest in the Products detailed in each Quotation, as security for payment in full. You authorizes Triada to file and/or record any documents it deems necessary to perfect this security interest.

5. Permitting Compliance for Product Sales. You will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

6. Price and Payment. The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the invoice. In the event you choose to finance your purchase using a third party, you remain liable for payment to Triada until we receive complete payment from such third party. All payments will be made in US currency. Client will pay interest in the amount of one percent (1%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

7. Export. Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation,

any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents, and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by Triada, you acknowledge that you are not relying on Triada for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, Triada from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

8. Cancelation. The purchase of Products may be canceled by you only upon written approval of Triada and upon terms that indemnify Triada against all losses related to such cancelation.

9. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM TRIADA FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL TRIADA'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. TRIADA WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS ADDENDUM A, EVEN IF TRIADA HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

10. Survival. Those provisions that by their nature should survive termination of this Addendum A, will survive termination. Without limiting the generality of the foregoing statement, Sections 1, 2, 6, 7, and 9 shall survive any termination of this Agreement.