



# Terms and Conditions to Master Services Agreement OneClick Solutions Group

These Terms and Conditions (“**Terms and Conditions**” or “**T&C’s**”) are incorporated into, and made a part of, that certain Master Services Agreement (the “**Master Services Agreement**” or “**MSA**”) entered into by and between ONECLICKFIX LLC, a California limited liability company, DBA “OneClick Solutions Group” (“**OneClick**”), and the client identified in the MSA (“**Client**,” and together with OneClick, the “**Parties**”). The MSA and these Terms and Conditions are collectively referred to in these Terms and Conditions and the MSA as the “**Agreement**”. These Terms and Conditions are deemed to be first entered into as of the effective date of the MSA (“**Effective Date**”). Except as otherwise expressly provided in these T&C’s, all defined terms shall have the meanings ascribed to them in the MSA.

Client desires for OneClick, an independent contractor, to provide information technology support services as described in more detail in the MSA in accordance with the terms and conditions of these Terms and Conditions.

## **Section 1: Engagement and Scope of Services.**

A. Client hereby engages OneClick, and OneClick agrees, to provide services under this Agreement (collectively, the “**Services**”), as described in more detail in the MSA. Such Services may include, but may not be limited to: (a) services for Client related to Client’s business technologies as may be mutually agreed by the Parties as specifically detailed and limited in the MSA (collectively the “**Managed Services**”); (b) one-time installation and setup services (the “**Setup Services**”); and (c) any additional services to the standard Service offering as set forth in the MSA. Services provided outside of the described Managed Services or Setup Services are considered to be out of scope (the “**Out-of-Scope Services**”) and are billed as described below. The Managed Services and the Setup Services shall commence following the later of (x) the date specified in the MSA, or (y) five (5) days following the satisfaction of the following conditions: (i) full execution and delivery by both Parties of a the MSA, and (ii) the satisfaction of Initial Payment Obligations as described below (“**Commencement Date**”).

B. Client agrees and understands that OneClick may use other than its own employees to provide any Services to Client (each such subcontractor or other third party, a “**Permitted Subcontractor**”). Each Permitted Subcontractor shall be bound in writing by the confidentiality provisions of these Terms and

Conditions, and except to the extent a Permitted Subcontractor has entered into a direct contract with Client, OneClick is responsible for the payment of its compensation.

C. Notwithstanding any other provision of this Agreement: (a) any subcontract entered into by OneClick with a Permitted Subcontractor does not relieve OneClick from any obligation under this Agreement and does not create or impose any obligation or liability on Client; (b) OneClick is liable to Client for the acts or omissions of each Subcontractor as if they were acts or omissions of OneClick, and Client may proceed directly against OneClick for such acts or omissions without any obligation to first proceed against such Permitted Subcontractor; (c) any matter within the control of a Permitted Subcontractor will be deemed to be within the reasonable control of OneClick; and, (d) Client will not have any obligation or liability to OneClick for any act, omission, default, breach of contract or insolvency of a Permitted Subcontractor.

D. Client agrees to pay the following as a contingency to the effectiveness of this Agreement: (a) payment of the Set-Up Fee, if any, as described in the MSA, and (b) one payment of the Monthly Cost also as described in the MSA (collectively the “**Initial Payment Obligations**”).

## **Section 2: Term and Termination.**

A. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for the period described in the MSA (the “**Initial Term**”), unless sooner terminated pursuant to this Section. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional terms equal to the length of the Initial Term unless a Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). If the Term is renewed for one or more Renewal Terms, the terms and conditions of these Terms and Conditions during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in fees in accordance with Section 3. If either Party provides timely notice of nonrenewal (a “**Notice of Non-Renewal**”), then these Terms and Conditions shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section, and the provisions of Section 3 shall apply.

B. Termination. These Terms and Conditions may be terminated by either Party immediately for cause upon written notice, if the other Party does any of the following (each a “Cause”): (a) breaches any material term or condition of this Agreement and fails to remedy such breach within 10 days of receipt of a written notice describing such breach; (b) terminates or suspends its business operations, unless it is succeeded by an assignee permitted under the terms of this Agreement; (c) exhibits unprofessional behavior (for example, verbally abusive, unprofessional language in emails or other communications, and any other behavior that would generally be considered unprofessional) or (d) resolves to appoint an administrator, provisional liquidator or liquidator, takes advantage of any statute for the relief of insolvent debtors, becomes insolvent or otherwise unable to pay its debts when due, makes a general assignment, composition or arrangement for the benefit of its creditors, files a petition in bankruptcy, seeks re-organization, or has filed against it a petition for bankruptcy which is not discharged within sixty (60) days, has a receiver appointed over any of its assets; or institutes or is subject to any proceedings for liquidation or winding up.

C. OneClick, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ninety (90) days’ prior written notice to Client.

D. The “Termination Date” for any termination of this Agreement shall be on the date of any of the foregoing events if termination is immediate, or following any notice and cure period if applicable, or following any notice period, or as agreed if by mutual written consent; provided, however, that where the Term of this Agreement is, or has converted to, a month-to-month Term, and Client is permitted to terminate upon 30 days’ notice, or if the Agreement is terminated for any other reason, then the Termination Date shall occur on the last day of the month in which the 30-day notice period expires.

E. If OneClick terminates this Agreement for Cause, or if Client terminates this Agreement for a reason other than for Cause, prior to the end of the Term or any subsequent Renewal Term, then in addition to any other amounts due to OneClick under the Agreement, Client shall promptly pay to OneClick upon invoice an amount equal to one hundred percent (100%) of the fees due during the remaining portion of the Initial Term or any Renewal Term (the “**Termination Fee**”) as liquidated damages, which amount the Parties agree is a reasonable sum considering all of the circumstance existing on the Effective Date, including the relationship of the sum to the range of the harm to OneClick that reasonably could be anticipated and the anticipation that proof of actual damages would be impracticable or extremely difficult.

F. In consideration for the Termination Fee, OneClick agrees, if requested by Client, to provide certain assistance to Client for work associated with the transition of Managed Services to a third party, billed at the rate specified in the Scope

of Services for Out-of-Scope services (the “**Transition Services**”). Provided, however, that OneClick’s responsibilities under this Agreement shall immediately cease upon OneClick’s delivery to any such third party of Client’s technology usernames, logins, passwords, and access to secured systems, both for hardware-based (e.g., Firewall) or software-based (e.g., SaaS/cloud-based solution), as well as Client’s written and digital documentation (collectively “**Client Technology Admin Logins**”). Once the Client Technology Admin Logins are transferred, OneClick’s provision of any further Transition Services will be provided in OneClick’s sole discretion. Client controls the timing of the transition to a third party, but that transition period does not impact the obligation of Client to continue to pay OneClick through to the end of the Term.

G. Upon expiration or termination of this Agreement for any reason:

i. OneClick shall be permitted, upon reasonable prior written notice to Client and during times reasonably designated by Client, to promptly remove and of its equipment, materials and its software solutions located at Client’s premises and on Client’s computers. To the extent Client removes such software solutions from its own computers, it agrees to provide OneClick, on a weekly basis, with a list of computers from which the OneClick software has been removed, with sufficient information to enable OneClick to identify which computer(s) such software was removed from, including without limitation the name of the Client User (each a “**Removal Report**”). Client acknowledges that the removal reports are integral to a termination; thus, termination by Client is not effective as a termination until and unless Client has provided OneClick with such removal reports, or certifies to OneClick that no such removal has occurred since the most recent Removal Report, if any.

ii. Each party shall:

1. return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party’s Confidential Information (as defined below) (except that OneClick may retain such documents and materials until payment in full of all fees and costs due and owing to OneClick, and that Client may retain copies of such documents and materials as may be required by its internal document retention policies, by law or by regulation),
2. permanently delete all of the other party’s Confidential Information from its computer systems, and
3. certify in writing to the other party that it has complied with the requirements of this clause.

H. In the event of a termination by OneClick or Client for any or no reason, subject to the termination conditions described in this Section 2, then in addition to any amounts that may be due

by Client, Client will promptly pay OneClick all outstanding invoices, in full.

### **Section 3: Fees and Payments.**

A. In consideration of the provision of the Services by OneClick and the rights granted to Client under these Terms and Conditions, Client shall pay the fees set forth in the MSA (the “**Fee**”).

B. Where Services are provided for (a) a fixed price, (b) a fee based on the number of Users/devices, or (c) a fee for recurring software or other solutions, the amount for such fee shall be the amount stated in the MSA.

C. Where OneClick provides Out-of-Scope Services,  
i. the fees payable for such Services shall be calculated in accordance with OneClick’s daily or hourly fee rates set forth in the MSA;  
ii. Client shall reimburse OneClick, at OneClick’s actual cost, for any pre-approved reasonable travel, along with materials, machinery, equipment, and third-party services (“**Materials**”) reasonably necessary for the provision of the Out-of-Scope Services;  
iii. OneClick shall issue invoices to Client monthly in arrears for its fees for time and Materials for such Out-of-Scope Services, together with a breakdown of any such time and Materials.

D. OneClick shall issue invoices for any and all fee structures at Client’s email address set forth below in accordance with the terms of this Section 3.

E. Invoices for Fees shall be sent on the fifteenth (15) day of the month prior to the month in which Services are to be provided. In the case of Out-of-Scope Services, OneClick shall issue such invoices promptly following the month in which such Services or Materials are incurred.

F. All invoices, regardless of the fee structure, are Net 15. All late Payments are subject to a finance charge of the lesser of 1.5% per month or the maximum amount permitted under applicable law on all balances past due, along with all of OneClick’s fees and costs, including attorney fees, incurred in connection with its collection of any such amounts.

G. Unless otherwise agreed to by OneClick, Client will pay for Services using OneClick’s payment portal (the “**Payment Portal**”). Accounts on the Payment Portal are subject to be automatically paid on the applicable due date. Payments made by any method other than using the Payment Portal will be subject to an administrative processing fee of \$50.00 per payment.

H. All payments hereunder (each a “**Payment**”) shall be in US dollars and made in accordance with this Section. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any

federal, state, or local governmental entity on any amounts payable by Client hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for Client’s account, and Client hereby agrees to pay such taxes; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, OneClick’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

I. Services may be suspended if payment is not received within ten (10) days following the due date of any Payment. In the event OneClick suspends Services for a late Payment of any kind, and does not otherwise terminate the Agreement, OneClick will resume the Services on the next business day of receipt of Payment from Client for all past due amounts, and interest if applicable, if such Payment is received by 1:00 pm PT on a business day; for any paid-in-full Payments following that time, Services will resume two business days after such receipt.

J. OneClick reserves the right, without advance notice, to modify the fees chargeable under the MSA to reflect any inflationary or cost-of-living/doing-business increases (“**Adjusted Cost**”), up to a 4% increase per each Term. The Adjusted Cost shall be measured during the period from the Effective Date up until the beginning of any Term, and then from the date of the start of a Renewal Term to the beginning of the next Renewal Term. A downward change in inflation or cost of living shall not create a decrease in the Adjusted Cost. Any cost of living increases not reflected from time to time shall not be “banked”; OneClick agrees that any such increases not implemented are waived.

### **Section 4: Client Obligations:**

A. Client agrees to:  
i. cooperate with OneClick in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to these Terms and Conditions and who will have the authority to act on behalf of Client with respect to matters pertaining to these Terms and Conditions (the “**Client Contract Manager**”);  
ii. provide such access to Client’s premises and such office accommodation and other facilities as may reasonably be requested by OneClick, for the purposes of performing the Services and each Project;  
iii. respond promptly to any OneClick request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for OneClick to perform Services in accordance with the requirements of this Agreement but no less than in accordance with OneClick’s internal quality standards;  
iv. provide such materials and/or information as OneClick may request in order to carry out the Services in a timely manner, and ensure that it is complete and accurate in all material respects (including the maintenance and preservation of all Client Technology Admin Logins);

v. ensure that all of its equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant legal or industry standards or requirements, abide by terms of any warranty issued by any manufacturer of such equipment and related software subject to the Services, and keep in working order all files, directories, and code associated with any website controlled by Client;

vi. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services, the installation of any equipment by OneClick, the use of materials supplied by Client, and the use of its equipment, in all cases before the date on which the Services are to start;

vii. except as otherwise agreed to in advance in writing by OneClick, to refrain from making and to take all actions reasonably necessary to prevent any third party from making any alterations to any hardware or software subject to the Services;

viii. notify OneClick promptly of any operational or other errors or problems with regard to any hardware or software subject to the Services and not attempt to repair any such error or other problem and to maintain reasonable and appropriate levels of physical and electronic security and protection from all environmental or physical perils, loss of data and/or any harmful or malicious electronic files;

ix. comply with all laws and regulations, including those relating to data security, privacy, copyright and/or other intellectual property rights, to ensure its operations, including those affected by the Services;

x. to perform all updates on hardware or software subject to the Services in a timely manner and in accordance with the instructions provided to Client by the manufacturer in connection with such updates; and

xi. to comply fully with all reasonable specifications, rules, regulations and policies governing the Services that OneClick provides to Client.

A breach of any of the foregoing Client obligations will be considered to be a breach, allowing OneClick to terminate this Agreement for Cause.

B. Without limiting the generality of the foregoing, Client agrees and understand that Client alone, and not OneClick, is responsible for Client's own compliance of all applicable federal, state, and local laws and regulations, foreign and domestic, including all confidentiality and security requirements, and any and all such requirement of the Gramm-Leach-Bliley Act, USA Patriot Act (or similar law, rule or regulation, VISA, MasterCard, Discover, and/or other networks. Client holds OneClick harmless from and against any and all claims or liabilities that may arise as a result of Client's lack of any such compliance.

C. Client acknowledges that OneClick will support only computers, network-attached devices, or other technology ("Tech") i) of modern standards, ii) still supported by the manufacturer, and iii) with an enforceable and paid-up service contract or warranty in place (collectively "In Compliance"). If any Tech is found not to be In Compliance, or if any Tech (as the case may be) is found to be operating with specs less than Intel i7

processor, 16GB RAM, and SSD after the Effective Date (or such other improved specs as OneClick may advise Client from time to time), Client agrees that such Tech be upgraded, or issues be remedied, within 90 days of notice from OneClick. Client's lack of compliance with the terms of this Section 4(C) will be considered a material breach of this Agreement and an effective termination for which the Termination Fee will become due and promptly payable.

**Section 5: Confidentiality.** "Disclosing Party" means a party that discloses Confidential Information under these Terms and Conditions. "Receiving Party" means a party that receives Confidential Information under these Terms and Conditions. "Confidential Information" means any information that is treated as confidential by a Party, including but not limited to all non-public information about such Party's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, marked, designated, or otherwise identified as "confidential", or known to the Receiving Party as being treated as or considered to be confidential by the Disclosing Party. The Receiving Party agrees:

i. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section;

ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement; and

iii. to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

**Section 6: Indemnification; Hold Harmless; Limitation on Liability.**

A. Each Party agrees to indemnify, defend and hold harmless the other Party, its affiliates, and their respective directors, officers, agents, employees, contractors, partners, affiliates, members, subsidiaries and successors in interest from and against any and all claims, damages, liabilities, costs, and expenses, including, but not limited to, reasonable attorneys' fees and all related costs and expenses incurred as a result of any claim, demand, judgment, or adjudication brought against the Party to be indemnified (each, a "Claim") related to or arising from

i. any breach by the indemnifying party of the Agreement, or

ii. any infringement by the indemnifying party of any third Party's intellectual property rights, including, but not limited to copyrights, trademarks, trade secrets or patents, except to the extent that any of the foregoing arises from the fraud, gross

negligence or willful misconduct of the Party seeking such indemnification.

B. Client hereby holds harmless OneClick and its affiliated companies, officers, directors, employees, agents, contractors, attorneys, and other clients (collectively, the “**OneClick Indemnitees**”) from and against all costs, expenses, claims, demands, causes of action, damages and judgments, including without limitation attorney's fees (collectively or individually a “Claim”) which may be caused by any nation state or state-sponsored attacks and/or any APT (Advanced Persistent Threat). Protection against such attacks, and the damages resulting therefrom, are not a service included in OneClick’s Services.

C. Where OneClick’s Services include updating Client’s IT infrastructure, Client shall hold harmless the OneClick Indemnitees from and against all Claims with respect to or arising out of cybersecurity incidents or business interruption, whether or not suit is actually commenced, which might be imposed upon or brought against a OneClick Indemnitee as a result of OneClick’s provision of Services pursuant to the Agreement, except to the extent such Claim or Claims were, beyond a reasonable doubt, the direct result of the act, error or omission of OneClick, and only where such act was not the result of OneClick’s mere provision of services generally. The protection afforded pursuant to this Section 6C shall expire upon the substantial completion of OneClick’s services specifically with respect to updating Client’s IT infrastructure.

D. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, ONECLICK MAKES NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, BUT NOT LIMITED TO, CLIENT’S COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS RELATING TO DATA PRIVACY AND/OR SECURITY), MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. IN NO EVENT SHALL ONECLICK BE LIABLE TO CLIENT IN ANY WAY UNDER THE TERMS OF THIS AGREEMENT OR AS A RESULT OF THE SERVICES, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE. ONECLICK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES, AND IN NO EVENT SHALL ONECLICK BE LIABLE TO CLIENT FOR ANY SERVICES RENDERED BY ANY THIRD PARTY BEFORE, DURING OR AFTER THE TERM OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH THIRD PARTY WAS

PERFORMING SUCH SERVICES UNDER THE DIRECTION OR SUPERVISION OF ONECLICK.

#### **Section 7: Representations and Warranties.**

A. OneClick warrants that the Services will be performed in a workmanlike and professional manner by qualified personnel, consistent with industry standards, and in compliance with this Agreement, and in compliance with all laws and regulations (including those relating to security, privacy, copyright and/or other intellectual property rights) with respect to the Services OneClick provides.

**Section 8: No Solicitation.** During the Term of this Agreement, and for a period of twelve (12) months thereafter:

A. Client agrees not to (and not attempt to) solicit or recruit, or in any way interfere with the relationship between OneClick and any OneClick employee or Permitted Subcontractor other contractor without the prior written consent of the President or Chief Executive Officer of OneClick, which may be withheld in such individual’s sole discretion;

B. OneClick agrees that it will not (and will not attempt to) solicit or recruit, or in any way interfere with the relationship between Client and any of Client’s employees or individual independent contractors in any capacity whatsoever without the written consent from an executive officer of Client, which may be withheld in such individual’s sole discretion.

C. Each Party acknowledges and agrees that the terms of this Section 8 are reasonable and fair given the unique and substantial investments of time and other resources each Party has made to develop and train any such individual, and that should either Party violate the terms of this Section 8, that violation shall constitute unfair competition.

**Section 9: Independent Contractors.** OneClick is an independent contractor and is not an agent or employee of, and has no authority to bind, Client, by contract or otherwise. Although OneClick may perform the Services under the general direction of Client, OneClick will determine, in OneClick’s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that OneClick will at all times comply with applicable laws and with Clients’ reasonable instructions. OneClick reserves the right to determine, in its sole discretion, if a request by Client can be addressed remotely, and if so, may choose to do so. It is not the intention of this Agreement or of the Parties to confer any third-party beneficiary rights of action upon any third party or entity whatsoever, and nothing in these Terms and Conditions will be construed to confer upon any third party or entity other than the Parties a right of action under this Agreement or in any other manner whatsoever. OneClick will be solely responsible, and accepts exclusive liability, for complying with all applicable federal, state and local laws governing its independent contractors, including obligations such as tax return filing, and paying taxes, social security, disability

and other contributions based on OneClick's performance of the Services and the fees paid to OneClick, its agents or employees under these Terms and Conditions, as well as all penalties and interest related thereto.

**Section 10: Insurance.** At all times during the Term, and for a period of three years thereafter:

A. Client shall procure and maintain, at its sole cost and expense, with proof of the same to OneClick upon request, commercial general liability and cyber liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including cyber liability, bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of OneClick under these Terms and Conditions; and

B. OneClick shall procure and maintain, at its sole cost and expense at least the following types and amounts of insurance coverage with proof of the same to Client upon request: (i) commercial general liability and cyber liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including cyber liability, bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of OneClick under these Terms and Conditions; (ii) worker's compensation with limits no less than the greater of (x) \$1,000,000, or (y) the minimum amount required by applicable law; and (iii) errors and omissions and professional liability with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

**Section 11: Force Majeure.** Each of the Parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement if and to the extent the delays or failures result from any event that prevents the affected Party from performing its obligations under this Agreement and that is beyond the reasonable control of, and not the indirect or direct result of the fault of or caused by, such Party, and such affected Party has taken all commercially reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such affected Party's ability to perform its obligations under this Agreement and which by the exercise of due diligence it has been unable to overcome (a "Force Majeure Event"). Subject to the satisfaction of the foregoing conditions, a Force Majeure Event may include, but is not limited to: acts of God or of the public enemy; U.S. or foreign governmental actions; strikes; utility interruption or failure; fire; flood; epidemics and pandemics; and freight embargoes. Economic hardship of either Party shall not constitute a force majeure event under this Agreement. In every instance of a Force Majeure Event, (i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure Event and required by any remedial measures, (ii) no obligations of any Party that arose before the occurrence of such causes shall be excused as the result of the occurrence, (iii) each Party shall use commercially reasonable efforts to remedy its inability to perform and mitigate the effects of the Force Majeure Event, and (iv) the non-performing Party shall

keep the other Party reasonably informed of its progress toward overcoming the Force Majeure Event. If the performance by either Party of its obligations under this Agreement is affected by any Force Majeure Event, such Party shall notify the other Party in writing within ten (10) business days after the initial occurrence of the claimed Force Majeure Event of the nature and extent thereof. When the claiming Party is able to resume performance of its obligations under this Agreement, it shall give the other Party prompt notice to that effect. A Force Majeure Event that gives rise to, in whole or in part, a termination of this Agreement by either Party, then such termination shall be treated as a termination and shall be governed by the duties and obligations set forth above in Section 2.

**Section 12: Audit Rights.** During the Term, OneClick will have the right to audit and copy all records of Client relating to any of Client's obligations under these Terms and Conditions, including the number of "Computers in Use" (defined in the MSA) of Services hereunder. In the event any such audit discloses a breach of these Terms and Conditions by Client or its employees or agents (which will include, without limitation, any use by Client of Services in excess of the restrictions set forth in this Agreement), Client will, in addition to such other rights and remedies as may be available to OneClick as the result of such breach, pay OneClick any fee amounts that may be owed for Client's usage of Services in excess of the rights granted hereunder, as well as the full cost of such audit and related expenses, including printing, copy and scan charges, and any costs for outside professional services, arising directly as a result of such audit. Client agrees to maintain its records for a period of four (4) years following the end of the Term and agrees to make same available to OneClick or its agents and representatives in the event of litigation or arbitration between the parties.

**Section 13: Client Cyber Security.** Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure, Client must maintain proper security for its computer and information system including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at <https://www.nist.gov/cyberframework>. It is understood that within the Services provided it is not the intent, nor does OneClick provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for Client unless otherwise specified in the MSA or other contract documents; Client therefore agrees to hold OneClick harmless from and against any such data loss or network failure as a result of a) Client's failure to comply with the terms of this Section 13, or b) cyber terrorism. As cyber threats are always evolving, it is strongly recommended that Client engage the services of a cyber protection third-party vendor to monitor the cyber controls and cyber activities in Client's system.

**Section 14: General Terms.**

A. OneClick works constantly to improve its services and develop new features to increase the value of its Managed Services. As a result, OneClick may need to update these Terms and Conditions from time to time to accurately reflect its current Managed Services and practices. OneClick will notify Client before it makes material changes to these Terms and Conditions and give Client an opportunity to review and object to them before they go into effect. Client will have fifteen (15) calendar days to object to any such update, and where such objection is received, Client will not be bound by those provisions of the updated Terms and Conditions to which it has objected until and unless the parties agree in writing. Once any updated Terms and Conditions are in effect, Client will be bound by them.

B. This Agreement may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other party. However, OneClick may transfer or assign this Agreement, in whole or in part, without the prior written consent of Client, to an Affiliate, or in connection with a merger, consolidation, or a sale or transfer of all or substantially all of the assets to which this Agreement relates, provided that all obligations of OneClick are assumed by the assignee. Notwithstanding the foregoing, OneClick shall use reasonable efforts to notify Client no less than sixty (60) days in advance of any anticipated assumption of OneClick's obligations hereunder by a third party that is not a OneClick affiliate. Client's termination of this Agreement following such notice, or within 90 days of such transfer, shall not be considered for Cause, and in the event of such termination at such time, the Termination Fee described above shall become due and promptly payable, as shall any outstanding unpaid invoices.

C. These Terms and Conditions, together with the MSA, is the entire agreement of the Parties and supersedes all prior communications, understandings and agreements.

D. These Terms and Conditions shall be interpreted, construed and governed in all respects under the laws of the State of California applicable to agreements executed and intended to be wholly performed within this State without reference to the conflict of law's provisions therein.

E. In the event of a dispute by or among the Parties (excluding a dispute requiring an injunction or another action in equity), OneClick may request, and Client shall agree to submit to non-binding mediation in San Francisco, California with an independent mediator to be held within sixty (60) days of a Party delivering written notice of a dispute to the other Party, and, in such case, the Parties agree to make a good faith effort to resolve

the dispute based on the recommendation(s) of the mediator. The Parties hereby agree to agree on an acceptable independent mediator within thirty (30) days of receiving notice of a dispute, and in the event that they cannot agree on an acceptable independent mediator within thirty (30) days of receiving notice of a dispute, then the executive director, or equivalent role, of the local bar association in San Francisco, California shall select the independent mediator.

F. Except as set forth above, any and all disputes arising under these Terms and Conditions shall be subject exclusively to the jurisdiction of the State of California and venue for any such litigation shall be proper in the courts of San Francisco County. The Parties waive all arguments of inconvenient forum.

G. In the event of any dispute between the Parties under these Terms and Conditions, the prevailing Party in such dispute shall be entitled to, in addition to such other relief as may be granted, reasonable attorneys' fees and costs of litigation as determined by a court of competent jurisdiction, or in a separate action brought by the prevailing Party for the purpose of compensation for costs of suit.

H. The rights and remedies provided herein will be cumulative and in addition to any other rights and remedies a party may have at law or in equity.

I. A breach of any of the promises or agreements contained in these Terms and Conditions, including without limitation Sections 5 and 8, may result in irreparable and continuing damage to Client for which there may be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

J. If any provision of these Terms and Conditions is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms and Conditions will remain in full force and effect. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

K. Client's execution of the MSA shall be deemed to be an acceptance of these Terms and Conditions as if these Terms and Conditions had been duly executed by the Parties.