

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) and the Service Order (“Service Order”) signed by or accepted online by Client are combined by reference and create one integrated contract (the “Agreement”) between Uprite (“we,” or “us,” including “our,” and “Uprite”) and Client (“Client”). Each of Uprite and Client may also be referred to as a Party and collectively as the Parties.

Service Orders and all the applicable documents included in the Service Order (“Included Agreements”) are legally integrated as if fully set forth as one Agreement.

Upon each new Service Order and Service Order renewal, including automatic renewals, this Agreement will be superseded by the terms and conditions set forth in the then currently published version of the MSA and the applicable Included Agreements available online as of the date on which Client’s services are renewed (the “Renewal Terms”). If Client does not agree to the Renewal Terms, Client may decline to renew services.

Definitions

These terms are used in this Agreement, Service, Orders, and any Included Agreements and mean as follows:

Agreement means this Master Service Agreement, any Service Order(s), Included Agreements as applicable, and any written modifications thereto executed by the Parties.

Uprite means Uprite Services, LLC.

Client means the person or company that has signed a Service Order or accepted it online.

Service Order means any document signed by Client or approved online by Client that describes any Services to be provided by Uprite, (which may be referred to as Quote, Service Order, Proposal, Sales Order, Change Order, or Statement of Work), all said documents are referred to herein as “Service Order”.

Services means all services Uprite provides to client as set forth in an executed Service Order or otherwise accepted by Client.

IT Outsourcing (“ITO”) means the managed IT services provided by Uprite as described in the Managed IT & Support services scope.

Service Level (“SLA”) means Uprite response, cadence, and resolution time guarantees for service requests as defined in the ITO Service Order.

SLA Achievement Percentage means the percentage calculated monthly as: (number of service tickets that met BOTH the applicable response time goal AND resolution time goal as defined in the Service Level Agreement) divided by (total number of service tickets received during the month) multiplied by 100. Response time begins when Uprite receives a service request via an approved method, or when Uprite generates an automated confirmation that the new service ticket has been created, whichever occurs first. Resolution time is the amount of time from when the request was received until it is successfully resolved.

Chronic Failure means a pattern of SLA underperformance where Uprite's monthly SLA Achievement Percentage falls below 80% in three (3) or more months within any six-month period.

SLA Target means an SLA Achievement Percentage of at least 95% in any calendar month.

Toolset means any hardware or software used by Uprite to deliver the services that Uprite provides.

Force Majeure Event means, in relation to either Party, any event or circumstance beyond the reasonable control of that Party, including act of God, fire, explosion, flood, epidemic, power failure, telecommunication or Internet failure, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes, strikes, or any other events or circumstances whether similar or dissimilar to any of the foregoing.

1. Effective Date and Enforceability.

- a) This Agreement is effective upon the date a Service Order with Uprite is signed ("Effective Date"). Client agrees that the person accepting online or signing a Service Order is the authorized agent of Client identified in such Service Order, and by such execution legally binds Client's company/business and Client's employees and agents to the Agreement.
- b) All Service Orders are specifically incorporated herein and made a part of this Agreement. In the event there is a conflict between a specific term and/or condition of this MSA, the applicable Included Agreements, and Service Orders, then the terms and conditions of the applicable Service Order prevail followed by the Included Agreements, then this MSA. The execution or approval of a Service Order is also a representation and warranty that Client has reviewed and approved this MSA. Accordingly, Client is estopped from denying the terms within this MSA once Client has executed or approved a Service Order.

2. Term.

- a) This Agreement commences on the Effective Date and will remain in effect through the last day of the last month of any current Service Order Term or until terminated by either Party as set forth below.
- b) The minimum number of Monthly Recurring Fee payments Client is obligated to pay under a Service Order equals the number of months stated in the Contract Term ("Term") of the Service Order.
- c) If multiple services are contained on a given Service Order, the Service Order Term will be fulfilled at the completion of the Term which will have begun at the start of the last service to be activated.

3. Confidentiality.

- a) Client and Uprite understand and agree that the terms and conditions of this Agreement and all Service Orders are confidential between Client and Uprite and neither Party will disclose the terms and conditions to any person other than such Party's directors, officers, employees, accountants, representatives, or agents (collectively referred to herein as "Agents") who have a need to know such information for purposes of this Agreement. Neither Party and its Agents will at any time or in any manner, either directly or indirectly, use for their personal benefit or for any reason other than the performance of this Agreement, or divulge, disclose, or communicate in any manner any of the other Party's confidential information. Both Parties will protect such information and treat it as strictly confidential. Further, from time to time, in connection with this Agreement, either Party may disclose or make available to the other Party confidential or proprietary information concerning its business, clients, products, or services (together, "Confidential Information"). Each Party agrees that (a) neither it nor its Agents will use Confidential Information belonging to the disclosing Party for any purpose other than for purpose(s) of this Agreement and (b) both will take all reasonable precautions to ensure that neither it nor its Agents disclose the Confidential Information of the other Party to any person (other than to such Party's Agents who have a need to know such Confidential Information for purposes of this Agreement). Each Party is liable for the breach of the Confidentiality clauses of this Agreement ("Confidentiality Section") by it or any of its respective Agents.
- b) Confidential Information does not include any information that (a) was acquired from a source other than Client or Uprite, as applicable, or their respective Agents, provided such source is not bound by a confidentiality agreement or other type of agreement with disclosing Party or otherwise prohibited from

providing such information to the receiving Party; or (b) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public through no fault of the receiving Party or any of its Agents.

- c) The Parties obligations under this Confidentiality Section will terminate three years after the termination or expiration of this Agreement; however, any Confidential Information that constitutes a trade secret remains subject to this Confidentiality Section for so long as such information constitutes a trade secret. This provision will survive termination of this agreement.
 - d) Upon request, the receiving Party shall return, in any form whatsoever, any specific Confidential Information of the disclosing Party (that is not considered Proprietary Information) to the disclosing Party so long as such return does not interfere with or prevent the Services requested in this Agreement. A Party may disclose the other Party's confidential information if it is required to be disclosed by law, judicial order, administrative order, subpoena, interrogatory, discovery request, investigative demand or other legal requirement or legal process, provided, however that such disclosing Party will promptly notify the other Party to the extent it may legally do so of any such requirement or order and will cooperate with the other Party to contest any such requirement or order.
 - e) The disclosing Party remains the owner of all Confidential Information and all documents of any nature that contain or are derived from Confidential Information provided by such Party, including all rights therein. The receiving Party has no license or rights with respect to the use of such Confidential Information other than as contemplated in this Agreement, nor is the disclosing Party restricted in providing and disclosing its Confidential Information to other sources for the same or different purposes.
 - f) If there is a breach of this Confidentiality Section, the disclosing Party would be irreparably, continuously, and immediately harmed and could not be made whole by monetary damages. In addition to any other remedy to which it may be entitled at law or in equity, the disclosing Party is entitled to an injunction or injunctions (without the posting of any bond, without proof of actual damages and without requirement to prove irreparable harm) to prevent breaches or threatened breaches of this Confidentiality Section and to compel specific performance of this Confidentiality Section, and neither the receiving Party nor its Agents will oppose the granting of such relief.
 - g) Client understands that Uprite will have access to Client's private and proprietary information, and that said access is required to fulfill its obligations under this Agreement.
4. Authorized Client Representatives. Client will provide Uprite with the names of Authorized Client Representatives who are empowered and authorized, on behalf of Client, to approve work and activities under this Agreement, and enter into contracts for additional goods and services provided by Uprite. Except as otherwise provided herein, all notices furnished by Uprite shall be sent to the Authorized Client Representatives.
 5. Out of Scope. It is understood that all services requested by Authorized Client Representative that fall outside of a Service Order's included services will be considered projects or out-of-scope services, and will be quoted and billed as separate, individual services and require prior written approval by an Authorized Client Representative.
 6. Third Party Providers/Services. Some services may be provided to you directly by Uprite personnel, such as situations in which our personnel install software agents on managed devices or physically install equipment at your premises. These services are distinguishable from services that are provided to Client or us by third party providers, who are often referred to in the industry as "upstream providers." (In this Agreement, we refer to upstream providers as "Third Party Providers" and the services that are provided by Third Party Providers are referred to as "Third Party Services"). By way of example, Third Party Services may include help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, and the provision of software used to monitor the managed part of your network, among others.

- a) 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 to you under a Service Order.
- b) Reseller. We are resellers of the Third Party Services and do not provide those services to you directly. For this reason, we are not and cannot be responsible for any defect, omission, or failure of any Third Party Service, or any failure of any Third Party Provider to provide its services to you or to us. Third Party Services are provided on an “as is” basis only. If an issue requiring remediation arises with a Third Party Service, then we will endeavor to provide a reasonable workaround or, if available, a “temporary fix” for the situation; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third Party Services will run in an uninterrupted or error-free manner.
- c) Price Increases. We reserve the right to pass through to you any increases in the costs and/or fees charged by Third Party Providers for the Third Party Services (“Pass Through Increases”). Since we do not control Third Party Providers, we cannot predict whether such price increases will occur, however, should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.

7. Billing and Payment.

- a) Monthly Recurring Fees.
 - i) Fifty percent of the first Monthly Recurring Fee will be invoiced upon signature; and payment is required to schedule service onboarding. The remaining fifty percent of the first Monthly Recurring fee will be invoiced upon commencement of services.
 - ii) Subsequent Monthly Recurring Fee invoices will be sent in advance of service performed. Uprite will calculate the quantity of supported users, locations, devices, etc. that were active during each month. The new quantity will be reflected on the subsequent month's invoice. The Monthly Recurring Fee for any Service Order will change as the number of supported users, devices, and other items fluctuate, subject to any minimums that may be specified.
- b) Software License Subscriptions.
 - i) Uprite will calculate the quantity of licenses that were active during each month. Software / service licensing is invoiced to client in arrears. Quantities are not prorated for partial months.
 - ii) Uprite may purchase certain “per seat” licenses from Third Party Providers (such as, for example, Microsoft which sells per seat licenses under its “New Commerce Experience” licensing model) for Services to Client. Unless otherwise expressly stated in a Service Order, per seat licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. Those licenses will require a definite term—such as a one- or three-year term—which may be paid annually or monthly but, in all cases, must be paid in full by Client. For that reason, Client understands and agrees that regardless of the reason for termination of the Services, Client is required to pay for all applicable per seat licenses in full for the entire term of those licenses. Provided that Client has paid for those licenses in full, Client will be permitted to use the licenses until they expire.
- c) Hourly and One-time Fees.
 - i) For one-time service setup and onboarding fees, Uprite will issue an invoice in advance of setup commencement.

- ii) For managed services, Uprite will issue an invoice for Engineering Services, travel charges (Trip Fees), reimbursable expenses, and flat fee services at the end of each month.
- iii) For time and materials, Engineering Services, and Out of Scope Services, Uprite will invoice for labor and expenses twice monthly. All billable labor will be rounded up to the quarter hour, with a one hour minimum per site visit, at the then current hourly rate posted online at <https://www.uprite.com/rates> ("Rates"). All billable labor outside normal business hours is charged at 1.5-times the regular hourly rate.
- iv) For hardware and software licenses, Uprite will invoice when the order is placed; and a deposit will be required for orders greater than three hundred dollars.
- v) For hardware warranties, warranty renewals, software license support, and/or hardware support renewals, Uprite will invoice Client prior to ordering, and will provision the service when payment is received.

d) Invoicing and Rates.

- i) The rates and fees for any Services provided to Client by Uprite under this Agreement shall be as set forth in the applicable Service Order. Changes in the Service (including changes in the volume of the Services) and changes in the rights or obligations of the Parties under this Agreement may result in adjustments to the fees if such change requires Uprite to perform additional work.
- ii) It is a business reality that labor and technology costs increase each year. Uprite relies on high-quality employees who must be retained with competitive compensation plans, very much to Client's business benefit. In the first quarter of each calendar year Uprite will evaluate the cost of delivering services, and may, in our sole discretion, on a per client basis, increase hourly rates and monthly recurring fees by up to eight percent (8%) as a cost adjustment.
- iii) Notwithstanding the foregoing, Uprite reserves the right (a) to refuse to support any IT related changes Client has made or (b) to propose a change in per unit rates and fees for any specific Service on any Service Order. If Client and Uprite are not able to reach agreement on the revised rates and fees within 30 days of the proposal, either Client or Uprite may, at the end of the thirty-day period immediately terminate the specific Service on the applicable Service Order. This termination remedy is only applicable to this paragraph. From thirty days after the proposed change until the termination date, the new proposed fees will apply. Termination of a specific Service as a result of such disagreement does not constitute a breach of this Agreement by either Party.
- iv) Uprite will send all invoices electronically by email to the designated billing contact. Uprite will provide an online payment gateway and assist Client to set up automatic payments using their bank account / ACH. Client may pay invoices by credit card but will be charged an additional fee to reimburse Uprite for merchant banking charges. Client's bank account will be automatically drafted for payment fifteen days after the receipt of invoice, unless Uprite has been notified of an invoice issue that needs to be addressed. Invoice issues should be emailed to finance@uprite.com.
- v) Client must provide Uprite with valid electronic payment information and authorizes Uprite to charge Client for all recurring services for the initial Term and any renewal term as set forth in the applicable Service Order. For Services billed on a flat-rate basis, Uprite will charge Client in advance before Services are rendered. For Services billed on a metered or measured basis, Uprite will charge Client after the Service is rendered. Uprite will invoice for, and Client will pay Uprite one-time fees for Services as described in the applicable Service Order in accordance with this Agreement.
- vi) Payment for undisputed portions of each invoice are due upon receipt and must be received within 30 days from date of invoice. Failure to pay all undisputed amounts when due and payable is a Client Default and a breach of this Agreement, and Uprite may exercise any or all of our remedies under this Agreement.

- vii) If Client disputes any portion of an invoice, Client must provide Uprite with written notice containing details of the dispute together with all relevant supporting documents within 30 days from the date of the invoice. Failure to raise a dispute within 30 days shall be deemed a waiver by Client of its right to later raise a dispute with regard to such amounts. Each Party agrees it will make reasonable efforts to resolve the dispute.
- viii) If payment is not received within thirty days, then Client will be charged a late fee equal to one and a half percent (1.5%) per month, or the lesser applicable legal rate, of the unpaid amount. Uprite may also assess a fee for any payment transaction returned for insufficient funds or not paid when presented for payment.
- ix) Client's entire account with Uprite must be current and in good standing to ensure continued delivery of services. Uprite reserves the right to suspend service if invoices are not paid timely. Uprite will not be held liable for business interruption, loss, or damages resulting from suspension of service due to non-payment.
- x) Client will reimburse Uprite for all costs incurred in collecting any overdue payments and related interest, including without limitation attorneys' fees, legal costs including post-judgment collection legal fees, court costs, and collection agency fees.
- xi) Client authorizes Uprite to obtain Client's credit and financial information as Uprite deems appropriate and necessary to evaluate Client's credit worthiness.
- xii) If Uprite has applied a credit to Client's account, the credit will be forfeited if not used within one year.

e) Travel Charges. Unless otherwise specified in a Service Order, Client will be charged for travel time at one half of the standard hourly resource billing rate ("Travel Time Rate"). Actual travel and living expenses, based upon the GSA Travel guidelines, for the location of the performance of the services will be billed as incurred.

8. Remediation Expenses.

- a) In the event that Uprite is required to provide services necessitated by vandalism, theft, misuse, neglect, acts of third parties, fire, water, casualty, acts of God, mob violence, labor disputes, malfunction of affiliated equipment, electrical failure, accidents, unauthorized material modification of Client's IT environment or repair of software, failure to allow or cause installation of the Toolset, or from other causes unrelated to the ordinary operation of hardware or software, such services are not subject to the SLA and will be deemed an Out of Scope Service regardless of whether it would otherwise be included.
- b) Any work that is requested by Client or becomes necessary due to: (a) Client's use of any third-party hardware, software, information, or materials not approved by Uprite; (b) Client's use of any Non-Covered Device; (c) hackers or other intentional or accidental damage or destruction of systems or data, including damage by Client's employees or representatives; (d) Client's performance of technical support functions or Client's unauthorized modification or repair of software; (e) Client's failure to follow Uprite recommendations or to allow or cause installation of the Toolset; and (f) Client's failure to comply with other obligations under the Agreement, including (i) notifying Uprite of known system malfunctions or (ii) providing the Minimum Notice Required for implementation as defined in the ITO Scope of Services is deemed an Out of Scope Service regardless of whether it would otherwise be included.

9. Telephone Call Recordings. Uprite may record telephone calls between Uprite and Client for quality, training, and forensic purposes. By entering into Service Order agreements with Uprite, Client consents to such recordings and agrees that it is Client's responsibility to notify all members of Client's staff that such recordings are occurring.

10. Expectations of Uprite and Uprite Default.

- a) Uprite shall perform or provide for the performance of the specified Service(s) set out in Client's Service Order(s) in accordance with the terms of this Agreement.
- b) An "Uprite Default" is deemed to have occurred upon the occurrence of a material breach of this Agreement by Uprite if such failure has not been remedied within 30 days after Client has delivered to Uprite written notice which sets forth with specificity the problems complained of and the specific remedial measures required to solve the identified problems; provided that if such failure is not capable of being cured within such 30 day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time in Uprite's sole discretion (not to exceed ninety days). Uprite then agrees to exercise reasonable diligence to cure such failure and provide Client reasonable notification of the status of the remedy.

11. Expectations of Client and Client Default.

- a) Client must perform the following as related to any contracted Service set out in Client's Service Order(s):
 - i) Return calls or e-mail messages to Uprite to continue or complete resolutions
 - ii) Permit Uprite to establish remote assistance sessions for resolutions
 - iii) Not remove, delete, or fail to allow or cause installation of any Uprite-provided or installed tools
 - iv) Be available to demonstrate or clarify reported IT issues, as part of investigation
 - v) Inform Uprite of time constraints or priority changes during interactions
 - vi) Participate in verifying issue resolution
 - vii) Contact Uprite to re-open a completed issue if it recurs
 - viii) Approve travel scheduling and expenses for Services outside of Uprite Service Areas
 - ix) Contact Uprite immediately if Client believes that products or services managed by Uprite are not functioning properly.
- b) Client agrees that Client has the sole responsibility for purchasing enough licenses for Uprite's use in providing Services as required by EULAs (End User License Agreements) on all servers, desktops, and laptops and if such software licenses do not exist, Client is solely responsible for timely acquiring any currently needed licenses and any licenses for additional servers, desktops, and laptops that are added. Client agrees to indemnify Uprite for any installation, configuration, or use of software that is not appropriately licensed and for defense of Uprite or for remediation necessitated by Client's action or non-action. Client understands and acknowledges that Client is solely responsible and liable for all licensing of software Client purchases or uses.
- c) Client understands that some Services provided by Uprite may rely on a third-party vendor (such as Microsoft, VMWare, Adobe, Dell products, and the like). Client agrees to use software/hardware in a manner as specified in the instruction manual and to abide by all EULAs, Acceptable Use Policies, and Terms of Use of the third-party vendor for any Third-Party Products provided to Client for the performance of the Services on the applicable Service Order. In setting up or managing Services Uprite may accept such Terms of Use on Client's behalf. Uprite will provide Client with applicable Third-Party Product Terms of Use within ten days of a written request.
- d) Client must provide in advance in writing, and Uprite must agree to, any policy or procedure Client expects Uprite to honor or abide by in the performance of this Agreement.
- e) Client is required to maintain appropriate backup services for Client Data. If Client's backup system is or becomes inadequate to properly protect Client Data, Uprite will provide notice to Client and request that Client approve an adequate Uprite backup Service Order. Client hereby agrees and releases Uprite from any liability for any service interruption, data loss, or damages that occur as a result of Client's inadequate backup services during any time in which Client has failed to approve such request and until Client receives notice from Uprite that said backup Service Order has been implemented.
- f) A "Client Default" is deemed to have occurred upon the occurrence of any of the following:

- i) Client's failure to make, when due, any payment required under this Agreement
 - ii) Client's failure to provide and keep current its electronic payment information
 - iii) Client's failure to perform the expectations specified in the Expectations of Client and Client Default clauses of this Agreement.
- g) If Client is in Client Default, in addition and without prejudice to Uprite's right to terminate as set forth below, Uprite has the right, upon 48 hours written notice, to suspend the performance of all or part of the Services under this Agreement for so long as such Client Default is continuing. Client accepts full responsibility for any loss, cost, and expense Client may incur due to such suspension and acknowledges that the Limitations of Liability provisions set forth herein specifically apply to this situation.

12. Termination.

- a) All terminations are effective the last day of the month and no prorations or refunds will be issued.
- b) For Convenience.
 - i) Uprite will give Client at least 60 days' notice of intent to terminate any Service Order if Uprite wishes to terminate Services at the end of any current Term.
 - ii) Client will give Uprite 60 days' notice, but no more than 90 days' notice, of Client's intent to terminate any Service Order at the end of any current Term.
 - iii) If Client cancels any Services ordered under this Agreement before the expiration of the Term specified on the applicable Service Order for any reason other than Uprite Default, or if Uprite terminates this Agreement due to Client's default, Client will within 15 days of notice pay Uprite, as liquidated damages and not as a penalty, an amount equal to eighty-five percent of the average monthly amounts invoiced in the preceding four months, multiplied by the number of months remaining in the current term. The Parties acknowledge that actual damages would be difficult to calculate with reasonable certainty. These damages will be in addition to all other obligations or amounts owed by Client to Uprite.
- c) For Cause.
 - (1) Either Party may terminate this Agreement immediately in the event either Party becomes bankrupt or becomes insolvent. If either Party merges with or into, or reorganizes, amalgamates, consolidates, or enters into any other transaction in which substantially all of its assets are transferred to another person or entity that fails, upon request, to assume in writing all of the obligations under this Agreement, the non-transferring Party may terminate this Agreement immediately.
 - (2) If a Force Majeure Event prevents performance under this Agreement for a period in excess of 45 days, then the Non-Affected Party (as defined in the Force Majeure clauses of this Agreement), may elect to terminate this Agreement subject to 15 days prior written notice to the Affected Party. Nothing herein shall terminate Client's obligation to make payment for work performed.
 - (3) Termination by Client.
 - (a) Upon the occurrence of Chronic Failure, upon 30 days' prior written notice, Client may terminate the ITO service on the applicable Service Order. Uprite will not be liable to Client or any third party for any costs or expenses with respect to such termination.
 - (b) Upon Uprite Default as defined herein, if Uprite fails to cure within the notice period in accordance with the Expectations of Uprite and Uprite Default clauses of this Agreement and Client had provided written notice of its intention, Client may immediately terminate this Agreement or one or more of the Services.

(4) Termination by Uprite. Uprite may terminate this Agreement upon a Client Default subject to 30 days' prior written notice to Client. Uprite may, either additionally or in the alternative, elect to terminate one or more of the Services for which a Client Default has occurred.

d) Effect of Termination.

(1) Upon termination, Client must promptly pay any amounts due and owing to Uprite.

(2) All Client Data, including but not limited to data backups, maintained by Uprite, may be deleted.

13. Offboarding. Upon termination of this Agreement Uprite will promptly assist Client, at Client's sole expense, in the reasonable and orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Uprite on a time and materials basis at standard bill rates for rendering such assistance, in addition to any fees owed for services through the termination effective date. Client understands that the remaining term of licenses must be paid in full within thirty days of the termination effective date. This paragraph shall survive the termination of this Service Order.

14. Holdover. If Client informs Uprite after Client has submitted a termination notice that Client wishes to retain a service beyond the stated termination date ("Holdover"), Uprite may delay the termination process. Uprite has no obligation to re-activate or re-deploy services that may have already been deactivated as part of Client's originally scheduled termination prior to Uprite's receipt and acknowledgment of Client's intent to retain services beyond the termination date. Client will be required to immediately execute a Holdover Agreement and to remit Holdover fees in an expedited manner specified by Uprite. The Holdover fees will be equal to Client's total last monthly service fees prior to the date of termination, plus 20%. Services in effect at the time of termination may not be held over individually; Holdover will apply to all still-active services as a single package. If Client fails to execute a Holdover Agreement or remit the Holdover fees when due, the Holdover Agreement will be invalidated, and all services will be terminated by close of business on the next business day following the originally specified termination date.

15. Digital Signatures. A digital signature, as provided for under applicable law, is the same as a physical, written signature for the purposes of this Agreement. Any electronic or digital signature provided by a party to this Agreement shall have the same legal effect as an original signature and shall be binding on the party providing such signature. The parties agree that any electronic or digital signature, whether scanned, typed, or made using electronic signature software, shall be deemed an original signature for all purposes under this Agreement.

16. Taxes. When applicable, Uprite will collect and pay sales tax for services rendered under this Agreement. Applicable sales taxes shall be added to each invoice. Client shall pay sales taxes unless a valid exemption certificate is furnished to Uprite.

17. Assumption of Risk and Compliance.

a) Uprite has no liability to Client and Client assumes all risk for any loss or damage arising in whole or in part from or relating to: (a) use of any third-party hardware, software, information or materials not approved or recommended by Uprite; (b) viruses, hackers or other intentional or accidental damage or destruction of systems or data, including damage by Client or Client's employees or representatives, although Uprite will make every commercially reasonable effort to proactively minimize exposure to such risks; (c) any event beyond Uprite's or Client's control including, without limitation, power failure, natural disaster, building modifications, or other events of a magnitude or type for which precautions are not generally taken in the IT service provider industry; and (d) Client's failure to perform one or more of Client's obligations set forth in this Agreement or any Service Order.

b) Client acknowledges that the disclaimers in this MSA apply to any alleged damages or claims related to data loss, data corruption, or breaches of Client's network security arising out of or occurring simultaneously with the provision of any Services by Uprite. Accordingly, Client represents and warrants

to Uprite that Client has obtained at least \$1 million cybersecurity insurance coverage and any additional insurance policies that can adequately reimburse Client for any such data loss occurrences. Client must provide a copy of its cybersecurity insurance policy.

- c) Client is responsible for the accuracy of information submitted to its insurance carrier(s) and assumes all risk related to the information submitted.
- d) In some cases, Uprite may be transporting Client Equipment that contains Client Data. Uprite is unable to obtain insurance to cover loss of data during transit of Client Equipment containing such Client Data. Therefore, if Uprite moves or has equipment moved on Client's behalf, Client represents and warrants to Uprite that Client has obtained all the necessary insurance policies that can fully reimburse Client for any data loss occurrences or that Client will not suffer any unreimbursed financial damages related to the loss of or damage to Client Data.
- e) Client has full and exclusive responsibility for understanding and making commercially reasonable efforts to achieve compliance with any regulatory, legal, or contractual obligations related to its business and to its data created, generated, or held by Client (including all such data held or backed up on Client's behalf by Uprite).

18. Client Data and Network Security.

- a) Client accepts ultimate responsibility and liability for the protection and preservation of Client Data and computer network through the creation and supervision of a company-wide network security operational plan. Uprite is an advisor only. Client acknowledges and understands that Uprite is neither a bailee nor a fiduciary of Client Data, and that network security is Client's principal and fundamental responsibility and is dependent upon the education, training, and cooperation of every one of Client's employees, agents, and contractors who have access to Client's network.
- b) VIRUSES AND MALWARE MAY NOT BE ABLE TO BE REMOVED WITHOUT DELETION OF CERTAIN FILES. DURING THE RENDITION OF SERVICES, UPRITE WILL INFORM CLIENT BEFORE THE DELETION OF DATA, IF POSSIBLE. ONCE ANY DATA HAS BEEN DELETED FROM THE NETWORK SYSTEM, THE DATA MAY BE CONSIDERED COMPLETELY UNRECOVERABLE BY ANY MEANS. BACKUPS SHOULD BE STORED IN A LOCATION OTHER THAN AN ONSITE AREA BEING REPAIRED OR UPGRADED.
- c) UPRITE IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CLIENT DATA RESULTING FROM, ARISING OUT OF, OR RELATED IN ANY WAY TO CLIENT PERFORMING THE BACKUP OF ELECTRONIC DATA.
- d) Client acknowledges that data backup and continuity services are not the same as data archiving services. Data backups are used to restore data in case it is corrupted or destroyed within the backup retention period. In contrast, data archives store information that is not needed for everyday operations but may occasionally need to be accessed, is still important and necessary for future reference, or must be retained for regulatory compliance. Client assumes complete responsibility and control for archiving Client's data.
- e) If Uprite provides data backup or management of Client's backup systems, Uprite will make commercially reasonable efforts to complete each backup. Backed up data is like a snapshot of files at a specific point in time and that snapshot is retained for a period of at least seven days unless otherwise specified. A restoration from a backup will replace only the files contained in the then current retention period. For backups performed outside of Uprite Data Centers, Client agrees to complete all recommended and necessary steps to ensure successful data backup. Certain exceptions, including but not limited to backup exceeding time window, files open, backup client not accessible, backup system failure, or inability to restore from backup, may from time-to-time cause interruption to any backup service. Accordingly, Uprite does not warrant the validity or availability of the data that is being backed up.

19. Monetary Remedies for Failure to Meet SLA.

- a) For the purpose of determining monetary remedies for failure to meet SLA, the SLA Achievement Percentage is calculated monthly for each Service Order.
- b) If during any calendar month, Uprite fails to meet the SLA Target, then Client becomes entitled to a credit equal to one day of the Monthly Recurring Fee per percentage point missed below 95%. Such credit is Client's sole monetary remedy. Credits will be applied to Client's account upon Client's written request to Uprite made within thirty (30) days of the last day of the month in which the SLA failure occurred. Client will only receive a credit for any failure to meet the SLA so long as Client's entire undisputed account is current and in good standing at the time of the request. In no event will the total credits for any occurrence exceed Client's then current Monthly Recurring Fee for ITO.
- c) Notwithstanding the foregoing, Uprite will not be deemed responsible for a failure to meet the SLA if any of these are present: (a) a Force Majeure; (b) Client's breach of this Agreement; (c) intentional acts or omissions of Client or Client's employees or agents causing damage or harm to Client's IT environment; (d) the malfunction of facilities, electrical power, or equipment Client provided; or (e) the failure of any software to perform in accordance with its specifications and such failure is not caused by Uprite's negligence or willful misconduct; (f) any scheduled maintenance (including upgrades, repairs, replacements, or scheduled backups) or other mutually agreed-to downtime; (g) any downtime caused by: (i) changes Client made to applications or data; (ii) Client's use of ROOT or ADMIN privileges to any device; (iii) Client's requiring Uprite to maintain, or continue to run, unsupported software or hardware; (iv) or failures resulting from repair or replacement recommended by Uprite but rejected or delayed by Client for any reason.

20. WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY.

- a) WARRANTIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE SUITABILITY OR PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY REPRESENTATIONS CLIENT OBTAINED FROM UPRITE CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR FROM ANY ADVICE, RECOMMENDATION, OR INFORMATION, WHETHER ORAL OR WRITTEN.
- b) THIRD-PARTY PRODUCTS AND WARRANTIES. CLIENT ACKNOWLEDGES THAT UPRITE DOES NOT MANUFACTURE HARDWARE OR SOFTWARE OR PROVIDE POWER OR INTERNET SERVICES. ALL HARDWARE AND SOFTWARE IS PROVIDED ON AN "AS IS" BASIS EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. "Third-Party Products" means any third-party hardware, services, or software. Some manufacturers' warranties or service contract terms and conditions for Third-Party Products may become void if Uprite or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). UPRITE DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT UPRITE OR RECOMMENDATIONS MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Client and Uprite, Third-Party Products are exclusively subject to terms and conditions between the Third-Party and Client. Uprite has no liability for Third-Party Products and Client must look exclusively to the Third-Party for any damages or liability with respect to the provision of such Third-Party Products. Except as otherwise specifically agreed to in a Service Order, Client authorizes Uprite (or otherwise obtains the rights for Uprite) to copy, install and modify, when necessary and as required by the Service Order, all Third-Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. For any Third-Party products or services acquired by Client, Client warrants to Uprite that Client has obtained any licenses, consents, regulatory certifications, or approvals required to give Uprite and our subcontractors or employees such rights or licenses to access, copy, distribute, use, modify (including creating derivative works) or install any Third-Party Products to be used in the Services, without

infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

- c) DISCLAIMERS. UPRITE DOES NOT WARRANT OR REPRESENT THAT THE SERVICES PROVIDED WILL CAUSE CLIENT'S NETWORK AND COMPUTER SYSTEMS (INCLUDING COMPUTER HARDWARE, COMPUTER SOFTWARE, CONNECTED AND INTEGRATED DEVICES) TO FUNCTION WITHOUT ERROR OR INTERRUPTION. CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN OPERATING A NETWORK CONNECTED TO THE INTERNET THAT COULD RESULT IN LOSS OF CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION, AND CLIENT DATA. CLIENT FURTHER ACKNOWLEDGES THE RISK THAT ANY TOOLS INSTALLED BY UPRITE MAY NOT DETECT, UNTIL AFTER IT OCCURS, ANY SYSTEM FAILURE OR FAILURE OF ANY DEVICE. TO THE EXTENT PERMITTED BY LAW, UPRITE DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CLIENT HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE CLIENT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN.
- d) LIMITATION OF DAMAGES. THE LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, IRRESPECTIVE OF WHETHER UPRITE HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. CLIENT'S SOLE REMEDY FOR ANY UPRITE BREACH IS AS SET FORTH IN THIS AGREEMENT. UPRITE IS NOT LIABLE FOR ANY OTHER ALLEGED BREACH THAT UPRITE COULD NOT HAVE REASONABLY FORESEEN ON THE EFFECTIVE DATE. FURTHERMORE, UPRITE IS NOT LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, EXPECTANCY, RELIANCE, OR RESTITUTION DAMAGES NOR IS UPRITE LIABLE TO CLIENT FOR LOST BUSINESS, LOST PROFITS, OR ANY OTHER SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO COST OF REMEDIATION OR REPAIR, REPLACEMENT OF LOST DATA, LOST DATA DAMAGES, BUSINESS INTERRUPTION DAMAGES, SUBSTITUTE VENDORS, ATTORNEYS' FEES, OR ANY OTHER OUT OF POCKET COSTS AND EXPENSES CLAIMED TO ARISE OUT OF AN ALLEGED UPRITE BREACH, ACTION, OR INACTION. NO CLAIM MAY BE ASSERTED BY CLIENT AGAINST UPRITE WITH RESPECT TO ANY EVENT, ACT, OR OMISSION THAT OCCURRED MORE THAN ONE YEAR PRIOR TO SUCH CLAIM BEING ASSERTED.
- e) WAIVER OF CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT. CLIENT WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CLIENT VOLUNTARILY CONSENTS TO THIS WAIVER. CLIENT AGREES THAT CLIENT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN ENTERING INTO THIS AGREEMENT. CLIENT AGREES THAT THIS WAIVER IS CONSPICUOUS.
- f) AGGREGATE LIABILITY. NOTWITHSTANDING THE FOREGOING, UPRITE'S AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS CLIENT PAID FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE SIX-MONTH PERIOD PRIOR TO UPRITE'S RECEIPT OF WRITTEN NOTICE OF THE CLAIM. CLIENT ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, THAT THEY REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT, AND THAT UPRITE WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY OR THE FEE FOR THE SERVICES PROVIDED BEING SUBSTANTIALLY HIGHER.

- g) Any legal action arising out of this Agreement shall be barred unless commenced within one year of the act or omission giving rise to the action. Such limitation shall not apply to any actions asserted against Client by Uprite arising from any delinquencies in payment.
21. Indemnification. Each Party shall indemnify, defend and hold the other Party, its directors, officers, agents, employees, and/or representatives, harmless from all liabilities, damages, loss, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that such Party may suffer, sustain or become subject to as a result of any misrepresentation or breach of warranty, covenant, or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement except to the extent such cause of action, loss, expense, or liability is caused solely by the negligence or willful misconduct of the indemnified Party. If a cause of action arises from the negligence of both Parties, the relative burden of the cause of action will be attributed between the Parties under the principles of comparative negligence.
22. Representations and Warranties. Client represents and warrants that all approvals and consents for purchasing products or performing the Services that Client authorizes have been obtained or will be obtained at Client's expense. Both Parties represent and warrant that: (a) each is financially solvent and has the ability to perform its obligations hereunder; (b) each has the right to use any intellectual property that it provides to fulfill this Agreement and related Service Orders; (c) each is in compliance with laws and regulations applicable to its business; and (d) each will perform all its obligations under this Agreement on time. Each Party warrants that it has full power and authority to enter into this Agreement, and all necessary legal action has been taken to authorize the individual signing this Agreement on its behalf. Further, each Party agrees that an electronically signed or a signed electronically submitted copy of this Agreement has full force and effect.
23. Client Property. Client may provide to Uprite property owned by Client. Furnished property shall be used only for the performance of this Agreement. Title to furnished property shall remain with Client. Uprite shall clearly mark (if not so marked) all furnished property to show its ownership. Except for reasonable wear and tear, Uprite shall be responsible for, and shall promptly notify Client of any loss or damage to furnished property. Without additional charge, Uprite shall manage, maintain, and preserve furnished property in accordance with good commercial practice. Upon termination of this Agreement, Uprite shall immediately return the furnished property to Client.
24. Non-Solicitation of Employees. For the duration of this Agreement and for a period of one year following the last date of service from Uprite, neither Party (and its agents, employees, or affiliates) will, directly or indirectly, recruit, or attempt to recruit, discuss employment with, or otherwise utilize the services in any capacity of any person who is or was Client's employee or an employee or independent contractor of Uprite (each a "Party Employee") during the Term. Neither Party shall be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any Party Employee and provided further however that both Parties shall be restricted in hiring any Party Employee who responds to any such general solicitation. If either Party hires or contracts with a Party Employee in any capacity, the breaching Party agrees that it shall pay to the non-breaching Party, as liquidated damages, an amount equal to two times the total compensation earned in the previous 12 months for such Party Employee as reasonable and fair compensation for such breach. It is understood and agreed by the Parties that (a) a Party shall be damaged if the other hires a Party Employee in violation of this provision, (b) it would be impracticable or extremely difficult to determine the actual damages resulting therefrom, (c) any sums payable as described in this provision are in the nature of liquidated damages and not a penalty, and are fair and reasonable, and (d) these payments each represent a reasonable estimate by the Parties of the fair compensation for the losses that may reasonably be anticipated from such loss of a Party Employee, and be the sole and exclusive measure of damages with respect to any such action. Once the payment of these liquidated damages has been made, the breaching Party shall be relieved of any and all further liability or any damages of any kind resulting from its conduct in violating this covenant relating to the hiring of the other's Party Employee.
25. Governing Law. This Agreement will be construed and enforced under the laws of the State of Texas. Any action or proceeding arising out of or related in any way to this Agreement may be brought only in Harris

County, Texas. The Parties waive any and all objections to the exercise of jurisdiction over them by such courts and to venue in such courts.

26. Force Majeure. The time for performance by Uprite or Client of any term, provision or covenant of this Agreement, except for the payment of money, shall be deemed extended by time lost due to delays resulting from acts of God, epidemics, strikes, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, and any other cause not within the control of Uprite or Client, as the case may be. Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events. A Party affected by the Force Majeure Event (the "Affected Party") shall notify the other Party ("Non-Affected Party") in writing as soon as practicable of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. Delivery and performance dates will be extended in Uprite's sole discretion as reasonably necessary to adequately restore services interrupted by the Force Majeure Event. Such nonperformance shall not be a default or a ground to terminate this Agreement except as set out in the Termination clauses of this Agreement.
27. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successor and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
28. Assignment. This Agreement may not be assigned, sublicensed, or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to any affiliate of or a successor-in-interest in the event of a merger, reorganization, consolidation, or sale of all or substantially all of its assets or capital stock, change of control, or operation of law. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the Parties.
29. Intellectual Property.
- a) Uprite retains all right, title, and interest, including all associated intellectual property rights, in and to the proprietary processes and technology, and confidential information, used by Uprite in providing services under this Agreement. Client agrees that the working information, processes, reports, and associated raw source data that Uprite compiles and uses to provide the Services under any Service Order ("Proprietary Information") belong solely to Uprite. Proprietary Information includes but is not limited to the login credentials, virtual servers, configurations data, licensing, and service ticket history contained in Uprite's professional services automation software; the cloud environment; the software, database, and reports contained in monitoring tools; IT environment documentation; server and network logs; and recordings of calls and remote support sessions.
 - b) Client retains all right, title, and interest, including all associated intellectual property rights, in and to Client's data and confidential information.
30. Notices.
- a) Each Party shall give any notice or other communication under this agreement in writing. Notices are effective upon receipt by the Party to which the notice is given. Client agrees to receive notices related to security incidents via email rather than requiring them to be sent via the US Postal Service. All other notices must be given by (a) personal delivery, (b) courier service, (c) first-class certified mail, or (d) email as follows:

To Client:

Primary Contact ("POC") from the information provided by Client during service onboarding or to the information Client has furnished by sending email to support@uprite.com.

To Uprite:

Uprite Services, LLC
Attn: Legal Department
16441 Space Center Blvd, Suite B-1
Houston, TX 77058
Phone: (281) 956-2280
legal@uprite.com

- b) Client must update all Client's contact information if any of it changes, including but not limited to company name, the Primary Contact's full name and title, Client's billing contact information, current street address, phone number, and email address(es) by sending such updated information by email to support@uprite.com. Uprite is not responsible for non-delivery of any notice when it has been sent to the Primary Contact on file.
31. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.
32. Negotiated Terms. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will 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 or based on a Party's undertaking of an obligation under this Agreement.
33. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of payment, non-solicitation, indemnification, confidentiality, and limitations on liability in this Agreement will survive the expiration, termination, or rescission of this Agreement and continue in full force and effect.
34. Headings. The headings of sections in this Agreement are for convenience of reference only and will not affect their interpretation of this Agreement in any way.
35. Entire Agreement. The Agreement together with all integrated documents as defined herein constitutes the entire agreement between the Parties with respect to such subject matter. The Parties acknowledge and represent that they have not relied on any written or oral previous or concurrent proposal, representation, assertion, guarantee, warranty, collateral contract, or other assurance, made by or on behalf of any other Party or any other person or entity, except for those specifically set out in this Agreement.
36. Attorneys' Fees. If any litigation is necessary, the prevailing Party is entitled to recover any costs or expenses incurred, including without limitation, attorneys' fees, legal costs including legal fees for post-judgment collection, court costs, and collection agency fees.
37. Miscellaneous Provisions.
- a) This Agreement cannot be amended, waived, or modified in whole or in part, except by written agreement of the Parties, or their respective successors or assigns.
 - b) The Parties to this Agreement are independent contractors and nothing in this Agreement will be construed to create a partnership, agency, or joint venture, agency, master-servant, employment, trust, fiduciary relationship, or any other relationship between the Parties or any of their employees.
 - c) Neither Party will use the name, logo, trademark, trade name, nor other marks of the other Party without such Party's prior written consent, except that Uprite may use Client's name or website as a reference in our brochures, advertisements, and other promotional material unless Client specifically objects.

- d) A Party's failure or delay in enforcing any provision of this Agreement will not be deemed a waiver of that Party's rights with respect to that provision or any other provision of the Agreement. A Party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not.

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