

SUMMIT BUSINESS TECHNOLOGIES

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between Summit Business Technologies, a Maryland LLC, that maintains an office for business at 8223 Cloverleaf Drive, Suite 100, Millersville, Maryland 21108 (“us”, “our”, “we” or “SBT”), and you, the entity whose name, authorized signatory and contact information appear in the signature block of this Agreement, a Statement or Scope of Work or a Quote (“you”, “your” or “Client”). SBT and Client may also collectively be referred to as the “Parties” and individually as a “Party.”

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs all services that will be provided to you by SBT (collectively, the “Services”). The Services (and certain terms uniquely applicable to the Services) will be described in one or more statements of work, scopes of work, schedules, purchase orders and/or work orders provided to you by SBT (each, a “SOW”). Once signed, each SOW will become a part of, and governed by, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of this Agreement, which will be controlled by the terms of this Agreement unless the SOW specifically states that it is overriding the conflicting provisions of this Agreement.
- 2) **DEFINITIONS.** Throughout this Agreement, the words listed in this Section will have the meanings listed below.
 - a) “Authorized Contact” means that person designated by a party to receive and/or provide instructions and directions concerning the Services.
 - b) “Client-Side Downtime” will have the meaning described in Section 10(a)(ii), below.
 - c) “Confidential Information” will have the meaning described in Section 11(a), below.
 - d) “Effective Date” means the latest date of the signatures of the parties below.
 - e) “Managed Peripherals” means those components of the System that are managed by SBT pursuant to a SOW.
 - f) “Minimum Requirements” means the minimum hardware and software for each portion of the infrastructure that must be supplied and maintained by you at all times in order for SBT to provide any of the Services to you.
 - g) “Passwords” will have the meaning described in Section 3(e), below.
 - h) “Response Time” will have the meaning described in Section 10 (a), below.
 - i) “Startup Exception” will have the meaning described in Section 10(b), below.
 - j) “System” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored or operated by SBT pursuant to this Agreement.
 - k) “System Malfunction” will have the meaning described in Section 9(d)(ii), below.
 - l) “Term” will have the meaning described in Section 9, below.
 - m) “Third Party Products” will have the meaning described in Section 7(a), below.
 - n) “Updates” means patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software and/or hardware devices.
- 3) **GENERAL REQUIREMENTS.**
 - a) *Network Architecture (Managed Service Agreements).* You understand and agree that the Services and fees described in a SOW are based upon the architecture of your network and the System as described in an applicable SOW. In the event that your network or the System is subsequently modified by you in any manner, SBT reserves the right to change the scope of services and/or the fees charged to you under an applicable SOW. You agree to notify SBT prior to (i) installing any software to, or modifying any hardware of, the System, or (ii) moving the System, in part or in whole, to any location other than the locations at which SBT identified the components comprising the System in the SOW. Your failure to notify SBT as described in this paragraph may result in you incurring additional costs, on a time and materials or other basis, to restore the System or to bring the System back to a functioning condition.
 - b) *Limitations.* Due to the vast number of components, platforms, operating systems and technologies that may be included in the System, SBT does not warrant or guarantee that all components comprising or connected to the System will be capable of being monitored or managed. In the event that SBT is requested, but unable, to monitor or manage a particular component, SBT will notify you and recommend workaround(s) to remediate the situation. SBT will not be responsible for any issues related to components or software that are incompatible generally with the System, or which SBT notifies you are incapable of being monitored or managed by SBT.
 - c) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If SBT requires you to implement certain Minimum Requirements, you agree to do so as a condition of SBT providing the Services to you. In addition, you agree to promptly implement any directions or instructions that SBT may provide to you from time to time related to the System or the Services; your failure to do so may delay the implementation of the Services or prevent the System from operating correctly.

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- d) *Maintenance; Updates.* If required under a SOW, SBT will install Updates to Managed Peripherals. SBT will only be required to install Updates if SBT has determined, in its discretion, that the Updates will be compatible with the particular configuration of the Managed Peripherals and, in some cases, the System in general. Updates are developed by third party vendors and, you understand and agree that despite SBT's best efforts, Updates may make the Managed Peripherals and/or the System unstable or cause the Managed Peripherals or System to fail to operate. SBT will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with manufacturer's instructions. In addition, SBT's maintenance-related services do not cover, and are not a substitute for, remedial or repair services, which will be billed to you on an hourly basis.
 - e) *Passwords.* SBT may be required to receive administrative-level passwords to the System or to the Managed Peripherals ("Passwords"). Unless otherwise directed to do so in writing by your Authorized Contact, Passwords will not be disclosed to any of your employees, or to any person or entity acting on your behalf. (This precaution is intended to protect the security and integrity of the System).
 - f) *Third Party Support.* If, in SBT's discretion, a hardware or software issue requires vendor support or intervention, SBT may contact the applicable vendor on your behalf and pass through to you, without markup, all fees and costs charged by the vendor.
- 4) **FEES; PAYMENT.** You agree to pay SBT the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay SBT on a fixed or hourly basis pursuant to SBT's quoted fixed/hourly rate schedule, which will be provided to you prior to the commencement of Services.
- a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the calendar month in which the Services are to be provided to you. Payments may be made by ACH for any Services provided. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in the SOW.
 - b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be deemed delinquent and may be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. SBT reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by SBT. All disputes related to fees must be received by us within thirty (30) days after the applicable Service is rendered or the date on which you receive an invoice, whichever is later, otherwise you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you in the event that SBT suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 5) **AUTHORIZED CONTACT PERSON.** Each SOW may designate one or more authorized contact persons (each, an "Authorized Contact") with whom we may conduct Service-related communications. You agree that your Authorized Contacts are authorized to provide, modify and approve on your behalf, all work direction, SOWs and payment instructions. You also understand and agree that SBT can act upon the direction and apparent authority of your Authorized Contact(s), unless and until SBT receives written notice from you that one or more of your Authorized Contacts is no longer authorized to act on your behalf.
- 6) **ACCESS (Managed Service Agreements).** You hereby grant to SBT the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System and all Managed Peripherals on a 24x7x365 basis, for the purpose of enabling SBT to provide the Services. For the purposes of this paragraph, "access" will include (i) virtual access, including Internet-based and/or, as applicable, cellular based-access, and (ii) ingress and egress over and in the physical premises in which the System and/or Managed Peripherals are located (collectively, "Premises"). It is your responsibility to secure, at your own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for SBT to provide Services at your designated premises. SBT will not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from your denial to SBT of full and free access to the System or the Managed Peripherals, or your denial to SBT of full and free access to your personnel or premises.
- 7) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
- a) *Hardware / Software Purchased Through SBT.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through SBT ("Third Party Products") are nonrefundable once the applicable purchase order is authorized. SBT will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between SBT and you, and SBT will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products.

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- b) *Compliance.* You warrant and represent that you will not use the System or require SBT to aid you in the use of the System, for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
 - c) *Limitations.* In no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits, savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if such party has been advised of the possibility of such damages. Except for your payment obligations and each party's indemnification obligations, each party's aggregate liability to the other for damages from any and all causes whatsoever and regardless of the form of action that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort or negligence, shall be limited to the amount of the aggrieved party's actual direct damages, not to exceed the amount of fees paid by you to SBT for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are the result of an aggrieved party's willful misconduct or gross negligence. It is understood and agreed that the costs of hardware or software (if any) provided to Client under this Agreement shall not be included in the calculation of the limitation of damages described in this paragraph.
- 8) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 9) **TERM; TERMINATION.** This Agreement will be effective or reauthorized as of the date of your authorization as signified by your approval of any Quote or Statement of Work, and will continue until terminated as described in this Section (the "Term").
- a) *Termination of a SOW.* Unless otherwise stated in a SOW, no SOW may be terminated without cause prior to its natural expiration date.
 - b) *Termination of this Agreement.*
 - i) *Without Cause.* Either you or we may terminate this Agreement for any reason upon providing each other with prior written notice; however, any SOW in effect on the date of termination that specifically requires a term commitment will continue to remain in effect, and will continue to be governed by the terms of this Agreement through the SOW's natural expiration or termination date.
 - ii) *Consent.* You and we may mutually consent, in writing, to terminate this Agreement at any time.
 - c) *Termination for Default.* In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a SOW, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for nonpayment by Client) following receipt of written notice from the non-Defaulting Party. If SBT terminates this Agreement or any SOW For Cause, then SBT shall be entitled to receive, and you hereby agree to pay to SBT, (i) all amounts that would have been paid to SBT had the Agreement or SOW (as applicable) remained in effect, and (ii) all non-cancelable costs and fees (such as licensing fees) that SBT incurred in the provision of the applicable Services.
 - d) *Exceptions.* Notwithstanding any provision to the contrary:
 - i) Neither this Agreement nor any SOW may be terminated by you for any reason until and unless SBT is paid in full (i) for all outstanding fees that accrued, and which will accrue, through the date of termination of the SOW or this Agreement (as applicable), and (ii) for all amounts that SBT advanced on your behalf (i.e., hard costs, licensing fees, etc.) pursuant to a SOW.
 - ii) In the event that any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction on multiple occasions ("System Malfunction"), and you fail to remedy, repair or replace the System Malfunction as directed by SBT, then SBT will have the right, upon written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at SBT's discretion, amend the applicable SOW to eliminate from coverage any System Malfunction.
 - e) *Equipment / Software Removal.* Upon termination of this Agreement for any reason, you will provide SBT with access, during normal business hours, to your System, premises or any other locations at which SBT-owned equipment or software (collectively, "SBT Equipment") is located to enable SBT to remove all SBT Equipment from the premises. If you fail or refuse to grant SBT

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access as described herein, or if any of the SBT Equipment is broken or damaged (normal wear and tear excepted) or any of SBT-supplied software is missing, SBT will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged hardware and software.

- f) *Insurance.* If you are supplied with SBT Equipment pursuant to a SOW, you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of the SBT Equipment. SBT shall be listed as an additional insured on any policy acquired and maintained by you hereunder, and the policy shall not be canceled or modified without prior notification to SBT. Upon SBT's request, you agree to provide proof of insurance to SBT, including proof of payment of any applicable premiums or other amounts due thereunder.
- g) *Transition.* In the event that you request SBT's assistance to transition to a new service provider, SBT will provide such assistance if (i) all Fees due and owing to SBT are paid to SBT in full prior to SBT providing its assistance to you, and (ii) you agree to pay SBT its then-current hourly rate for such assistance, with upfront amounts to be paid to SBT as agreed upon between the parties. Unless otherwise expressly stated in a SOW, SBT will have no obligation to store or maintain any Client data in SBT's possession or control following the termination of this Agreement. SBT will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, SBT's deletion of your data beyond the time frames described in this Section 9(g).

10) **RESPONSE; REPORTING.**

- a) *Response Time.* SBT warrants and represents that SBT will respond to any core notification received by SBT of any error, outage, alarm or alert pertaining to the Managed Peripherals in the manner, and within the time period(s), designated in the applicable SOW ("Response Time") except (i) for those periods of time covered under the Startup Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime, or (iii) delays caused by a force majeure event.
 - i) *Client-Side Downtime.* Notwithstanding any provision to the contrary, SBT will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime"). In the event that such delays or deficiencies occur, SBT will be permitted to extend any relevant deadline as SBT deems necessary to accommodate such delays or deficiencies.
 - ii) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by SBT but which will generally not occur between the hours of 9 AM and 5 PM EST Monday through Friday unless exigent circumstances exist, during which time SBT will perform scheduled maintenance or adjustments to its network. SBT will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
- b) *Startup Exception.* You acknowledge and agree that for the first thirty (30) calendar days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply, it being understood that there may be unanticipated downtime or delays due to SBT's initial startup activities with you (the "Startup Exception").

11) **CONFIDENTIALITY.**

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to SBT by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of SBT, (ii) was developed independently by SBT, or (iii) is or was lawfully and independently provided to SBT prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* SBT will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill SBT's obligations under this Agreement. If SBT is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then SBT will ensure that such third party is notified of the need to keep the information confidential under terms that are at least as restrictive as those stated in this Section 11.
- c) *Confidential or Privileged Information.* Without limiting any of the foregoing, SBT acknowledges and agrees that if pursuant to a SOW, it receives, stores or otherwise accesses any information belonging to Client that is identified in writing by Client as being subject to any heightened level of confidentiality or compliance regulations ("Privileged Information"), then with regard to all such Privileged Information, SBT shall never use or disclose such information for any purpose, in part or in whole, without Client's prior written consent, which may be withheld in Client's sole discretion.
- d) *Due Care.* SBT will exercise the same degree of care with respect to the Confidential Information it receives from you as SBT normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- e) *Compelled Disclosure.* If SBT is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, SBT will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive SBT's

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compliance with the provisions of this Section 11. Failing the entry of a protective order or the receipt of a waiver hereunder, SBT may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that SBT has been advised by written opinion of counsel reasonably acceptable to SBT that it is legally compelled to disclose.

- f) **HIPAA.** If, while providing the Services for Client, SBT creates, receives, maintains or transmits personal health information (“PHI”) as that term is defined by the Privacy, Security, Breach Notification and Enforcement Rules codified at 45 CFR 160 and 164 (“HIPAA”), then SBT shall treat the PHI as confidential information and shall handle the PHI in accordance with the terms of this Agreement and the applicable HIPAA rule, whichever is stricter. Notwithstanding the foregoing, SBT shall not be required to maintain or preserve any Client data beyond any time periods described in this Agreement unless specifically required to do so under HIPAA.

12) MANAGED SERVICES.

- a) **Provision.** Managed services (*i.e.*, Services covering Managed Peripherals) will be provided as indicated in an applicable SOW. To the extent that any managed services are provided to Client, the following provisions will apply in addition to those provisions contained in an applicable SOW:
- i) **EULAs.** Portions of the managed services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.
 - ii) **BDR/Data Backup.** While SBT will employ our best efforts and best practices in the protection of your data, no vendor including SBT can absolutely guarantee that data will never be lost. SBT will not be responsible for any data lost by communication and/or transmission errors, equipment failures or for any other reason. You are strongly advised to maintain a local backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.
 - iii) **BYOD.** You hereby represent and warrant that SBT is authorized to provide the Services to all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that (i) are connected to the System, and (ii) have been designated by you to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from or unconnected to the System.
 - iv) **Hosted Solutions.** Hosted solutions (if any), including but not limited to hosted email and document-related applications, may require you to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, in providing the Services, SBT is required to comply with a third party EULA and, under such circumstances, the third party EULA is modified or amended, SBT reserves the right to modify or amend any applicable SOW with you to ensure that SBT’s continued compliance with the terms of the third party EULA. SBT reserves the right to suspend or terminate your access to hosted solutions in the event that SBT has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates the law, or poses a threat to the integrity or security of SBT’s computer servers or any third party server.

- 13) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights in one party’s Intellectual Property to the other party.

14) MISCELLANEOUS.

- a) **Assignment.** Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, SBT may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party’s voting securities is transferred; provided such assignee expressly assumes the assignor’s obligations hereunder.
- b) **Amendment.** No amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by SBT, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.
- c) **Time Limitations.** The parties mutually agree that any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within three (3) months after the cause of action accrues or the action is forever barred.

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- d) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- e) *Other Terms.* SBT will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. SBT will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) *Force Majeure.* SBT will not be liable to you for delays or failures to perform SBT's obligations under this Agreement or any SOW because of circumstances beyond SBT's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, and acts of God.
- i) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly employ, hire, contract for services, solicit, induce or influence SBT's employees or subcontractors who work on your account or who will have worked on your account within the prior 180 days to discontinue or reduce the scope of their business relationship with SBT, or recruit, solicit, employ, accept services or otherwise influence any employee or agent of SBT to discontinue such employment or agency relationship with SBT.
- j) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.
- k) *Insurance.* SBT and you will each maintain, at its own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. SBT agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the State of Maryland. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Baltimore County, in the State of Maryland, for any and all claims and causes of action arising from or related to this Agreement. **YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.**
- m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Anne Arundel County, Maryland, such period will be extended to and through the next succeeding business day in Anne Arundel County, Maryland.
- p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to SBT regarding (a) any alleged breach of this Agreement by SBT, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be

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delivered to SBT either by U.S. mail or fax, unless such requirement is expressly and specifically waived by SBT. All electronic documents and communications between the parties will satisfy any “writing” requirement under this Agreement.

- q) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venture of the other.
- r) *Subcontractors.* SBT may subcontract part or all of the Services to one or more third parties provided, however that SBT will be responsible for, and will guarantee, all work performed by any SBT-designated subcontractor as if SBT performed such work itself. Notwithstanding the foregoing, SBT will not delegate or subcontract any Services that are expressly designated as being non-delegable on a SOW.
- s) *Prevailing Party.* In the event a party is required to bring an action to enforce the terms of this Agreement, the party prevailing in the action shall be entitled to an award of the reasonable attorneys’ fees and costs that such party incurred in the action.
- t) *Counterparts.* The parties may execute and deliver this Agreement and any SOW in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means.

END