MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (the "**MSA**") is hereby entered into by and between Enom Solutions LLC, a New Jersey limited liability company, d/b/a 3nom ("**3nom**"), HLS Consulting LLC, a New Jersey limited liability company ("**HLS**"), 3nom South LLC, a Florida limited liability company ("**3nom South**") and/or 3nom West LLC, a Nevada limited liability company ("**3nom West**") (collectively, 3nom, HLS, 3nom South and 3nom West shall be referred to as the "**Company**") and any client of the Company who signs any contract with the Company that expressly incorporates this MSA (a "**Client**").

I.   Purpose

Client will be required to sign a Service Level Contract, or other agreement (an "**Agreement**"), with the Company that lists the services Client has chosen and the related fee. The aforementioned Agreements will incorporate this MSA, and an Acceptable Use Policy ("**AUP**"). Said Agreements may also incorporate an addendum to this MSA if Client is purchasing services requiring specified legal terms. When used herein, the term "Agreement" herein, Company is referring to an Agreement and any associated agreement expressly incorporated therein, including but not limited to this MSA and the AUP. The Agreement is effective immediately upon Client's execution of the Agreement.

II.   Defined Terms

Whenever used in this MSA, or in any Agreement (unless noted to the contrary therein), the following terms shall be given the following meanings:

"**Acceptable Use Policy**" or "**AUP**" means the Company's Acceptable Use Policy posted at https://www.3nom.com/aup/ as of the date Client signs an Agreement.

"**Business Day**" or "**Business Hours**" means 9:00 a.m. – 6:00 p.m. Monday through Friday, United States eastern time, excluding federal holidays in the United States.

"**Confidential Information**" means all information disclosed by Company or Client to the other, whether before or after the effective date of any Agreement, that the recipient should reasonably understand to be confidential, including but not limited to: (i) with respect to Client, all information transmitted to or from, or stored on, any server or other device provided by or serviced by the Company; (ii) with respect to the Company, unpublished prices and other terms of service, audit and security reports, data center designs (including non-graphic information Client may observe on a tour of a data center) and other proprietary technology; and (iii) information that is marked or otherwise conspicuously designated as confidential. Information that is developed by Company or Client acting independently, without reference to the other's Confidential Information, or that becomes available to Company or Client other than through a violation of an Agreement or applicable law, shall not be considered Confidential Information of the other party.

"**Hosting Service**" means the information technology hosting services detailed in a Service Level Contract, or other Agreement, in addition to Support (as hereinafter defined).

"**Personally Identifiable Information**" or "**PII**" means: (i) any information that identifies an individual, such as name, social security number or other government-issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined by the Gramm-Leach-Bliley Act found at 15 U.S.C. Subchapter 1, § 6809(4); and (iii) "protected health information" as defined by the Health Insurance Portability and Accountability Act found at 45 C.F.R. § 160.103.

"**Service**" or "**Services**" means the Hosting Service, as well as: (i) backup of data to cloud-based storage and associated restoration; (ii) hosting of private cloud servers and related services; (iii) IT support for servers and/or personal computers; (iv) anti-virus services; (v) managed firewall services; (vi) email security and archiving services; (vii) managed security services; and/or (viii) any Supplemental Services the Company may provide to the Client, collectively.

"**Service Commencement Date**" means the effective date shown on any Agreement.

"**Supplemental Service**" means any service Company provides to Client in relation, or in addition, to a Service.

"**Support**" means (i) management of a Service by a service delivery team; (ii) availability of live support during Business Hours, or as covered by a specific Agreement; and (iii) use of the Company's customer portal/email support system.

III.   Company Obligations

Contingent upon Client's satisfaction of the Company's payment approval criteria, the Company will provide Services to the standards stated in the applicable Agreement between the Company and Client. The Company will also perform those Supplemental Services that the Company agrees in writing to perform.

IV.   Client's Obligations

Client must use reasonable security precautions in light of Client's use of the Services, including but not limited to all upgrade and security patches provided by web applications installed and/or running under the Company's Services. This also includes encrypting any PII transmitted to or from, or stored on, the Company's servers or storage devices used by Client. Client must comply with the laws applicable to Client's use of the Services and with the Company's AUP. Client must cooperate with the Company's reasonable investigation of Service outages, security problems, and any suspected breach of any Agreement. Client must provide the Company with accurate information to help the Company determine if any tax is due with respect to the provision of the Services. Client is responsible for keeping Client's billing and other account information up to date. Client must pay when due the fees for the Services stated in any Agreement.

V. Support Boundaries

The Company provides 24 x 7 technical support to the Company's Clients via the Company's support ticket system.

Primary responsibilities of the Company's support team will be distinguished on the support agreement and/or proposal.

Our support teams do not officially provide, but *may* offer limited technical assistance associated with any Service, but is under no obligation to do so. The Company does not offer any support for HTML, programming code or code debugging, email client configuration, or any other issues not related to the Services directly purchased from the Company. The Company only provides support for up to three (3) authorized contacts on a single account, and the Company does not provide support to any Client's customers.

The Company requires the Client to fully understand their technology in use by any Client's project.

VI. Data Backup

The Company provides data backup services. The Company will use commercially reasonable efforts and industry accepted methods to ensure the reliability of the backup and restore process. However, because of the technical limitations regarding backups on live servers and the possibility of data corruption, if data has changed since the time the Company performs a backup, or that the data was not in a usable state at the time the Company performed a given backup, the Company, in no respect, guarantees the usability of any data from any given backup set.

The Company does not promise to retain data backups for longer than the agreed date retention period as outlined in any Agreement.

VII. Unauthorized Access to Client's Data or Use of the Services

The Company will use commercially reasonable efforts and industry accepted methods to ensure the reliability and security of the Company's Services, but the Company is not responsible to Client for unauthorized access to the Client's data or the unauthorized use of the Services. The Client is responsible for the use of the Services by any employee of the Client, any person to whom the Client has given access to the Services, and any person who gains access to the Client's data or the Services as a result of the Client's failure to use reasonable security precautions, even if such use was not authorized by the Client.

VIII. Term

The duration of the initial term of this MSA shall commence upon the effective date of any Agreement that expressly incorporates this MSA therein. Unless this MSA is earlier terminated in accordance with the provisions hereof, this Agreement will automatically renew simultaneously with the renewal of any Agreement upon the same terms and conditions as those specified herein.

IX. Fees

The Company requires payment before beginning any Service, as specified in any Agreement. Recurring fees will be billed monthly in advance on or around the date of the Service Commencement Date. Fees for any Supplemental Services will be billed in the amounts and at such times as the Client requests said Supplemental Services in writing.

Fees are automatically billed on Client's credit card on file. A reminder notice is sent to your email address on record, approximately three (3) days before the Client's renewal date. Any account seven (7) days past due, for any reason, may have service suspended and have a late fee of Twenty-Five and 00/100 Dollars ($25.00) added to the Client's outstanding balance. Accounts more than thirty (30) days past due are subject to account termination and deletion (if applicable) without the possibility of reactivation.

If an account is terminated, there may be NO possibility that it can be restored, or its data recovered. The Company shall not be liable to the Client or any other third party for any consequences of a Client's account being terminated.

Following expiration of the initial term, the Company may increase the fees for any Service with thirty (30) days' advance written notice unless the Client has agreed to a fixed renewal term. If the Company is required by law to pay taxes on the provision of the Service, the Client must pay the Company the amount of the tax that is due or provide the Company with satisfactory evidence of the Client's exemption from the tax. Fees must be paid in U.S. Dollars. Invoices that are not disputed in writing within one hundred eighty (180) days of invoice date are conclusively deemed accurate and the Client shall thereby waive any and all objections to the same.

X. Export Matters

The Client represents and warrants that the Client is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom the Company is legally prohibited to provide the Services. Client may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may the Client provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

XI. Changes to Acceptable Use Policy

The Company may change its Acceptable Use Policy to add restrictions on Client's use of the Services provided that any new restrictions are reasonable and consistent with hosting industry norms. Any changes to the AUP made during the term of the Client's Agreement will become effective as to Client upon the first to occur of: (i) renewal; (ii) Client's execution of a new/additional Agreement for Client's configuration that incorporates the revised AUP by

reference; or (iii) thirty (30) days following the Company's notice to you describing the change. If a change to the AUP materially and adversely affects the Client, the Client may terminate the Agreement by giving the Company written notice of termination on such grounds no later than thirty (30) days following the date the change became effective as to Client. The Company will not charge Client an early termination fee for a termination on such grounds. If the Client terminates the Client's Service because the Company has modified the AUP in a way that adversely affects the Client, the Company reserves the right to invalidate said termination by deciding to waive that change as to the Client and keep any Agreement in place for the remainder of the term.

XII. Suspension of Services

Client agrees that the Company may suspend Services without liability if: (i) the Company reasonably believes that the Services are being used in violation of any Agreement; (ii) the Client doesn't cooperate with the Company's reasonable investigation of any suspected violation of any Agreement; (iii) there is an attack on the Client's server(s), the Client's server is accessed or manipulated by a third party without the Client's consent, or there is another event for which the Company reasonably believes that the suspension of Services is necessary to protect the Company's network or the Company's other customers; or (iv) if required by law. The Company will give Client advance notice of a suspension under this paragraph of at least twelve (12) Business Hours unless the Company determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Company or its other customers from imminent and significant operational or security risk.

XIII. Termination for Breach

You may terminate any Agreement for breach if the Company materially fails to provide the Services as agreed and do not remedy that failure within ten (10) days of Client's written notice describing the failure, or if the Company materially fails to meet any other obligation stated in any Agreement and do not remedy that failure within thirty (30) days of Client's written notice describing the failure.

The Company may terminate any Agreement for breach if the Company discovers that the information the Client provided to the Company for the purpose of establishing the Services is materially inaccurate or incomplete, or the individual signing any Agreement did not have legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, the Client's payment of any invoiced amount is overdue and the Client does not pay the overdue amount within four (4) Business Days of the Company's written notice, or Client fails to comply with any other provision of any Agreement and do not remedy the failure within thirty (30) days of the Company's notice to Client describing the failure. The Company may also terminate any Agreement for breach if Client violates the AUP more than once, even if Client cures each violation.

XIV. Termination for Convenience

Client may terminate the Agreement for convenience at any time on thirty (30) days' advance written notice.

XV.   Early Termination Fee

If Client terminates any Agreement for convenience or the Company terminates any Agreement due to Client's breach, in addition to other amounts Client may owe, Client must pay an early termination fee equal to the monthly recurring fees for the remaining portion of the then-current term, unless otherwise stated in the applicable Agreement.

XVI.   Confidential Information

The Company and the Client agree not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of the Company and the Client's respective legal rights under any Agreement, or as may be required by law. The Company and the Client agree not to disclose the other's Confidential Information to any third person except as follows:

(i)   to the parties' respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this MSA;

(ii)   to law enforcement or government agency if requested, or if either party reasonably believes that the other's conduct may violate applicable criminal law;

(iii)   as required by law; or

(iv)   in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven (7) days' advance notice is not reasonably feasible), unless the law forbids such notice.

XVII.   Publicity

The Company marks include, but are not limited to, the Company names, logos, and any word, phrase, image, or other designation that identifies the source or origin of any of the Company's products.

Do not modify or alter the marks or use them in a confusing way, including suggesting sponsorship or endorsement by the Company, or in a way that confuses the Company with another brand. Exclusion to this rule would be agreements between you and the Company for actual sponsorship or endorsement deals, mutually agreed upon in writing.

XVIII. Limitation on Damages

WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN ANY AGREEMENTS, ALL PRODUCTS AND SERVICES ARE FURNISHED BY THE COMPANY AND ACCEPTED BY CUSTOMER "AS IS", "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY THE COMPANY. THE COMPANY DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED OR ERROR FREE.

LIMITATION OF LIABILITY. IN NO EVENT WILL THE COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER ARISING OUT OF OR RELATING TO THIS MSA OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED UNDER THIS MSA OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING IN ANY AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF THE COMPANY AND ANY OF ITS EMPLOYEES, AGENT, SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED ANY FEE PAYABLE UNDER THE AGREEMENT IN EFFECT FOR THE CONFIGURATION AT THE TIME OF THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM. IN NO EVENT SHALL THE COMPANY'S PARTNERS, MANAGERS, MEMBERS, INCORPORATORS, SHAREHOLDERS, OFFICERS, DIRECTORS, OR OTHER PRINCIPALS, DISCLOSED OR OTHERWISE, BE PERSONALLY LIABLE TO CLIENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY FOR THE FAILURE TO PROVIDE ANY SERVICE WHERE SUCH FAILURE IS CAUSED OR EXACERBATED BY AN ACT OR OMISSION OF ANY SUCH THIRD PARTY, OR A FAILURE BY ANY SUCH THIRD PARTY TO PROVIDE RELEVANT INFORMATION AND/OR ASSISTANCE TO THE COMPANY.

TERMS PART OF BARGAIN. Customer acknowledges that the Company has set its prices and agreed to enter any Agreement in reliance upon the Warranty Disclaimer and Limitation of Liability set forth in this MSA, and that both form an essential basis of the bargained Agreement between the parties.

DATA BACK UP LIABILITY. The Company is not liable to Client for lost data unless and to the extent the Client purchases data backup Services from the Company and we fail to provide the backup Services as agreed. Liability is limited to a refund of the current monthly cost of said paid backup service. No other form of warranty is provided. Client is strongly encouraged to make reasonable efforts to keep its own, local copies of all data related to Services the Company provides under any Agreement.

XIX. Indemnification

If Client, Client's affiliates, or any of Client's or Client's affiliates' respective employees, agents, or suppliers, is faced with a legal claim by a third party arising out of the Company's actual or alleged negligence, willful misconduct, violation of law, or failure to meet the security obligations required by any Agreement, or a legal claim alleging that the Hosting Service infringes on the United States patent or copyright of a third person, then, subject to the limitations stated in Section

"LIMITATION ON DAMAGES" above, the Company will pay the cost of defending the claim (including reasonable attorneys' fees at all tribunal levels) and any damages award, fine or other amount that is imposed on Client as a result of the claim.

If the Company, the Company's affiliates, or any of the Company or the Company's affiliates' respective employees, agents, or suppliers is faced with a legal claim by a third party arising out of Client's actual or alleged: negligence, willful misconduct, violation of law, failure to meet the security obligations required by any Agreement, violation of the AUP, violation of Client's agreement with Client's customers or end users, violation of Section "EXPORT MATTERS" of this MSA, then Client will pay the cost of defending the claim (including reasonable attorneys' fees at all tribunal levels) and any damages award, fine or other amount that is imposed on the Company as a result of the claim. Client's obligations under this subsection include claims arising out of the acts or omissions of Client's employees, any other person to whom Client has given access to the Services, and any person who gains access to the Services as a result of Client's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Client.

Client must also pay reasonable attorneys' fees and other expenses the Company incurs at all tribunal levels in connection with any dispute between persons having a conflicting claim to control Client's account with the Company, or any claim by the Client's customer or end user arising from an actual or alleged breach of Client's obligations to them.

If either of the Company or Client receives notice of a claim that is covered by this Section, the notice must be promptly forwarded to the financially responsible party. The party against whom the claim is made will be allowed to choose legal counsel to defend it and to make decisions regarding the defense of the claim, provided that these decisions are reasonable and are promptly communicated to the financially responsible party. The party against whom the claim is made may not settle the claim without the consent of the financially responsible party, although such consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section, if the Company is financially responsible under this Section for claims against multiple customers, the Company may elect to choose counsel to defend the claims and control the defense of the claims. Amounts due under this Section must be paid by the financially responsible party as they are incurred by the party against whom the claim is made.

XX.   Software

Client may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software the Company provides for the Client's use. Unless permitted by the terms of an open source software license, Client may not reverse engineer, decompile or disassemble any software the Company provides for the Client's use except and to the extent that the Client is expressly permitted by applicable law to do this, and then following at least ten (10) days' advance written notice to the Company.

XXI.   Third Party Products and Services

The Company may provide to Client, or arrange for Client to purchase or license third party software, services or other products that may or may not be included as part of the Services, as a Supplemental Service, including but not limited to third-party services from Mimecast, Asigra, Solarwinds and/or Logmein.   The Company MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN THE CLIENT AND THE COMPANY, SUCH SERVICES ARE PROVIDED "AS IS." Client's use of any third-party software, services, and other products is governed by the terms of Client's agreement with the third party.

XXII. Who May Use the Service

Client may permit its subsidiaries and affiliated companies to use the Services if Client wishes, but Client is responsible for use of the Service by any third party to the same extent as if Client was using the Service itself. The Company will provide support only to Client, not to any other person Client authorizes to use the Services.   There are no third party beneficiaries to any Agreement, meaning that third parties do not have any rights against either the Company or the Client under any Agreement.

XXIII. Notices

Client's routine communications regarding the Services should be sent to the Company's support team using the Company support portal. If Client wants to give the Company a notice regarding termination of any Agreement for breach, indemnification, or other non-routine legal matter, Client should send it by electronic mail and first class United States mail to:

3nom, c/o Abraham Sasson, 1086 Teaneck Road, Suite 3C1, Teaneck, New Jersey 07666

The Company's routine communications regarding the Services and legal notices will be sent to the individual(s) Client designates as Client's contact(s) on Client's account either by electronic mail, United States mail, or overnight courier, except that the Company may give notice of an amendment to the AUP by posting the notice on the Company's web site and hosting control panel. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that Client logs on to Client's Company hosting control panel after the time that the notice is posted. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

XXIV. Ownership of Intellectual Property

Client does not acquire any ownership interest in or rights to possess the servers or other hardware the Company provides for the Client's use, and Client has no right of physical access to the hardware. The Company does not acquire any ownership interest in or rights to the information the Client transmits to or from or store on Client's Company servers or other devices. On termination of any Agreement, the Client must promptly release any Internet protocol numbers, addresses, or address blocks assigned to the Client in connection with the Service (but not any

URL or top-level domain or domain name) and agree that the Company may take steps to change or remove any such IP addresses.

XXV. Intellectual Property Infringement

If the Company or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and the Company is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then the Company may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

XXVI. Assignment

Client may not assign any Agreement without the Company's prior written consent, which may be withheld in the Company's sole and absolute discretion. The Company may assign any Agreement in whole or in part as part of a corporate reorganization or a sale of the Company's business.

XXVII. Force Majeure

Neither the Company nor the Client will be in violation of any Agreement if the failure to perform the obligation is due to an event beyond the parties' control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

XXVIII. Governing Law; Lawsuits

This MSA and any Agreement that expressly incorporates this MSA is governed by the laws of the State of New Jersey, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. This MSA and any Agreement that expressly incorporates this MSA shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of this MSA or any Agreement shall be in the state or federal courts in Bergen County, New Jersey. Client waives all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. Client agrees that Client will not bring or participate in any class action lawsuit against the Company or any of its employees or affiliates. The Company and Client agree that they will not bring a claim under this MSA or any Agreement more than one (1) year after the time that the claim accrued.

XXIX. Miscellaneous Provisions

If you sign multiple Agreements for a single configuration - for example, to add a server or additional services, then the MSA, and AUP referenced in the last signed Agreement will govern the entire configuration. Except for amendment to the AUP as described in Section "CHANGES TO THE ACCEPTABLE USE POLICY" above, the MSA, AUP and any Agreement may be amended only by a formal written agreement signed by both parties. An Agreement may be amended by a formal written agreement signed by both parties, or by an exchange of

correspondence, including via electronic mail or the Company ticketing system, that includes the express consent of an authorized individual for both the Company and the Client. If there is a conflict between the terms of any of the documents that comprise any Agreement, the documents will govern in the following order: the Agreement, any addendum to the MSA, the MSA, and the AUP. If any part of any Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect. The Company or the Client may enforce each of our respective rights under any Agreement even if the Company or the Client (as the case may be) has waived the right or failed to enforce the same or other rights in the past. The relationship between the Company and the Client is that of independent contractors and not business partners. Neither the Company nor the Client is the agent for the other, and neither of the Company nor the Client has the right to bind the other on any agreement with a third party. The captions in this MSA and any Agreement are for convenience only and are not part of the MSA or Agreement. The use of the word "including" in this MSA or any Agreement shall be read to mean "including without limitation." Sections "FEES", "EARLY TERMINATION FEE", "CONFIDENTIAL INFORMATION", "LIMITATION ON DAMAGES", "INDEMNIFICATION", and "GOVERNING LAW; LAWSUITS", and all other provisions that by their nature are intended to survive expiration or termination of any Agreement shall survive expiration or termination of the Agreement.

If Client has made any change to any Agreement documents that Client did not bring to the Company's attention in a way that is reasonably calculated to put the Company on notice of the change, the change shall not become part of the Agreement.

Any Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures shall be deemed to be original signatures.

Any Agreement is the complete and exclusive agreement between Client and the Company regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

If there is at any time more than one Client under any Agreement or more than one person/entity constituting Client, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

The words "hereof", "hereto" and "hereunder" and similar expressions used in this MSA relate to the whole of this MSA and not only to the provisions in which such expressions appear. This MSA shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Client includes, where the context allows, the employees, agents, invitees and licensees of Client and all others over whom Client might reasonably be expected to exercise control.

No endorsement or statement on a check or letter accompanying any check or payment by Client to the Company shall be deemed an accord and satisfaction or a release of liability, and the Company may accept such check or payment without prejudice to the Company's rights to recover the balance of all sums due to the Company under any Agreement, or to pursue any other remedy set forth in this MSA or granted by law or in equity.

Time is of the essence for all matters provided in this MSA and/or any Agreement.

Each of the persons executing any Agreement on behalf of Client covenant and warrant that: (i) Client is a duly authorized existing entity qualified to do business in the state(s) in which the Client operates; (ii) the Client has full right and authority to enter into the Agreement and each of the persons executing any Agreement on behalf of Client is authorized to do so; and (iii) the Agreement constitutes a valid and legally binding obligation of Client, enforceable in accordance with its terms.

In the event of any dispute or legal proceeding between the parties arising out of or in any way related to this MSA or any Agreement, or any documents or any relationship between the parties, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs at all tribunal levels, which shall include attorneys' fees incurred litigating the amount of attorneys' fees to which said prevailing party may be entitled.