



MANAGED SERVICES

MASTER SERVICE

AGREEMENT



PURCHASER INFORMATION

This Master Service Agreement (this, “MSA”) governs the purchase and sale of Services by Lantana Communications Corp. to Purchaser. “Purchaser” means the entity placing a purchase order (“Order”) with Lantana Communications, and/or signing and delivering to Lantana Communications a Statement/Scope of Work (“SOW”) describing the recurring or one time managed and/or professional services, (the “Services”) to be provided by Lantana Communications. The delivery of a signed SOW by the Purchaser shall be deemed to be the irrevocable acceptance of and agreement to this MSA by the Purchaser. Lantana Communications reserves the right to change this MSA at any time. In such event, Lantana Communications shall place a notification on its website that this MSA has changed and place such notification in Purchaser invoices or other written communications with the Purchaser, and in both cases directing the Purchaser to review the revised MSA. The MSA in effect as of the date of Lantana Communications acceptance of any Order or SOW shall be the MSA that governs the performance of that Order or SOW by Lantana Communications and Purchaser. Each of Lantana Communications and Purchaser are referred to in this Agreement as a “Party” and collectively as the “Parties”. By causing a duly authorized Officer of each Party to execute an Agreement, each Party agrees to be bound by the terms of the Agreement, this MSA, and any Order or SOW entered hereunder.

SECTION ONE – SERVICES

Lantana Communications shall provide certain managed and/or professional services (the “Services”) for Purchaser as described in a SOW. Additional SOWs for Services, when signed by both Parties, shall be bound by this MSA at any time during the term hereof. All SOWs are incorporated in and form a part of this MSA and shall be governed by the terms and conditions of this MSA whether the SOW expressly references this MSA or not. In the event of any conflict or ambiguity as between the terms of this MSA and the terms of any SOW, the terms of the SOW shall control.

SECTION TWO – TERM AND TERMINATION

A. TERM

This MSA shall commence on the Effective Date of any signed agreement and continue in effect for a period detailed in any signed agreement (the “Initial Term”). After the Initial Term, this MSA (excluding SOWs) shall automatically renew on the anniversary of the Effective Date of the agreed upon term under the same terms and conditions, unless either Party notifies the other in writing at least thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent renewal period as applicable (a “Non-Renewal Termination”). Upon notice of a Non-Renewal Termination or of this MSA, if the Services provided by Lantana Communications are Managed Services, Lantana Communications shall provide all reasonable transition services to assist in the migration



of the Purchaser to a new managed services provider. For all other Services provided by Lantana Communications at the time of such Mid-Term Termination or Non-Renewal Termination, Lantana Communications agrees to work in good faith with Purchaser to transition all outstanding projects or assignments in accordance with all reasonable instructions provided by Purchaser. Such transition time shall be billed by Lantana Communications at Lantana Communications Time and Materials Rates, as defined in any applicable SOWs.

B. TERMINATION FOR BANKRUPTCY

In the event that either Party (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; or (iii) makes an assignment for the benefit of all or substantially all of its creditors, then the other Party may, by giving written notice of termination to the first Party, with proof of bankruptcy, terminate this MSA and any and all SOWs hereunder as of a date specified in such notice of termination; provided, however, that Lantana Communications shall not have the right to exercise such termination so long as Purchaser pays for the Services in advance on a month-to-month basis by certified bank check or other method as agreed by Lantana Communications. Upon Termination of Bankruptcy, all fees, invoices, and open balances must be paid within fifteen (15) days of Purchaser's receipt of Lantana Communications invoice.

C. TERMINATION FOR CAUSE

Either Party may terminate this MSA or any SOW upon written notice of the breach by the other Party of any material term, if such breach is not cured within sixty (60) days following receipt of written notice of breach from the non-breaching Party. Termination shall be in addition to any other remedies that may be available to the nonbreaching Party. Upon termination for cause by either Party, or termination under subsection (b) by either Party, Lantana Communications shall be entitled to collect all past and current amounts due and owed. In addition, upon termination by Lantana Communications for cause, Lantana Communications shall be entitled to accelerate all future amounts payable to Lantana Communications under each SOW or this MSA such that all remaining periodic payments of the then-current term of each SOW are immediately due and owed. Upon Termination of Cause, all fees, invoices, and open balances must be paid within fifteen (15) days of Purchaser's receipt of Lantana Communications invoice.

D. POST TERMINATION ASSISTANCE

Upon termination of Lantana Communications Services under this MSA or any Order or SOW, if requested, Lantana Communications will provide Purchaser with all relevant data, reports, metrics, and information of or relating to Purchaser within Lantana Communications possession,



custody, or control. Upon termination, Lantana Communications shall also provide Purchaser with any hardware, devices, equipment, or the like purchased by Lantana Communications on Purchaser's behalf that Purchaser has previously paid for which, at the time of termination, remain undelivered. Thereafter, Lantana Communications will have no obligation to maintain or provide Purchaser with such data, reports, or metrics. Notwithstanding anything to the contrary in paragraph (a) of this Section 2 or paragraph (d) of this Section 2, Lantana Communications shall have the right to withhold all transition services, including access to administration rights, until Purchaser's balance for all outstanding fees, invoices, and open balances are paid in full.

E. SURVIVAL OF TERMS

Sections 2(d), 3, 5, 6, 7, 9(b), 12, 22, 23, and 25 shall survive any termination or expiration of this MSA. Except for a termination by Lantana Communications pursuant to Sections 2(b) or 2(c) above, upon expiration or termination of this MSA, any existing and uncompleted SOW will be honored by Lantana Communications, and this MSA shall be deemed to be extended solely for such SOW for a period not to exceed the then-current term of the SOW. In the event of any termination or expiration of this MSA or any SOW hereunder, Purchaser shall pay all charges that have accrued as of the applicable date of such termination or expiration.

SECTION THREE – INVOICING, PAYMENT TERM, RATE INCREASES

All Services hereunder shall be performed at the rates set forth in a SOW or Change Order. All Services requested by the Purchaser not addressed in a SOW or Change Order will be billed at Lantana Communications current T&M rates. Unless otherwise agreed by the Parties in a SOW or Change Order, Purchaser shall prepay Lantana Communications for any hardware purchased by Lantana Communications on behalf of Purchaser. Furthermore, Lantana Communications shall invoice Purchaser monthly for all recurring Services to be provided during the following month (prorated for any partial month), beginning upon the earlier of (i) service transition completion, or (ii) 30 days after signature of the SOW. Unless otherwise agreed by the Parties in a SOW, one-time start-up or onboarding fees will be invoiced upon signing the corresponding SOW. All other Services will be invoiced as described in the applicable SOW or Change Order. Notwithstanding the foregoing, Lantana Communications shall invoice Purchaser for any third-party communications tariffs or other fees incurred in connection with the Services upon Lantana Communications receipt of invoices for those fees. The purchaser agrees to pay such third-party fees when invoiced by Lantana Communications, regardless of the date of service.

Unless otherwise agreed by the Parties in a SOW or Change Order, the Purchaser shall pay to Lantana Communications all invoiced amounts within thirty (30) days of receipt of Lantana Communications invoice. If Purchaser disputes an invoice, Purchaser shall, within thirty (30) days of its receipt of such invoice, provide written notice to Lantana Communications, detailing the fees being disputed and the basis, therefor. If Purchaser fails to dispute an invoice within thirty (30) days, Purchaser will be deemed to have accepted such invoice in full.



In the event of a good faith dispute, Purchaser shall pay all fees that are not in dispute. The Parties shall use commercially reasonable efforts to resolve all disputes as promptly as possible. In addition to other remedies available to Lantana Communications, overdue invoices may be assessed a late payment charge of one and a half percent (1.5%) per month (or the highest rate permitted by applicable law) commencing on the 31st day after the invoice date. Additionally, Purchaser agrees to pay Lantana Communications costs of collection, including reasonable attorney's fees, for all invoice balances that are not paid on or before the applicable payment date. Lantana Communications shall have the right to apply all payments received from the Purchaser to any amounts due and payable by Purchaser to Lantana Communications under the terms of this agreement. If Lantana Communications issues a credit memo or credit note (a "Credit") to Purchaser, Purchaser shall request such be applied in full against future invoiced amounts within one hundred eighty (180) days from the date of issue of the Credit. The amount of any Credit not applied by Purchaser within the foregoing period shall be deemed to be forfeited.

Unless otherwise agreed to by the parties in any SOW or Change Order, to the extent that Services established under this Agreement extend beyond one year after the execution of the MSA, Lantana Communications shall be entitled to increase Recurring Service fees during each year of the term after the initial year. Unless stated otherwise, such adjustments shall not affect Time & Materials ("T&M") rates. Lantana Communications will provide Purchaser with thirty (30) days advance written notice of any increase. Notwithstanding the foregoing, Purchaser agrees to pay for any increase in communications tariffs or other fees charged to Lantana Communications by third parties for reasons outside of Lantana Communications control.

A. OUT OF POCKET EXPENSES

To the extent set forth in a SOW, and only upon the advance written approval of Purchaser, Lantana Communications shall be entitled to certain per diem expenses such as expenses for travel, housing, and meals in connection with overnight travel necessary and related to the performance of this Agreement. Absent good cause, Lantana Communications shall request approval for such expenses in writing at a reasonable time in advance of such travel. As a result, in addition to the fees for Services hereunder, Purchaser agrees to reimburse Lantana Communications for the commercially reasonable, pre-approved out-of-pocket expenses incurred by Lantana Communications or its employees that are necessary and related to the performance of this Agreement. Travel time, if required and pre-approved by the Purchaser, will be charged at Lantana Communications standard hourly rate unless a lower rate is agreed upon in writing, but shall not exceed eight hours per day per Lantana Communications representative. Lantana Communications shall submit invoices to Purchaser monthly for out-of-pocket expenses incurred during the preceding month.



B. ADDITIONS & SUBTRACTIONS

To the extent set forth in a SOW, in the event Purchaser adds additional personnel or devices that require Lantana Communications support there will be an additional charge equal to the device/ user/ network/ server multiplier and it shall be added to the monthly recurring invoice. Personnel or device deductions are not allowed during the life of the Initial Term or during the life of any Renewal term. Any reductions by the Purchaser of users or devices from the initial levels must be made at the start of any Renewal Term.

C. AUDIT RIGHTS

Lantana Communications shall have the right to audit Purchaser records, system tools outputs, or any other system information during the Term and for up to twelve (12) months after the effective date of termination for verification that Purchaser's use, installation, execution of the Services complies with the terms of the MSA, SOW, instructions from Lantana Communications, and all applicable laws and regulations. In connection with any invoice dispute, as contemplated by this Section, Purchaser may request in writing, and Lantana Communications shall promptly provide, an accounting of all work and activities performed by Lantana Communications in connection with that disputed invoice or portion thereof.

D. SUSPENSION OF SERVICES

In the event an undisputed invoice remains unpaid more than thirty (30) days past its due date, Lantana Communications may suspend the performance of the Services hereunder until the invoice is paid.

SECTION FOUR – CHANGE ORDER PROCEDURES

Additional services requested by the Purchaser not addressed in a SOW or Change Order will be billed at Lantana Communications current T&M rates. Either Party may initiate a Change Order by submitting a written request to the other Party along with an explanation of reasons as to why such change, modification, or addition is desirable or necessary.

All Change Orders must contain:

- a) A description of any additional or reduced Services to be performed and/or changes to the performance required of either Party, including the estimated additional or reduced number of personnel needed for such performance.
- b) A description of any additional, reduced, or different Services to be rendered.
- c) A statement of the impact of the additional Services, or changes to the Services, schedule, costs, or other requirements of the applicable SOW.
- d) The signatures of duly authorized individuals of each Party.

Within fourteen (14) business days of the submission of a Change Order from one Party to the other, the receiving Party shall notify the other Party of its acceptance or its



rejection. Either Party may, in its sole discretion, reject any Change Order requested by the other Party. However, if Lantana Communications requests a Change Order to fix any deficiencies in Purchaser's infrastructure necessary to allow Lantana Communications to successfully provide its Services under any SOW, then Purchaser must accept that Change Order or Lantana Communications obligations to Purchaser under the applicable SOWs shall terminate upon rejection of the proposed Change Order. Notwithstanding anything in this MSA to the contrary, in no event shall a rejecting Party be responsible for any damage suffered by the initiating Party because of the refusal to accept a Change Order request. Once accepted, the terms of such Change Order shall be deemed to be incorporated into the applicable SOW.

SECTION FIVE – PROTECTION OF CONFIDENTIAL INFORMATION

By virtue of this MSA, all applicable SOWs, and the performance of the Services by Lantana Communications, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Each Party agrees that, absent the express prior written consent of the other Party to the contrary, (a) it will use Confidential Information (as defined below) belonging to the other Party solely for the purposes permitted under this Agreement, and (b) it will not disclose Confidential Information belonging to the other to any third party other than its employees, regulators, vendors, trading partners and/or agents reasonably requiring such Confidential Information for purposes of this Agreement and who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Each Party will promptly inform the other Party if it becomes aware of an unauthorized use or disclosure of the Confidential Information of the other Party. If a Party becomes subject to a legal requirement to disclose the Confidential Information of the other Party, then the Party receiving the disclosure request shall, prior to making disclosure thereunder, give prompt notice to the other Party so that the other Party may seek a protective order at its own expense.

For purposes hereof, "Confidential Information" shall mean (i) the terms and conditions of this Agreement, and (ii) any and all information belonging to a Party, whether stored in written, electronic, representational or physical form, concerning a Party's business, which is not at the relevant time (iii) known generally to the public through no act or omission in violation of this Agreement or in violation of another duty of confidentiality to such Party, (iv) furnished to the disclosing Party by a third party having the lawful right to do so, or (v) known to the disclosing Party prior to disclosure hereunder (as established by written documentation thereof). Confidential Information further expressly includes, but is not limited to, trade secrets, software and procedures manuals and documentation, computer programs, data file content and organization, financial data, marketing plans, customer lists and customer account information and similar information to the extent it is within the scope of the preceding sentence.



SECTION SIX – OWNERSHIP OF PROPERTY

All drawings, specifications, software, documents, manuals, materials, devices, servers, equipment and all other forms of tangible and intangible property, whether existing prior to or developed by Lantana Communications in the course of performance of the Services and furnished to Purchaser by Lantana Communications hereunder, shall remain the property of Lantana Communications or its licensors as applicable and shall be used by Purchaser for the sole purpose of the Services, and shall be promptly returned upon the expiration or termination of the term of the applicable SOW or as otherwise directed by Lantana Communications. This Section does not apply to all hardware, devices, software, equipment, licenses, and any other tangible or intangible property purchased by Purchaser at Lantana Communications direction for Purchaser's own use, or any such property that is purchased by Lantana Communications on Purchaser's behalf for Purchaser's own use, as contemplated by this MSA, including Section 3 hereof. Such property shall remain the property of Purchaser following expiration or termination of the term of the applicable SOW or MSA.

SECTION SEVEN – NON-SOLICITATION

During the Term of this MSA and for a period of two (2) years after completion of all Services under all SOWs Purchaser shall not directly or indirectly solicit for employment or hire or engage as a consultant, agent or independent contractor, any employee, consultant, agent, or independent contractor of Lantana Communications who was working in connection with any SOW hereunder, without Lantana Communications prior written consent. For the purposes of the foregoing, a person is deemed to be an employee of Lantana Communications during the term of employment and for ninety (90) days thereafter. In the event of a knowing or intentional breach of this obligation, Purchaser shall promptly pay to Lantana Communications, as liquidated damages and not as a penalty, an amount equal to such employee's most recent salary determined as of the date of the breach.

SECTION EIGHT – REPRESENTATIONS

Purchaser and Lantana Communications each represent and warrant to the other, as of the Effective Date of any agreement, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement has been obtained.



SECTION NINE – LANTANA COMMUNICATIONS OBLIGATIONS

A. WARRANTIES

Lantana Communications warrants that the Services provided hereunder will be performed in conformance with the Services description contained in the applicable SOW or Change Order in accordance with industry standards by trained and qualified personnel. Lantana Communications does not warrant uninterrupted or error-free operation of any Purchaser or third-party equipment that is within the scope of any Services. The Services are not designed or intended to be used to manage, monitor, or control any devices requiring fail-safe operation where the failure of the devices or the Services could lead to death, personal injury, or environmental damage. Lantana Communications will endeavor to meet minimum service levels for certain critical business functions, as defined in an applicable SOW (the "SLAs"). The effective date of the SLAs shall be ninety (90) days from service transition.

Purchaser agrees that, absent any intentional wrongdoing or gross negligence on the part of Lantana Communications, in the event of a breach of the foregoing warranty, its only remedy shall be the reperformance of the Services by Lantana Communications, which shall be provided at no cost to Purchaser, and Purchaser agrees to provide Lantana Communications with written notice of any nonconformity within thirty (30) days of its receipt of Lantana Communications invoice or actual knowledge of such breach. Lantana Communications warranties will not apply in the event of Purchaser's misuse, modification, improper maintenance, unsuitable operating environment, failure to notify Lantana Communications of a non-conformance within the thirty (30) day period set forth in the preceding sentence, failure to comply with instructions provided by Lantana Communications, or damage not caused by Lantana Communications.

B. WARRANTY DISCLAIMER

THE WARRANTY STATED HEREIN IS THE ONLY WARRANTY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

C. HIGH RISK ACTIVITIES

Purchaser acknowledges and agrees that Lantana Communications did not design the Services for, and does not warrant the Services for use in, the operation, management, support or delivery of products, services, systems, environments or otherwise relative to or within environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of the Services could directly result in death, personal



injury, or severe physical or environmental damage (“High Risk Activities”). LANTANA COMMUNICATIONS DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE USE OF THE SERVICES IN HIGH-RISK ACTIVITIES.

D. COMPLIANCE WITH LAWS

Lantana Communications will comply with all laws and regulations applicable to the Services provided, and Lantana Communications will comply with all applicable export and import laws, regulations, embargo, and sanction regulations, including prohibitions on export for certain end uses or to certain end users. Lantana Communications is not responsible for determining the requirements of the law and regulations applicable to Purchaser’s business.

E. MONITORING

For all monitoring services, if applicable, Lantana Communications will remotely install a Collector in Purchaser’s infrastructure, usually on a secure server, to collect flow data, fault and performance statistics of Purchaser’s devices and interfaces. Lantana Communications retrieves data from the Collector, encrypts it, and then sends it via outgoing SSL. Collector capacity depends on the number and type of metrics that are being monitored and the available resources of the infrastructure. All communications made by the Collector are outbound, and the Collector must be able to make an outgoing HTTPS (port 443) connection. Lantana Communications agrees that all data, metrics or otherwise, and any source information underlying such data that is collected by Lantana Communications shall be maintained as Confidential Information of Purchaser and Lantana Communications agrees that such information will not be used for any other purpose unrelated to the Services provided by Lantana Communications to or on behalf of Purchaser.

SECTION TEN – PURCHASER OBLIGATIONS

A. PROVISIONS

Purchaser shall, at no cost to Lantana Communications, provide in a reasonably prompt manner, (i) all data and information in the possession of Purchaser as may be required by Lantana Communications to perform the Services; (ii) access to the Purchaser networks and work site so that Lantana Communications personnel may perform the Services without interference; (iii) a person to act as Purchaser’s representative, who shall transmit instructions, receive information, and interpret and define Purchaser’s policies and decisions with respect to the Services; (iv) prompt notice to Lantana Communications should Purchaser observe or otherwise become aware of any deficiency in the Services provided by Lantana Communications; (v) data and content of any database and system that Purchaser makes available to Lantana Communications; (vi) selection and implementation of procedures and controls regarding access, security,



encryption, use and transmission of data; (vii) in the event that Lantana Communications is not providing backup management and services as part of the Services, perform periodic backups and maintain backup data as necessary to restore critical Purchaser data files in the event of loss or damage to such data from any cause; and (vii) any other additional information or assistance as may be set forth in any SOW or Change Order reasonably requested and required by Lantana Communications with respect to the performance of the Services. Lantana Communications is not responsible in any manner for changes or modifications made to the Purchaser's systems by people other than authorized representatives or employees of Lantana Communications. Lantana Communications is in no way responsible for the condition of the Purchaser's equipment prior to being serviced and is not responsible for the loss of use resulting from the failure or malfunction of the equipment and makes no guarantee to the amount of time it may take to make an evaluation or repair.

B. EQUIPMENT EVALUATION/REPAIR

Purchaser understands if it is necessary to bring a selected piece of equipment back to Lantana Communications offices for evaluation and/or repair, the Purchaser understands that they are responsible for having or requesting from Lantana Communications a backup copy of data prior to releasing that piece of equipment to Lantana Communications for analysis and/or repair. The Purchaser understands that if any piece of equipment fails, that any data salvage or recovery attempts may result in complete data loss.

SECTION ELEVEN – INDEMNIFICATION

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Other Party") from and against all third-party claims, and resulting damages, liabilities, awards, judgments, and settlements against the Other Party, of whatever nature, for damage to tangible property and bodily injury (including death), arising out of the Indemnifying Party's negligence or intentional misconduct hereunder. The Indemnifying Party's obligations under this Section Eleven (11) shall not extend to liabilities of the Other Party to the extent arising out of the Other Party's negligence or intentional misconduct. The Other Party shall give the Indemnifying Party prompt, written notice of any suit or other proceeding instituted against it for which it may wish to seek indemnification hereunder. The Other Party shall reasonably cooperate and assist the Indemnifying Party in the defense of the claim.

SECTION TWELVE – INTELLECTUAL PROPERTY INDEMNIFICATION

Lantana Communications shall defend and indemnify Purchaser from and against all third party claims, and resulting damages, liabilities, awards, judgments, and settlements against Purchaser for infringement of a third party's intellectual property rights provided, however, that Lantana Communications shall not have liability under this Section to the extent that any infringement claim is attributable to (i) the combination, operation or use of the Services with equipment or software supplied by Purchaser where the Services would otherwise not



themselves be infringing; (ii) Lantana Communications compliance with designs, specifications, or instructions by Purchaser; (iii) use of the Services in an environment or application for which it was not designed or contemplated under this MSA, any SOW, or Change Order; or (iv) modifications to the Services by anyone other than Lantana Communications where the modified version is infringing. Lantana Communications will have satisfied its obligations under this Section if, after receiving notice of a claim, Lantana Communications obtains for Purchaser the rights to continue using the Services as provided without infringement or replaces or modifies the Services, so they become non-infringing. In the event Lantana Communications can cure as set forth in this Section, Lantana Communications shall still defend and indemnify Purchaser from and against all third-party claims and resulting damages, liabilities, awards, judgments, and settlements, including attorneys' fees incurred by Purchaser in its defense, against Purchaser that are obtained or concern the time prior to cure.

SECTION THIRTEEN – LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS, BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OR IMPUTED PROFITS, BUSINESS INTERRUPTION, USE OF DATA, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PURCHASER'S DATA, PROGRAMS OR SERVICES. NO ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

SECTION FOURTEEN – THIRD-PARTY PRODUCTS

Purchaser acknowledges that certain third-party hardware and software products ("Third-Party Products") may be provided by Lantana Communications as a "pass through" to Purchaser and such Third-Party Products may be covered by a warranty offered by the third-party hardware or software vendor, not Lantana Communications. Any Third-Party Products comprising software, and which are supplied with a packaged end user license agreement, or a click-on license agreement (collectively, "EULAs") included within such third-party software are licensed under and are subject to the terms of such EULAs and are not subject to any Lantana Communications warranties or indemnification obligations contained in Sections 9 and 11 hereof. The Purchaser shall look solely to the Third-Party Products vendor for warranty support. The Purchaser shall be responsible for the acknowledgement of and compliance with the terms and conditions of all EULAs that accompany the provision of Third-Party Products. All Third-party Products when purchased will be considered the property of the Purchaser and are exempt from the provisions of Section 6.



SECTION FIFTEEN – INDEPENDENT CONTRACTOR

Each Party is acting as an independent contractor and not as an agent, partner, or joint ventures with the other Party for any purpose. Except as provided in this MSA, neither Party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

Lantana Communications shall defend and indemnify Purchaser from and against all claims and resulting damages, liabilities, awards, judgements, and settlements, including attorney's fees, brought to any subcontractor of Lantana Communications against Purchaser arising out of subcontractor's relationship with Lantana Communications.

SECTION SIXTEEN – SUBCONTRACTORS

Lantana Communications reserves the right to subcontract with other individuals and businesses for the provision of Services required to be performed pursuant to this MSA, any SOW, or Change Order. Lantana Communications shall be responsible for all payments to, as well as the direction and control of the Services to be performed by its subcontractors, if any.

SECTION SEVENTEEN – ACCEPTABLE USE POLICY

The purchaser shall not use the Services in any way that violates Federal, State, Local or International Law. This prohibition includes, without limitation, any actions which are threatening, obscene, defamatory, libelous or which violate trade secret, copyright, patent or other intellectual property rights of a third party, or rights of privacy or publicity, violate export laws, regulations, and rules (including, without limitation, the Export Administration Act and the Export Administration Regulations administered by the U.S. Dept. of Commerce) or which result in the spread of computer viruses, worms, time bombs or other damaging programs or data files. If any breach of this policy is not cured within ten (10) days after receipt of written notice from Lantana Communications, Lantana Communications may immediately suspend or terminate the Services.

SECTION EIGHTEEN – ACCEPTABLE USE POLICY

Neither Party may assign this MSA, in whole or in part without the express written consent of the other Party, except for an assignment carried out as part of a merger, restructuring, or reorganization, or pursuant to a sale or transfer of all or substantially all a Party's assets or stock, other than any such transaction that is within the scope of Section 2(b) above.

SECTION NINETEEN – AMENDMENTS

No provisions in either Party's invoices or purchase orders, or in any other business forms employed by either Party, will supersede or add to the terms and conditions of this MSA, and no supplement, modification, or amendment of this MSA, or any SOW, shall be binding, unless



executed in writing by a duly authorized representative of each Party to this MSA.

SECTION TWENTY – FORCE MAJEURE

Neither Party will be liable when and to the extent its failure to perform is due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, state of war, acts of foreign or domestic terrorism, riot, embargoes, acts of civil or military authorities, national emergencies, pandemics, epidemics, diseases, fire, hurricanes, flood and other weather conditions, and, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work around plans or other means.

SECTION TWENTY-ONE – ENTIRE AGREEMENT

This Agreement, together with its SOWs or Change Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous negotiations, agreements, or understandings whether oral or written. There are no agreements, understanding, representations or warranties not expressly incorporated herein.

SECTION TWENTY-TWO – GOVERNING LAW; EXCLUSIVE JURISDICTION AND VENUE

This MSA and its construction and enforcement shall be governed by the laws of the State of Texas, without giving effect to its conflict of law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the United States District Court of Texas or of any Texas state court sitting in Tarrant County for purposes of all legal proceedings arising out of or relating to this MSA and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may have now or hereafter laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

SECTION TWENTY-THREE – WAIVERS OF JURY TRIAL

Each of the Parties hereto hereby knowingly, voluntarily, and intentionally waives the right such Party may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this MSA, any SOW, or Change Order. This provision is a material inducement for the Parties entering into this MSA.

SECTION TWENTY-FOUR – NOTICES

All notices under this MSA shall be in writing and will be given in person, via email, by facsimile, by certified mail, or by overnight courier, to the attention of the Primary Contact. For purposes hereof, "Primary Contact" shall mean the individual listed on the "Prepared for:" section of the most recently signed SOW or Change Order.



SECTION TWENTY-FIVE – CLAIMS

In the event of a dispute arising under this MSA, neither Party shall bring a claim or action regardless of form more than one (1) year after the cause of action has arisen or more than (1) one year after the Party knew or otherwise should have known such cause of action has arisen. In the case of nonpayment by Purchaser, Lantana Communications may not bring a claim or action more than two (2) years after.