

## Term Master Services Agreement

Last Modified: September 4, 2019

THIS MASTER SERVICES AGREEMENT (this "MSA") is made and entered into as of the date electronically signed (the "Effective Date"), by and between IT Authorities, Inc. ("ITA"), and the Customer named in the related Proposal, Statement of Work and/or Order Form ("Customer"). Each of ITA and Customer is a "Party" and collectively, the "Parties". There are no intended or implied third-party beneficiaries to this MSA.

1) Services. ITA shall provide certain managed and/or professional services (the "Services") for Customer as described in all current and future Statement of Works (each, and "SOW"). In the event there are any conflicting terms between an SOW and this MSA, the terms of this MSA will govern.

2) Intellectual Property; Deliverables. All applicable common law and statutory rights in any intellectual property employed in the furtherance of this MSA shall be and remain the property of their respective owners. Customer is prohibited from distributing, transferring possession of, or otherwise making available ITA's deliverables to any third party. Customer is prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the deliverables; any such modifications, adaptations, enhancements, changes or derivative works shall be the property of ITA.

3) Payment Terms. Customer shall pay to ITA all invoiced amounts within thirty (30) days of the date of the invoice. A late payment interest charge of 1.5% per month (18% per annum) will be assessed on invoices not paid within such 30 day period. Customer agrees to pay all of the costs, expenses and damages ITA incurs as a result of Customer's failure to pay when due, including, reasonable attorneys' fees and other costs of collection. ITA may, after 15 days following written notification to Customer of nonpayment of an undisputed invoice, suspend performance of Services hereunder until such invoice is paid. If Customer desires to dispute an invoice, Customer must send written notice to ITA within 15 days of receipt of the invoice, with specific details of the reasoning for the dispute. If Customer fails to send such notice within such time period, the invoice will be deemed final and Customer will be obligated to pay the full amount of the invoice. Unless otherwise noted, the price of the materials or services ITA has agreed to provide to Customer do not include any applicable taxes, which are in addition to the agreed upon price. Customer is solely responsible for any sales, ad valorem or other taxes that may be due; Customer agrees to directly pay or to reimburse ITA for the payment of such taxes. The price for the materials and Services are subject to change, in ITA's sole discretion, provided that ITA send written notice to Customer at least thirty (30) days prior to such price change.

4) ITA's Warranty. While ITA is performing the Services, ITA warrants solely to Customer that the Services provided will material conform to the Services description in the Statement of Work ("SOW"). ITA does not warrant uninterrupted or error-free operation of any Customer or third party IT hardware or software that are within the scope of any Services. The Services are not designed nor 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 damage. The warranty provided by ITA hereunder is solely for Customer and no other third party. ITA DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE USE OF THE SERVICES IN HIGH RISK ACTIVITIES. THE WARRANTY STATED HEREIN IS THE ONLY WARRANTY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ITA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED

TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

5) Customer's Obligations. Customer shall, at no cost to ITA, provide in a reasonably prompt manner: (i) all data and information in the possession of Customer as may be required by ITA to perform the Services under this MSA; (ii) access to the Customer networks and work site so that ITA personnel may perform the Services under this MSA without interference; (iii) a person to act as Customer's representative, who shall transmit instructions, receive information, and interpret and define Customer's policies and decisions with respect to the Services under this MSA; (iv) prompt written notice to ITA if Customer observes or otherwise becomes aware of any deficiency in the Services provided by ITA; (v) perform periodic backups and maintain backup data as necessary to restore critical Customer data files in the event of loss or damage to such data from any cause; and (vi) any other additional services as may be set forth in any SOW or reasonably requested and required by ITA with respect to the performance of the Services.

6) Confidential Information. "Confidential Information" means any information or materials that a party (the "Disclosing Party") provides to, either directly or through an affiliate or third party, or which are otherwise accessed or received by, the other Party (the "Receiving Party") in relation to this MSA, including pricing, customer information, market information, processes, designs, specifications, business affairs and financial information. Confidential Information does not include information which (i) is in the possession of the Receiving Party at the time of disclosure without any prior confidentiality obligation; (ii) is independently developed by the Receiving Party without reference to any Confidential Information; (iii) is provided to the Receiving Party after the time of disclosure by an unaffiliated third party that is not under any known duty of confidentiality to the Disclosing Party; or (iii) prior or after the time of disclosure, becomes a part of public knowledge or literature through no action or inaction of the Receiving Party.

The Receiving Party agrees to use the Confidential Information solely in connection with its performance under this MSA. The Receiving Party shall keep confidential any and all Confidential Information and shall not divulge the Confidential Information to any third party. The Receiving Party may disclose Confidential Information to its employees, affiliates, or affiliate employees (including officers and directors) who are required to have access to the Confidential Information in order to perform related to this MSA. The Receiving Party shall ensure that each third party receiving Confidential Information is aware of and agrees to comply with the requirements of this MSA. The Receiving Party will protect Confidential Information with the same degree of care applied to its own information of a similar nature, but in any event with no less than a reasonable degree of care. In the event that the Receiving Party is compelled by law or by any applicable regulatory agency to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such pending disclosure so that a protective order or other appropriate remedy may be obtained by the Disclosing Party. In any event, the Receiving Party shall disclose only that minimum portion of Confidential Information that it is legally compelled to disclose, consistent with the advice of its counsel. Each Party acknowledges that breaching its obligations as the Receiving Party under this MSA could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain. Accordingly, the Receiving Party acknowledges that the Disclosing Party will have the right, in addition to its other remedies, to seek immediate injunctive relief for any violation of this Section without any showing of actual damages or the posting of any bond if permitted by law.

Notwithstanding the foregoing, the Receiving Party shall have no obligation to locate or return any electronic instances of the Confidential Information (or the media on which they reside) that are not readily accessible, including but not limited to any archive, back-up, exchange server or cache files; provided that the Receiving Party will (i) continue to treat all such Confidential Information in accordance with this MSA; and (ii) ultimately destroy said Confidential Information in accordance with its standard information retention procedures.

7) Ownership of Property. All drawings, specifications, software, documents, manuals, materials, devices, servers, equipment and all other forms of tangible and intangible property ("Material"), whether existing prior to or developed by ITA in the course of performance of the Services and furnished to Customer by ITA hereunder, shall remain the property of ITA or its licensors as applicable and shall be used by Customer 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 ITA.

8) Non-Solicitation. Customer agrees that, during the term of this MSA and for twelve months after the term ends, it will not: (i) induce or attempt to induce any employee of ITA to leave his or her employment with ITA, (ii) solicit or attempt to solicit any employee of ITA to leave his or her employment with ITA, (iii) hire in any capacity any person who has been employed by ITA at any time in the previous twelve months, or (iv) solicit any third party to hire in any capacity any person who has been employed by ITA at any time in the previous twelve months for the purpose of providing any type of service to Customer. Customer agrees that the violation of any non-solicitation obligations will cause ITA irreparable harm and will entitle ITA to, among other remedies, immediate injunctive relief. Customer agrees that each of the non-solicitation obligations are reasonable in both time and scope and are reasonably necessary to protect ITA's legitimate business interests.

9) Indemnification. Each Party to this MSA shall hold harmless and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including attorneys' fees awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with its intentional, willful, wanton, reckless conduct; provided, however, that neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, or reckless conduct, and further provided that each Party's exposure to indemnification liability, damages, costs or fees shall be limited to the (i) lesser of the available insurance proceeds, or (ii) the cap on damages in Section 17 of this MSA. The indemnified Party must provide the indemnifying Party prompt written notice of a claim (provided that the indemnifying Party will not be excused from its obligations by the failure indemnified Party to provide prompt notice, except to the extent the indemnifying Party is prejudiced in its defense of the claim by the delay), and must allow the indemnifying Party (and its insurance carrier, if applicable) to investigate such claim and otherwise cooperate with the defense. The indemnifying Party will have sole control over the defense of a claim unless the indemnified Party elects to handle its own defense of the claim. The indemnified Party may participate in the defense of a claim at its expense. The Parties will cooperate with respect to all claims, including in any claim in which both Parties are identified as defendants; provided, however, that nothing in this MSA will be deemed to preclude or limit either Party from taking steps the Party deems appropriate in its sole discretion to defend any claim or otherwise to assert its rights or protect its interests.

10) Performance of Responsibilities. Except as otherwise provided in this MSA, each Party represents, warrants and covenants that it shall perform its responsibilities under this MSA in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by the other Party or its contractors or subcontractors, without the knowledge or approval of the performing Party, (ii) the other Party's combination of the performing Party's work product or Materials with items not furnished, specified or reasonably anticipated by the performing Party or contemplated by this MSA, (iii) a breach of this MSA by the other Party, (iv) the failure of the other Party to use corrections or modifications provided by the performing Party offering equivalent features and functionality, or (v) Third Party Software, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to obtain the necessary licenses or Required Consents or to abide by the limitations of the applicable Third Party Software licenses. Each Party further represents, warrants and covenants that it will not use or create materials in connection with the Services which are libelous, defamatory, obscene or otherwise infringe another individual's privacy rights.

11) Limitation of Liability. EXCEPT FOR CLAIMS OF INTENTIONAL FRAUD OR MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS, BE LIABLE TO THE OTHER PARTY HEREUNDER OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS, USE OF DATA, OR FOR INTERRUPTION OF BUSINESS, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CUSTOMER'S DATA, PROGRAMS, OR SERVICES) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANOTHER THEORY OF LIABILITY. IN NO EVENT SHALL ITA'S AGGREGATE, CUMULATIVE MONETARY LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS MSA, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO ITA UNDER THE RELEVANT SOW FOR SERVICES DIRECTLY RELATED TO THE SPECIFIC CLAIM DURING THE 6 MONTH PERIOD IMMEDIATELY PRIOR TO ITA'S RECEIPT OF WRITTEN NOTICE OF A CLAIM.

12) Third-Party Products. Customer acknowledges that certain third party hardware and software products ("Third Party Products") may be provided by ITA as a "pass through" to Customer and such Third Party Products may be covered by a warranty offered by the third party hardware or software vendor, not ITA. 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 ITA warranties or indemnification obligations. Customer shall look solely to the Third Party Products vendor for warranty support. Customer shall be responsible for the acknowledgement of and compliance with the terms and conditions of all EULAs that accompany Third Party Products. ITA allows Customer returns based on the policies of the original product manufacturer or distributor. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded.

13) Material Dispute. The parties hereby endorse informal resolution of disputes. The parties agree that any material dispute relating to this MSA that the Parties are unable to resolve within a reasonable time period will first be submitted in writing to a designated senior executive of each of the parties who will meet and confer in an effort to resolve such dispute for a period not to exceed fifteen (15) days. Each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this MSA while any dispute is being resolved. In the event of a disagreement or dispute regarding any matter related to this MSA that is not resolved by mutual agreement, the parties hereto are free to pursue any available legal remedies. The prevailing party in any dispute related to or arising out of this MSA shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs, including fees and costs on appeal or in bankruptcy. LEGAL PROCEEDINGS ARISING FROM OR IN CONNECTION WITH THE APPLICATION OR INTERPRETATION OF THE AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS THAT LIE WITHIN HILLSBOROUGH COUNTY, STATE OF FLORIDA. ITA AND CUSTOMER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

14) Term and Termination.

a) Term. The initial term of this MSA is 24 months, with a beginning date of the Effective Date. The term of this MSA will automatically renew for an additional 12-month term upon the end of the initial term, as well as upon the end of each 12-month renewal term, unless ITA or Customer delivers written notice of cancellation and non-renewal to the other in writing at least 90 days prior to the automatic renewal date of the initial or any renewal term. Written notice of cancellation must be provided by certified or registered mail, return receipt requested, to the applicable address listed in Section 18 below. Renewal prices will be subject to change in ITA's sole discretion. In the event Customer terminates this Agreement other than pursuant to this Section 14, Customer will be obligated to pay ITA the full amount due, and all amounts that would have become due, including future payments, pursuant to this MSA or any SOW.

b) Termination for Breach. Either party may terminate this MSA or any SOW if the other party is in breach of this MSA or any SOW, and such breaching party does not cure such breach within sixty (60) days of receiving written notice of such breach from the non-breaching party. Such written notice must be certified or registered mail, return receipt requested, to the applicable addresses listed in Section 18 below.

c) Termination for Insolvency. If either party shall become bankrupt or a receiver is appointed for a substantial part of its assets or business, or any order is made approving a petition or answer seeking reorganization under any applicable bankruptcy law, then the other party to this MSA shall have the option to immediately terminate this MSA by written notice.

d) Pricing Changes. Effective each anniversary of the Effective Date, fees may increase up to 5% to accommodate local IT resource costs where Services are performed. ITA shall provide reasonable justification for any increase.

15) Survival of Terms. The terms of this MSA that address or deal with post-termination rights or obligations shall survive termination of this MSA. Except for a termination by ITA, upon expiration or termination of this MSA, any existing and uncompleted SOW will be honored by ITA and Customer, and this MSA shall be deemed to be extended solely for such SOW for a period of time not to exceed the then-current term of the SOW.

16) Notice of Laws. Customer shall be and remain familiar with the Laws and changes in Laws applicable specifically to the principal businesses of the Customer (excluding Laws applicable to the provision of information technology, the Services and other business process products and services) and shall notify ITA of such Laws and changes in Laws to the extent they relate to ITA's performance of the Services or ITA's performance of its other obligations under this MSA (collectively, "Customer Laws").

17) Miscellaneous. Customer may not assign its rights or obligations under this MSA to anyone else without ITA's prior written consent. Any purported assignment by Customer will not operate to relieve Customer of any liability under this MSA. ITA may assign any or all of its rights and obligations under this MSA to any affiliate, principal, subcontractor, or subsidiary, or pursuant to a merger, reorganization or transfer of substantially all of the assets of ITA to a successor organization. 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. ITA shall not be liable for any delay and shall be excused in its performance obligations, to include delivery of deliverable items and provisions for service, to the extent that the delay is caused by fire, adverse weather, natural disaster, accident, war, terrorism, rebellion, civil commotion or public strife, shortages of materials, labor strike, act of any government, whether legal or otherwise, act of public enemies, or any other similar causes beyond the reasonable control of ITA.

18) Notices. All notifications or other communications requiring timely action or response in this MSA must be in writing, whether specified as such or not. Notifications and correspondence to be sent under this MSA must be sent by a method providing signature proof of delivery, such as certified or courier service, and addressed as below, or as either party may designate in writing from time to time to the other party, in accordance to the provisions in this Section. All notices shall be deemed to be effective upon receipt.

To IT Authorities:

Attn: CEO

5540 West Executive Drive

Tampa, FL 33609

19) Effect of the Agreement. All SOWs hereto attached, all future SOWs and attached Exhibits along with this MSA constitute the entire Agreement. This MSA supersedes any previous oral or written agreements that may have been established between the two parties. Any revisions against this MSA must be in the form of a written addendum, executed by duly authorized representatives of each of the parties. In the event of any inconsistency between the provisions in an Addendum and the provisions of this MSA, the provisions in the Addendum shall prevail.