



## Master Education Services Agreement

This Master Managed Services Agreement (this "**Agreement**"), dated as of the executed Training or CSAP Services Exhibit date (the "**Effective Date**"), is made by and between InfoSight, Inc., a Florida corporation ("**InfoSight**") and client named on Managed Services Exhibit ("**Client**" and together with InfoSight, the "**Parties**", and each a "**Party**").

**Whereas**, InfoSight is a provider of information technology, network monitoring, and vulnerability management services; and

**Whereas**, Client desires to engage InfoSight to provide such services, and InfoSight is willing to perform such services under the terms and conditions set forth herein;

**Now, therefore**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InfoSight and Client agree as follows:

### 1. Services

InfoSight will provide to Client the services set out in one or more statements of work (each, a "**Statement of Work**" or "**SoW**" and collectively the "**Services**"). The initial accepted Statement of Work is attached hereto as Exhibit A, as may be amended or supplemented through subsequent SoWs with designations such as Exhibit A.1, A.2, A.3, etc. Client may order, and InfoSight may agree to provide, additional services in one or more additional Statements of Work signed by the InfoSight Contract Manager and the Client Contract Manager. Client must obtain prior written consent from InfoSight to limit or reduce the scope of an effective Statement of Work, provided, however, that InfoSight will have no obligation to reduce the Fees, costs, or expenses related to any such change.

### 2. Fees and Expenses

**2.1 Fees.** In consideration of the provision of the Services by InfoSight under this Agreement, Client will pay the fees set out in the applicable Statement of Work upon receipt of an invoice specifying the amounts due ("**Fees**"). Fees will be prepaid annually, or for the Initial Term, by the Client and are due by the date set forth in each invoice issued by InfoSight. Client will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, Client will not be responsible for any taxes imposed on, or regarding, InfoSight's income, revenues, gross receipts, personnel, or real or personal property or other assets.

**2.2 Expenses.** Client will pay for or reimburse InfoSight for reasonable expenses incurred in the performance of the Services, including, but not limited to, expenses for travel and accommodations ("**Expenses**"), within fourteen (14) days of receipt by Client of an invoice from InfoSight accompanied by receipts or other reasonable supporting documentation of the Expenses incurred.

**2.3 Late Payment.** Except for invoiced payments that Client has successfully disputed, all late payments of Fees or Expenses will bear interest at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client will also reimburse InfoSight for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which InfoSight does not waive by the exercise of any rights hereunder), InfoSight will be entitled to suspend the provision of any Services if Client fails to pay any undisputed Fees when due hereunder and such failure continues for more than thirty (30) days. Client's obligation to pay undisputed Fees are absolute and unconditional, and Client is not entitled to a setoff of any such amounts.

**2.4 Audits.** Client agrees and acknowledges that InfoSight may, from time to time during the Term, conduct inventory audits of Client's equipment, units, or devices used in connection with the Services and invoice Client if InfoSight determines that Client increased the number of units or devices used in connection with the Services.

### **3. Client Responsibilities**

**3.1 Client Authorized Contact.** Client will designate one of its employees or agents to serve as its primary contact and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed in a Notice to InfoSight. Client represents and warrants that the Client Contract Manager has authorization to make decisions on behalf of the Client and may be relied upon by InfoSight when providing the Services. The Client Contract Manager will respond promptly to any reasonable requests from InfoSight for instructions, information, or approvals required by InfoSight to provide the Services.

**3.2 Provision of Materials and Services to InfoSight.** Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software, equipment, and related materials and appropriate and safe work spaces for purposes of InfoSight performing the Services. Client will also provide InfoSight with access to all information, passwords, and facilities requested by InfoSight that are necessary for InfoSight to perform the Services. Client acknowledges, agrees, and understands that if InfoSight is denied access to these materials, InfoSight may be unable to perform the Services and if such a situation should exist, InfoSight will be held harmless.

**3.3 Client Facilities.** Client will be solely responsible to ensure that its facilities will be free of electromagnetic interference and other disruptive forces, and that its facilities contain proper ventilation and are set to an appropriate temperature for computer system operations. Additionally, Client will be solely responsible for hardware and equipment repair and maintenance, and Client will be responsible to purchase, comply with, and maintain all appropriate software licenses for third-party software services, unless otherwise provided in a Statement of Work.

**3.4 Data Integrity.** Client acknowledges and agrees that it will be solely responsible to protect itself against loss of data, to maintain data integrity, and to ensure that all of its data backups are performed, maintained, and are in working order, whether such data is stored, maintained, or backed-up locally on the Client's premises, through a third-party service provider, or through a cloud service. Client further acknowledges and agrees that InfoSight will not be liable for any loss of data, including any injury of any kind which arises as a result of any loss, alteration, destruction, damage, or corruption of data, or any other harm to the integrity of data. If Client has any concerns about the performance of its data backup systems, InfoSight must be immediately advised in writing through a Notice. Even where InfoSight provides services regarding any type of backup or maintenance of Client's data, InfoSight will have no liability whatsoever to ensure that data backups are performed, maintained, and are in working order and Client will be solely responsible to maintain adequate backups for all data and other items furnished by it to InfoSight.

**3.5 InfoSight Equipment.** During the Term, InfoSight may supply to Client certain equipment, hardware, devices, and accessories for use in connection with the Services (collectively "**Equipment**"). Client bears the entire risk of loss, theft, damage, or destruction to the Equipment, in whole or in part, and for any reason whatsoever ("**Equipment Loss**"). In the event of an Equipment Loss, Client must immediately notify InfoSight in writing of such Equipment Loss and if instructed by InfoSight, immediately cause such Equipment to be repaired to the satisfaction of InfoSight. Upon the termination or expiration of this Agreement, or at such other time as InfoSight may require, Client must return all Equipment to InfoSight at the sole expense of the Client within ten (10) days of such termination, expiration, or request by InfoSight.

**3.6 Equipment Integrity.** Client acknowledges and agrees that InfoSight's performance of Services is contingent upon Client's proper use of applicable equipment, hardware, accessories, and software, and the Services do not cover (i) any equipment, hardware, accessories, and software that

have been modified in any way without InfoSight's prior written approval, or (ii) unusual physical or electrical stress placed upon any equipment, hardware, or accessories. Furthermore, Client must maintain all hardware devices and software under its respective manufacturer's software subscription and maintenance services agreement, as applicable, in order for InfoSight to perform Services related thereto, including software updates or maintenance upgrades, unless such hardware devices are Equipment provided and owned by InfoSight pursuant to Section 3.5.

**3.7 Acknowledgments.** Client acknowledges that from time to time (i) InfoSight may identify additional items that need to be purchased by Client in order for InfoSight to perform the Services, and (ii) changes in the Client's systems may be required in order for InfoSight to provide the Services. In connection therewith, Client agrees to work in good faith with InfoSight to effectuate such purchases or changes. In the event that InfoSight is required to purchase any assets, including computer hardware or software, in connection with the performance of Services, all such assets will remain the sole property of InfoSight unless specifically stated otherwise in writing.

**3.8 Timeliness.** Client will take all steps necessary, including obtaining and maintaining any required licenses or consents, to prevent Client-caused delays in InfoSight's provision of the Services. Any timetable for the performance of Services is dependent on timely receipt from Client of all necessary items and authorizations to be supplied by it. In the event of a delay in delivery of such items by Client, any estimated completion date will be deferred for a period equal to the time lost because of the delay.

**3.9 Regulatory and Legal Compliance.** Client is solely responsible for and agrees to ensure InfoSight's compliance with all applicable laws related to InfoSight's provision of the Services, including but not limited to furnishing all documents and materials necessary to ensure compliance with the Health Insurance Portability and Accountability Act ("**HIPAA**") privacy provisions (if applicable). Client agrees and acknowledges that it is in the best position to know what is necessary for legal compliance within its own industry, that InfoSight is not liable for Client's own compliance with applicable laws, and that Client will indemnify InfoSight, and InfoSight may seek contribution for any damages it may suffer, due to Client's failure to ensure InfoSight's compliance with Client's industry regulations and applicable laws. Client further agrees and acknowledges that InfoSight's compliance, or any changes in compliance, with applicable laws, may result in additional fees or rates.

#### **4. InfoSight Responsibilities**

**4.1 Contract Manager.** InfoSight will designate one of its employees or agents, in its sole discretion, to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**InfoSight Contract Manager**").

#### **5. Term and Termination**

**5.1 Term.** This Agreement will commence as of the Effective Date and will continue thereafter for a period of three (3) years unless earlier terminated as provided under this Agreement (the "**Initial Term**"). On expiration of the Initial Term, this Agreement will automatically renew for additional successive three (3) year terms unless either Party provides a Notice of nonrenewal, as per the requirements set forth in Section 19.8 "Notices" of this Agreement, at least ninety (90) days prior to the expiration of the then-current term or unless and until earlier terminated as provided under this Agreement (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

**5.2 InfoSight's Right to Terminate.** InfoSight may terminate this Agreement:

- a. if Client breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Client within thirty (30) days after Client's receipt of Notice of such breach;
- b. immediately without notice if (i) Client becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy, (ii) makes or seeks to make a general assignment for the benefit of its creditors, (iii) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, (iv) is generally

unable to pay its debts as they become due, or (v) is dissolved or liquidated or takes any corporate action for such purpose; and

- c. notwithstanding anything to the contrary, upon Notice to Client if Client fails to pay any amount when due hereunder and: (i) such failure continues for more than thirty (30) days after Client's receipt of Notice of nonpayment; or (ii) such failure to pay occurs more than three (3) times during the Term.

**5.3 Client's Right to Terminate.** Client may terminate this Agreement if InfoSight materially breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by InfoSight within sixty (60) days after its receipt of Notice of such breach.

**5.4 Effect of Termination.** Upon the expiration or termination of this Agreement:

- a. Client's entire balance of unpaid Fees and Expenses will become immediately due and payable;
- b. Client will promptly return to InfoSight or uninstall any and all software installed on Client's computer system by InfoSight where title and ownership of said software is retained by InfoSight; and
- c. Client will promptly return to InfoSight any and all documentation, Equipment, or other InfoSight property in the possession, custody, or control of Client.

**5.5 Effect of Early Termination by Client.** Client agrees and acknowledges that if it early terminates this Agreement for any reason other than in accordance with Section 5.3, to the extent InfoSight discounted the Fee, Client will pay to InfoSight the sum discounted from the Fee within ten (10) days of the date of early termination.

## 6. Confidentiality and Non-Disclosure

**6.1 Confidential Information Defined.** "Confidential Information" means all information not generally known to the public disclosed on or after the Effective Date, by one Party to the other Party, including a Party's directors, officers, managers, employees, stockholders, members, partners, agents, independent contractors, consultants, affiliates, and advisors (including attorneys, accountants, financial advisors, and members of advisory boards) (collectively, "Representatives"), whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including any and all information relating to a Party's Representatives, and all information concerning a Party and its Representatives' business processes, practices, methods, policies, plans, research, operations, services, strategies, techniques, agreements and contracts, terms of agreements, transactions and potential transactions, negotiations, pending negotiations, know-how, trade secrets, databases, manuals, records, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of each Party or its businesses or any prospective customer, supplier, investor or other associated third party, as well as information of third parties with respect to which a Party is obligated to maintain confidentiality. Client further acknowledges and agrees that (i) Confidential Information includes personally identifiable information and protected health information, (ii) this Agreement does not constitute a Business Associates Agreement ("BAA") as that term is defined by HIPAA, (iii) the requirement for any such agreement may be necessary for InfoSight to provide the Services hereunder, and (iv) Client will be solely responsible for determining the necessity for a BAA and the consequences of failing to obtain one.

**6.2 Exclusions from Definition of Confidential Information.** Confidential Information will not include information that is (i) generally available to and known by the public at the time of disclosure to the other Party, provided that such disclosure is through no direct or indirect fault of the other Party or

person(s) acting on the other Party's behalf; (ii) independently developed by a Party without reference to or reliance upon the other Party's Confidential Information; or (iii) is in the receiving Party's possession at the time of disclosure.

**6.3 Disclosure and Use Restrictions.** Each Party agrees and covenants: (i) to protect and safeguard any Confidential Information of the other Party with at least the same degree of care as the receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever not having a need to know and use the Confidential Information except as required in furtherance of this Agreement and the Services to be performed hereunder or with the prior written consent of the other Party in each instance (and then, such disclosure will be made only within the limits and to the extent of such duties or consent); and (iii) not to use any Confidential Information of the other Party for any purpose outside the scope of this Agreement or in any manner to the other Party's detriment. Additionally, neither Party will disclose this Agreement, any Statement of Work, or other contract documents to any third-party other than its Representatives without the other Party's prior written consent. Additionally, if Confidential Information includes nonpublic personal information as defined Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"), InfoSight agrees not to disclose such GLBA Data in a manner that would violate the GLBA, without Client's prior written consent.

**6.4 Compelled Disclosure.** Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosing Party minimize the extent of such disclosure to only the minimum disclosure necessary to comply with such law, regulation, or order and further provided that the Party receiving such an order will promptly provide written notice of any such order to the other Party prior to disclosure so that such other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. If a receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a Party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

**6.5 Confidentiality Term; Return and Destruction of Confidential Information.** Each Party's obligations of confidentiality, non-disclosure, and restrictions on use hereunder with respect to each item of Confidential Information disclosed will continue until and unless one of the exceptions set forth in Section 6.2 applies to such item of Confidential Information. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody, or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the receiving Party may retain a copy of any Confidential Information to the extent (i) required by applicable law; or (ii) it would be unreasonably burdensome to destroy.

## 7. Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, software, work product and other materials that are delivered or provided to Client under this Agreement or prepared or invented by or on behalf of InfoSight in the course of performing the Services (collectively, the "Deliverables"), except for any Confidential Information of Client or Client materials, will be owned exclusively by InfoSight. InfoSight hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the

Services. Except as expressly permitted under this Agreement or a Statement of Work, Client may not distribute Deliverables or the results of any Services to any third party (whether by rental, lease, sublicense, or other transfer), or (b) disassemble or reverse engineer any Deliverables or otherwise attempt to derive any software source code from Deliverables. Additional usage restrictions on Deliverables may apply and be provided in applicable installation instructions or release notes.

## 8. Non-Solicitation of Employees

Each Party agrees and covenants that during the Term and for a period of two (2) years thereafter, it will not, directly or indirectly, for itself or on behalf of any other person or entity, solicit, hire, recruit, or attempt to solicit, hire, or recruit, any existing employee of the other Party or any person who has been employed by the other Party within the twelve month period immediately prior to such action (collectively, "**Covered Employee**"), or induce or attempt to induce any Covered Employee to terminate his or her employment with the other Party, unless waived in writing by the other Party in its sole discretion.

## 9. Insurance.

**9.1 InfoSight.** During the Term, InfoSight will, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes but is not limited to: (i) commercial general liability insurance in a sum no less than One Million Dollars (\$1,000,000) per occurrence; (ii) business automobile liability insurance in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (iii) workers compensation insurance at statutory limits; and (iv) professional liability insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).

**9.2 Client.** During the Term, Client will, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes but is not limited to: (i) commercial general liability insurance in a sum no less than One Million Dollars (\$1,000,000) per occurrence; and (ii) property insurance for Client's equipment that is subject to the provisions of this Agreement and the Services to be provided hereunder in a sum no less than One Million Dollars (\$1,000,000) per occurrence. Additionally, during the Term and for a period of three (3) years thereafter, Client will, at its own expense, maintain and carry cyber liability insurance. Such insurance will cover, at a minimum, any claim arising out of network security breaches and unauthorized disclosure or use of information; specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Client's specific coverage and policy limit requirements but in no event will such policy limits be less than \$1,000,000 per occurrence.

**9.3 Cyber and Privacy Insurance.** Client acknowledges that Client is solely responsible for obtaining and maintaining, for the duration of these Terms, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Client acknowledges that MSP does not provide Client with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services or an executed "REQUESTED SERVICES" and that Client's use of the Services does not, in any way: (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Client's need for Cyber and Privacy Liability insurance coverage or (iii) relieve Client's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

**9.4 Waiver of Subrogation.** To the fullest extent permitted by law, each Party waives all rights against the other Party for recovery of damages to the extent such damages are covered by workers compensation to the extent permitted by law and employers' liability, professional liability, general liability, property insurance, commercial umbrella/ excess, cyber or other commercial liability insurance obtained by either Party. Client will not hold InfoSight or its subcontractors or third-party service providers responsible for such losses and will confirm that its insurance policies referenced above provide for the waiver of subrogation.

## 10. Indemnification.

**10.1 Indemnification.** Each Party will defend, indemnify, and hold harmless the other Party and each of its respective affiliates and its and their respective officers, directors, employees, agents, members, managers, successors, and assigns (each, a “**Indemnitee**”) from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Losses**”) incurred by the Indemnitee resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity, or otherwise (“**Action**”) by a third party (other than an affiliate of the Indemnitee) that arise out of or result from, or are alleged to arise out of or result from: (i) the Party’s breach of any representation, warranty, covenant, or obligation under this Agreement; (ii) bodily injury, death of any person, or damage to real or tangible personal property resulting from the acts or omissions of the Party or its personnel; (iii) gross negligence or willful misconduct of a Party or its personnel in connection with this Agreement; or (iv) any failure by to comply with any applicable laws. The preceding indemnification obligations are conditioned on the indemnified Party notifying the indemnifying party promptly in writing of such Action. The indemnified party reserves the right to assume the exclusive defense and control of any Action for which the indemnifying party is required to indemnify the indemnified Party, and the indemnifying party agrees to cooperate with the indemnified Party’s defense of such Action. The indemnifying party will not settle any Action without the prior written consent of the indemnified Party.

#### **11. Limitation of Liability**

IN NO EVENT WILL INFOSIGHT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OR DESTRUCTION OF DATA OR DIMINUTION IN VALUE, DOWN TIME, ANY LOSS OF PERSONALLY IDENTIFIABLE OR PROTECTED INFORMATION, GOODWILL, MARKET REPUTATION, BUSINESS RECEIPTS OR CONTRACTS OR COMMERCIAL OPPORTUNITIES, REMOVAL AND REINSTALLATION COSTS, COSTS ARISING OUT OF OR RELATING TO INFOSIGHT’S SYSTEMS INSPECTION AND ANALYSIS OF THE COMPUTER SYSTEMS OR ANY DEFECT OR FAILURE OF THE SYSTEMS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), A CYBERATTACK, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL INFOSIGHT’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF, OR RELATED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), A CYBERATTACK, OR OTHERWISE, EXCEED THE LOWER OF (i) THE AGGREGATE AMOUNTS ACTUALLY PAID TO INFOSIGHT UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, or (ii) THE AMOUNT PAID TO INFOSIGHT UNDER THE SOW THAT INCLUDES THE SERVICES WHICH GAVE RISE TO SUCH LIABILITY.

## 12. Limited Warranty and Additional Limitation of Liability

InfoSight warrants that, subject to and contingent on the Client's performance of its responsibilities under this Agreement, it will perform the Services substantially in accordance with the specifications set forth in this Agreement and applicable Statement of Work. For any breach of the foregoing warranty, InfoSight will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the thirty (30) day period immediately preceding the date of Client's Notice to InfoSight specifying in reasonable detail such non-conformance. If InfoSight concludes that conformance is impracticable, then InfoSight will refund all fees paid by Client to InfoSight hereunder, if any, allocable to such non-conforming Services. InfoSight makes no warranties except for that provided in this section. All other warranties, express and implied, are expressly disclaimed.

## 13. Disclaimers.

**13.1** The express remedies set forth in Section 12 will constitute Client's exclusive remedies, and InfoSight's sole obligation and liability, for any claim that a Service hereunder does not conform to specifications or is otherwise defective, or that the Services were performed improperly. InfoSight will not be responsible for impairments to the Services caused by acts within the control of Client or its employees, agents, contractors, suppliers, or licensees, the interoperability of Client's applications or systems, or other cause reasonably within Client's control and not reasonably related to services provided under this Agreement.

**13.2** Except for the warranties made by InfoSight in Section 12, which are limited warranties and the only warranties provided to Client, the Services and Deliverables are provided strictly "as-is." InfoSight does not make any additional warranties, expressed, implied, arising from course of dealing or usage of trade, or statutory, as to the Services and Deliverables provided hereunder, or any matter whatsoever. The Parties disclaim all warranties of merchantability, fitness for a particular purpose, satisfactory quality, title and non-infringement. Further, InfoSight does not warrant that the Services or any Deliverables will meet any Client requirements not set forth herein, that any Deliverables or Services will operate in the combinations that Client may select for use, that the operation of any Deliverables or Services will be uninterrupted or error-free, or that all errors will be corrected. If pre-production (e.g., "alpha" or "beta") releases of software are provided to Client, such copies are provided "as-is" without any warranty of any kind.

**13.3** Except as may be done in accordance with Section 18.4, no statement by any InfoSight employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

## 14. License Agreements

**14.1 Pre-Existing License Agreements.** Any software product provided to Client by InfoSight as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third-party license agreement.

**14.2 EULA.** Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("**EULAs**"). EULAs may contain service levels, warranties, and liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, InfoSight is required to comply with a EULA and the third-party EULA is modified or amended, InfoSight reserves the right to modify or amend any applicable Statement of Work to ensure its continued compliance with the terms of such EULA. In accordance with Section 10, Client agrees to hold harmless and indemnify InfoSight against any third-party claim arising from Client's violation of any of the terms and conditions included in the subject EULA.

**14.3 Third-Party Products.** Product warranties for third-party products, if any, are provided by the manufacturers thereof and not by InfoSight. Unless otherwise stated in a Statement of Work, all hardware, software, peripherals, or accessories purchased or licensed through InfoSight ("**Third-Party Products**") are nonrefundable. InfoSight will use reasonable efforts to assign, transfer and facilitate all warranties (if



any) and service level commitments (if any) for the Third-Party Products to Client, but will have no liability whatsoever for the quality, functionality, operability, or otherwise for any Third-Party Products, and InfoSight will not be held liable for the performance, uptime, or usefulness of any Third-Party Products. Unless otherwise expressly stated in a Statement of Work, all Third-Party Products are provided “as is” and without any warranty whatsoever as between InfoSight and Client (including but not limited to implied warranties).

#### **15. Client Data and Software License**

Client is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information, or other material submitted by Client, or on its behalf, to InfoSight. To the extent InfoSight is required to install or replicate Client’s software as part of the Services, Client must independently verify that all such software is validly licensed. Client’s act of providing any software to InfoSight will be deemed Client’s affirmative representation and warranty to InfoSight that Client has a valid license that permits InfoSight to perform the Services related thereto. In addition, Client must monitor its equipment for the installation of unlicensed software unless InfoSight has expressly agreed to conduct such monitoring in a Statement of Work

#### **16. Cyber Terrorism & Terrorism Limitation of Liability**

In no event, including the negligent act or omission on its part, will InfoSight, whether under this Agreement, a Statement of Work, or otherwise, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses including (without limitation) if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses, loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable if such loss was the result or arose from any act of Cyber Terrorism, terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion or assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things. “**Cyber Terrorism**” means an act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government or to put the public in fear for such purposes by using activities perpetrated electronic ally that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks or its content thereof or sabotage and or threat therefrom.

#### **17. Cyberattacks**

**17.1 Security.** Client agrees that it will maintain enterprise-class anti-virus and malware defense software with ongoing maintenance during the Term of this Agreement. Client further understands and agrees that while InfoSight may take reasonable measures to secure the infrastructure on which the Services are provided from cyber-attacks and malicious software and code (“**Malware**”), new attack vectors and exploits are created or used by malicious actors every day. By using the Services, you acknowledge that InfoSight cannot be, and is not, expected to anticipate Malware and these new vectors but can only employ industry-standard measures to mitigate the risks. Where InfoSight is actively employing measures to combat cyberattacks and an exploit or data loss occurs, Client agrees to hold InfoSight completely harmless for any consequences of same. Client further understands and agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented or rendered ineffective by Malware, such as certain ransomware or rootkits that were unknown to the Malware prevention industry at the time of infection, or which are purposely or intentionally downloaded or installed onto your system. InfoSight does not warrant or guarantee that it is capable of detecting all Malware; that Malware avoided, quarantined, or removed, or that any data

deleted, corrupted, or encrypted by such malware (“**Impacted Data**”) will be recoverable. Unless otherwise expressly stated in a Statement of Work, the recovery of Impacted Data is not included in the Services and InfoSight will not be responsible or liable for any Impacted Data, or any damages resulting from Impacted Data.

**17.2 Malware.** Client agrees and understands that InfoSight is not responsible for Malware that gains access to Client’s computers or any damage resulting therefrom.. Client is solely responsible for taking measures to prevent infection of Client’s computers due to user introduction of Malware, whether intentionally or unintentionally.

**17.3 Social Engineering.** Client agrees and understands that InfoSight will not be responsible or held liable for any cyberattacks wherein social engineering tactics are employed, including any damages resulting therefrom. For example, common scams to test employees’ adherence to the security policies and practices, phishing attempts, business email compromise, corporate account takeover, or ransomware attacks leading to cyber extortion, or the transfer of Client funds.

**17.4 Unauthorized Access.** Client agrees and understands that Client is solely responsible for the security of any computer or device with which Client connects to or uses in connection with the Services, and any data, programs, or information stored on such devices. InfoSight is not responsible or liable for any unauthorized access to the data, files, transmissions, or communications sent to or from Client or for unauthorized access to Client’s computers or devices, or any damages resulting therefrom. Client is solely responsible for taking measures to ensure the security of its computer systems to prevent unauthorized access by unauthorized actors.

## 18. Virtual Staff Augmentation Services

**18.1 Scope of Service.** InfoSight may provide to Client under a Statement of Work certain staffing and consulting services where an InfoSight virtual staff service provider (“**VSSP**”) provides advice, suggestions, and recommendations to Client for informational and educational purposes only, regarding information technology and matters related to the Services (“**VSAS Services**”). Client agrees and acknowledges that Client is solely and exclusively responsible to implement and fund any advice, suggestions, or recommendations made by the VSSP and that InfoSight will not be liable or responsible to Client or any third party with respect to the advice, suggestions, and recommendations made by the VSSP, or the Client’s failure to implement or inadequate implementation of the advice, suggestions, and recommendations made by the VSSP.

**18.2 Relationship of Client and VSSP.** Client agrees and acknowledges that nothing contained in this Agreement, any Statement of Work, or otherwise will be construed to create a joint venture, partnership, employment or agency relationship between Client and the VSSP, and that the VSSP will not hold or maintain any fiduciary relationship or duties with the Client other than those expressly set forth in the applicable Statement of Work. Client will not list or place the VSSP on the Client’s corporate records or accounts, or otherwise publicize the VSAS Services without the prior written consent of InfoSight.

**18.3 VSAS Indemnification.** Client will defend, indemnify, and hold harmless the VSSP, InfoSight, and each of their respective officers, directors, employees, agents, contractors, successors, and assigns (each, a “**VSSP Indemnitee**”) from and against any and all Losses incurred by the VVSP Indemnitee resulting from any Action by a third party that arise out of or result from, or are alleged to arise out of or result from, the provision of VSAS Services or from the Client’s failure to or inadequate implementation of the VSSP’s advice, suggestions, and recommendations.

## 19. Miscellaneous

**19.1 Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by InfoSight will be under its own control, Client being interested only in the results thereof. InfoSight will be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement will give the Client the right to instruct, supervise, control, or direct

the details and manner of the completion of the Services. The Services will be subject to the Client's general right of inspection throughout the performance of the Services. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. InfoSight will be responsible for and will pay all unemployment, social security, and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to InfoSight and its employees that perform any work under or pursuant to the terms of this Agreement.

**19.2 Subcontractors.** InfoSight may engage subcontractors to perform Services under this Agreement in its sole and exclusive discretion.

**19.3 Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement will supersede and control.

**19.4 Amendments.** Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by InfoSight Contract Manager and Client Contract Manager. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**19.5 Assignment.** Client will not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of InfoSight. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve Client of any of its obligations under this Agreement. InfoSight may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of InfoSight's assets without Client's consent but upon ten (10) days prior Notice to Client.

**19.6 Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**19.7 No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**19.8 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications (each, a "**Notice**") must be in writing. Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, and (b) the party giving the Notice has complied with the requirements of this Section. The Client is solely responsible for ensuring that its contact information for Notices remains current and accurate at all times during the Term.

**19.9 Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court or arbitrator will modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**19.10 Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, are governed by, interpreted, and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

**19.11 Injunctive Relief.** In the event of a breach or threatened breach of Sections 6 or 8 of this Agreement, the Party in breach or threatened breach hereby consents and agrees that the other Party will be entitled to, in addition to all other available remedies at law or in equity, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief will be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. The prevailing party to any such action will be entitled to an award of its reasonable attorney's fees and costs.

**19.12 Dispute Resolution.** Except for a claim arising out of a breach or threatened breach of Sections 6 or 8 of this Agreement, any controversy arising out of or relating to this Agreement will be settled by arbitration in Miami-Dade County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered in any arbitration may be entered in any court of competent jurisdiction. The arbitrator has the power to award attorney's fees and costs to the prevailing party, which will be part of the arbitration award. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Neither Party will institute a proceeding hereunder until that Party has furnished to the other Party at least fifteen (15) days prior Notice of its intent to do so.

**19.13 Force Majeure.** InfoSight will not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond InfoSight's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of InfoSight. InfoSight will give Notice to Client within a reasonable period of time following the Force Majeure Event, stating the period of time the occurrence is expected to continue. InfoSight will use diligent efforts to end failure or delay and ensure the effects of such Force Majeure Event are minimized. InfoSight will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that InfoSight's failure or delay remains uncured for a period of sixty (60) consecutive days following Notice given by it under this Section, Client may thereafter terminate this Agreement upon fourteen (14) days' Notice.

**19.14 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**19.15 Counterparts.** This Agreement may be executed in counterparts, including via electronic signature, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.