

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into by and between Customer and Total Communication Solutions, LLC d/b/a SUPPLIER, its Suppliers, service providers, and/or licensors including, without limitation, Zoom (collectively referred to as “**Supplier**”). The agreement is effective on the date that the Customer signs the Order Form (as defined below) which incorporates by reference this Agreement (“Effective Date”) and governs the Services (as listed in the Order Form) to be provided by Supplier. By executing an Order Form, Customer is accepting and agreeing to this Agreement and the terms of such Order Form which, upon execution by Customer, is incorporated into and subject to this Agreement. Each Order Form executed by Customer shall be effective as of the effective date specified therein or, if no effective date is specified, the date Customer executes the Order Form. The Subscription Term (as defined below) for the Services commences on the date specified in the Order Form or, if no Subscription Term effective date is specified, the date Customer executes the Order Form. Supplier and Customer may be referred to individually as a “Party” and, collectively, as the “Parties”.

WHEREAS, Customer wishes to subscribe to Supplier services for its own internal business purposes; and

WHEREAS, Supplier and Customer desire to enter into this Agreement and an associated Order Form to memorialize the terms and conditions pursuant to which Supplier will provide the Services to Customer and Customer will use the Services.

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

“**Affiliate**” of a Party means any entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the power to direct or cause the direction of the management and policies of such entity.

“**Customer Data**” means any data, images, information, and/or material made accessible to Supplier and/or captured, transmitted, and/or uploaded into any of the Services and/or any applicable software platform.

“**Intellectual Property Rights**” means any and all rights in and to any forms of intellectual property including, without limitation, patents (including patent applications), trademarks, and service marks (including any trademark and/or service mark applications), copyrights rights (including copyrights, copyright registrations, and copyrights with respect to computer software, software design, source and object code computer programs), trade secrets, software architecture, programming tools, graphic user interfaces, documentation, reports, dashboards, trade secrets, methodologies, logos, processes, formulae, algorithms, logic designs, screen displays, schematics, drawings, specifications, databases and/or software, and any related documentation, documents, mask work rights, moral rights, designs, ideas, product information, inventions and improvements thereto (whether or not patentable), all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), and, irrespective of whether copyrightable and/or registered, and any other intellectual property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to any of the foregoing.

“**Law**” means any local, state, federal, administrative, and/or foreign laws, statutes, treaties, regulations, and/or court or regulatory agency order applicable to a Party.

“**Order Form**” means any ordering document for the purchase of the Services, that is executed by Supplier and Customer. Each executed Order Form is incorporated herein and subject to the terms and conditions of this Agreement.

“Services” means Supplier’s services and any associated equipment ordered by Customer and listed in an Order Form and provided and hosted by Supplier including any updates and upgrades to any such services hosted and/or provided by **Total Communication Solutions, LLC d/b/a TCS**, its Suppliers, service providers, and/or licensors including, without limitation, Zoom (collectively referred to as “Supplier”).

“Subscription Term” means the period of time the Services are contracted for as set forth in an Order Form.

2. Services; Customer Obligations

2.1 Provision of the Services. (a) This Agreement establishes the terms under which Customer may receive, access, and/or use the Services purchased by Customer from Supplier. By ordering, installing, activating, using, and/or paying for any Services, Customer agrees to be bound by this Agreement. Supplier reserves the right, with or without notice, to amend or modify this Agreement, and Customer agrees to be bound by any amendment or modification as long as any such amendment or modification does not materially and adversely affect Customer’s use of the Services purchased by Customer.

(b) Supplier will make the Services available pursuant to the terms of this Agreement and each Order Form during the applicable Subscription Term to (i) Customer; and (ii) each individual employee, consultant, contractor, and agent who is authorized by Customer to access and/or use the Services during the Subscription Term (each, a “User(s)”), subject to the usage restrictions, limits, and/or conditions set forth in this Agreement as well as the applicable Order Form and Services description located in Attachment 1. If Customer experiences any problem with the provision of any Services including any equipment provided by Supplier. Supplier reserves the right to perform its obligations under this Agreement through use of subcontractors, provided that Supplier is responsible for any subcontractor used to provide any Services. Customer understands and acknowledges that Supplier may use third party software in its performance and provision of the Services including components subject to the terms and conditions of open-source software licenses.

(c) Customer Affiliates may purchase Services under this Agreement by executing an Order Form. Each Order Form is a separate contract between Supplier and the Affiliate that executes it, and such Affiliate will be deemed “Customer” as used in this Agreement with respect to such Order Form. The Parties acknowledge and agree that Customer Affiliates are not intended to be third party beneficiaries to this Agreement unless contracting directly with Supplier under an applicable Order Form pursuant to this Agreement. Customer shall be fully liable for any breach of the terms of this Agreement by any Customer Affiliate receiving, using, or having access to the Services, not directly contracted with Supplier under an Order Form.

(d) The Services are made available through an account set up for Customer. Customer’s right to access and use the cloud-based Services and associated equipment is subject to the terms and conditions of this Agreement. Customer agrees and acknowledges that each User is responsible for the control of and/or access to such User’s account, including limiting access to the User’s username and password and agrees to take all reasonable precautions to protect the confidentiality of each User’s username and password as well as access to the User’s account. Customer or the affected User shall immediately notify Supplier in writing in the event that the User discovers or believes that the User’s account, username, and/or password has been compromised or accessed in any unauthorized way. Supplier shall not be liable to Customer, any User, or any third party for any failure to prevent unauthorized access to any User account. Customer and each User: (i) are prohibited from sharing any assigned access credentials with any other person, entity, or device; and (ii) shall not designate any person or entity offering or providing any product or service that is competitive with any of Supplier Services (“Supplier Competitor”) as a User or allow any Supplier Competitor to access or use any Services in any manner. Customer is responsible for ensuring that each User abides by the terms and conditions of this Agreement and, upon becoming aware of any violation of this Agreement, will immediately notify Supplier in writing of any such violation. Customer shall be responsible and liable for the acts, errors, negligence, and omissions of any of its Users.

(e) Updates; Future Features and Functionality. Supplier reserves the right to modify features and/or functionality of the Services from time to time in its sole discretion. Supplier may decide to add new features and/or functionality to the Services and will determine whether any new features and/or functionality require additional fees. Access to certain new features and/or functionality may require Customer's acceptance of additional terms and conditions. Supplier may or may not provide notice of changes to the Services. Customer's purchase of any Services is not contingent or dependent on the delivery of any future feature, functionality, or other services or products regardless of any communications about Supplier's plans, including any information on Supplier's website or in any presentation, proposal, press release, or public statement. From time to time, provide Customer with a maintenance update to any of the Services.

(f) Customer is solely responsible for: (i) maintaining adequate data privacy and cyber-liability protections for all of Customer's systems, including any local area network or other networks, owned or otherwise used by Customer, including after the time in which Customer may have modified (or caused others to modify) network settings to permit Supplier to provide the Services; (ii) each Authorized User's use of and access to the Services; (iii) ensuring that Company has reasonable access to the Customer's systems and Customer Equipment when Supplier or its Supplier's personnel and/or contractors are on Customer's premises to perform any work, including the installation, testing, servicing, repair, replacement, and/or removal of any Services or equipment from the premises; (iv) the use of any images, videos, and/or any other data transmitted from the Services; (v) providing (a) appropriate and adequate electrical power for the Services including all equipment; and (b) a safe, fully-secure, and otherwise adequate physical location for installation of any equipment at the premises, including a location within the premises that satisfies the requirements of any equipment manufacturer, including any requirements respecting the environment in which the equipment is located; and (vi) providing adequate (a) security measures to prevent access to the Services including any equipment from persons not authorized for such access and (b) communications equipment and communications services with sufficient bandwidth, network stability, and access to the internet for the Services including any equipment in order to permit data, video, and images to be transmitted via a safe, fully-secure, and otherwise adequate connection to the internet to permit the Services to operate as intended. Except for any equipment provided by Supplier have no responsibility for any equipment, device, or property owned by Customer and/or any third party including any cameras.

(g) Delay In Delivery / Installation / Risk Of Loss. Supplier shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of any equipment, equipment failure, or for interruption of Services due to any force majeure event. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. If any work is delayed through no fault of Supplier shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of any material and/or equipment once delivered to Customer's premises unless maintenance for such equipment is purchased and maintained through Supplier. If Customer requests that Supplier perform any service or furnish any equipment and/or material not specifically contained in an Order Form, Customer shall pay Supplier for any such service and equipment and/or material at Supplier then-existing rates in effect.

(h) Alteration Of Premises For Installation. Supplier shall not be responsible for any condition created as a result of any such installation, testing, repair, maintenance, provision, or removal of the Services.

(i) Customer will comply with all applicable Laws while using the Services, including any employment and privacy laws applicable to the Customer's personnel and any third party whose data may be processed through the Services, and will indemnify and hold Supplier harmless from and against any and all claims brought against Supplier or its personnel as a result of Customer's non-compliance with any applicable Law.

(j) Customer agrees that (i) there is a risk that unauthorized persons may gain access to the Services, Customer Data, and/or information regarding the Services; (ii) Customer has assumed all such risk as a condition of using the Services; (iii) Customer shall keep confidential all information available on the Services and all passwords relating to accessing and using the Services; and (iv) it shall not use of the Services for any illegal purpose or in violation of any Law.

(k) Customer agrees and acknowledges that Supplier retains a security interest in all equipment installed by Supplier at any Customer premises and Supplier is authorized to file a financing statement on any such equipment.

3. Fees

3.1 Invoice and Payment. (a) Unless otherwise specified in an Order Form, all fees for Services ordered by Customer (collectively, the "Fees") shall be paid in U.S. dollars in advance in accordance with the payment frequency period specified in the Order Form within thirty (30) days of the invoice date. Customer shall provide accurate, current, and complete information on Customer's legal business name, address, email address, and phone number, and number of locations and maintain and promptly notify Supplier in writing if any of this information changes. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by Law and Supplier shall be reimbursed for all costs and expenses, including legal fees, incurred in collecting any unpaid invoice. All Fees are based on the Services ordered by Customer in any Order Form and not actual usage of the Services. All payment obligations are non-cancelable, Fees paid are non-refundable nor subject to set-off, and Services and quantities ordered cannot be decreased during the Subscription Term then in effect. Customer shall be responsible for all taxes associated with the Services ordered by Customer other than taxes based on Supplier's net income.

3.2 Suspension of Services. In addition to any other rights or remedies Supplier may have under this Agreement or by Law, Supplier reserves the right to suspend Customer's access to any Services, without any liability to Supplier for such suspension, for any uncured breach of this Agreement or upon written notice of non-payment to Customer sent by Supplier (notice by email is acceptable) and such Services shall only be resumed if Customer cures such breach within ten (10) business days of receipt of such written notice or, if pursuant to non-payment, pays the full amount of such invoiced Fees (except for any disputed Fees then subject to a Billing Dispute under Section 3.3) to Supplier. The Subscription Term will remain unchanged notwithstanding any suspension of Services hereunder.

3.3 Billing Disputes. Any dispute involving any invoiced Fees ("Billing Dispute") must be in writing and submitted in good faith to thirty (30) days of the invoice date and include a reasonably detailed statement describing the nature and amount of the disputed Fees as well as the reasonable and good faith basis for why a credit is being requested ("Billing Dispute Notice"). Customer shall cooperate in good faith with Supplier to promptly address and attempt to resolve any Billing Dispute submitted by Customer. Customer acknowledges and agrees that, if Customer does not submit a timely Billing Dispute Notice in compliance with this Section, Customer waives all rights to dispute such invoice and all Fees set forth in such invoice will be deemed to be correct and binding on Customer. Notwithstanding any dispute of invoiced Fees submitted in accordance with this Section, Customer shall remain obligated to pay in a timely manner all undisputed Fees within thirty (30) days of the invoice date or as otherwise applicable.

4. Proprietary Rights

4.1 Ownership. Customer agrees and acknowledges that: (i) Supplier owns all worldwide right, title, and interest in and to the Services including any associated equipment and all Intellectual Property Rights and such ownership rights include all enhancements, modifications, adaptations, and/or derivative works related to the Services; (ii) Customer is not being granted any Intellectual Property Rights in or to the Services or any associated equipment; and (iii) Supplier may modify and/or improve the Services at any time.

4.2 Grant of Rights. This is an agreement for use of the Services and not an agreement for the sale or license of any software or equipment unless otherwise specified in an Order Form. Customer is receiving a limited, non-exclusive, non-transferable, revocable right to access and use the Services and associated equipment in accordance with this Agreement and the applicable Order Form, solely for Customer's internal business purposes and solely during the Subscription Term, subject to the terms and conditions of this

Agreement and the applicable Order Form. No rights are granted to Customer other than as expressly set forth in this Agreement and Supplier reserves all rights not specifically granted under this Agreement including, without limitation, all Intellectual Property Rights in and to the Services.

4.3 Customer Obligations; Grant Restrictions. (a) Customer shall not use the Services for any purposes beyond the scope of use granted in this Agreement. Customer and its Users shall not (nor allow any person, Affiliate, and/or entity to): (i) modify, copy, or create any derivative works based on the Services; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Services available to any third party, other than to authorized Users as permitted herein; (iii) reverse engineer, disassemble, or decompile any portion of the Services, including any software utilized in the provision of the Services, except to the extent required by Law; (iv) access the Services if it (or any Affiliate) is a direct competitor of Supplier or Zoom or in order to build any competitive or commercially available product or service or for purposes of monitoring the availability, performance, or functionality of the Services, or for any other benchmarking or competitive purposes; (v) frame, mirror, duplicate, republish, and/or copy any features, functions, integrations, interfaces, and/or graphics of the Services; (vi) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or that violates any Law; or (vii) use the Services in violation of any Law or outside the scope of the rights granted in Section 4.2. Customer will cause its Affiliates (and each Affiliate's Users) who have access to and/or use the Services to comply with the provisions of this Agreement and shall be responsible and liable for the acts, errors, negligence, and/or omissions of all Users and each Affiliate's Users relating to this Agreement and/or the use of any Services.

(b) Customer and its Users shall: (i) be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data that Customer and/or any User makes accessible, stores, and/or transmits to or process through the Services; (ii) use commercially reasonable efforts to prevent unauthorized access to and/or use of the Services and any User credentials; (iii) notify Supplier immediately of any unauthorized access to and/or use of any User credentials or the Services and of any security breach pertaining to the Services; and (iv) comply with all applicable Laws including, without limitations, Laws regarding privacy and protection of personal data.

(c) Customer Data. Supplier assumes no responsibility to interpret or segment any Customer Data based upon its contents and/or characteristics.

(d) Grant Restrictions. Customer acknowledges that Supplier's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, premises, facilities, equipment, network, and information; and (ii) Customer's timely decision-making and provision of timely, accurate and complete information and reasonable assistance including, granting of approvals or permissions, as subsections (i) and (ii) are deemed reasonably necessary and reasonably requested for Supplier to perform, provide, and/or implement the Services. Customer will promptly obtain and provide to Supplier with any required licenses, approvals, and/or consents necessary for Supplier's performance and/or provision of the Services. Supplier will be excused from its failure to perform its obligations under this Agreement and any Order Form to the extent such failure is caused by Customer's delay in performing or failure to perform its responsibilities under this Agreement.

4.4 Ownership and Use of Customer Data; Data Processing. Customer owns all right, title and interest in and to all Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership and/or right to use of all Customer Data. Customer warrants that it has all rights, licenses, and consents necessary for Supplier to process the Customer Data (including any personal information) as permitted under this Agreement. Subject to the terms of this Agreement, Customer hereby grants to Supplier a worldwide, limited, royalty-free, perpetual, non-exclusive, non-transferable (except as set forth in Section 10.6) license (where applicable) and right to: (a) access, store, compile, configure, reconfigure, reproduce, use, copy, transmit, make derivatives, report, and display any Customer Data provided or made accessible by Customer to Supplier in order to provide the Services (including the ability to address service and/or technical problems and/or maintain and monitor usage of the Services); and (b) de-identify and aggregate Customer Data with data of other customers or third parties such that it does not reveal the identity of any individual or include personally

identifiable information to perform analytics and reporting for system metrics, benchmarking, product improvement, quality control, and product development, and other business purposes; and (c) enforce the rights of the Parties under this Agreement, as may be applicable. Customer reserves all rights in and to all Customer Data not expressly granted to Supplier.

4.5 All Customer owned and/or provided products and/or services embedded in, supported by, or essential to use and/or access the Services must have active maintenance agreements. Customer is responsible for all maintenance, support, and licensing agreements with third party vendors for all non- Supplier provided equipment during the Subscription Term. Customer shall also be responsible for the application, operation, maintenance, and support of Customer's systems including all hardware and software and all components thereof including, without limitation, the implementation of appropriate procedures, training, and safeguards and performing routine backup and for keeping backup information and data in a safe location.

4.7 Reliance. Customer agrees and acknowledges that Customer's personnel, representatives, and contractors (excluding Supplier) are responsible for promptly providing Supplier with customer service records, DID's, number of phone lines, and other information pertinent to the implementation and cut-over to Zoom services. Accordingly, if any Supplier representative or contractor installs any equipment in accordance with any verbal or written instructions or guidance from Customer, its employee, agent, and/or contractor, Customer shall be responsible for paying Supplier, at Supplier's rates in effect at the time, for any move, reinstallation, and/or relocation of any such equipment. Customer represents and warrants that any Customer personnel, agent, and/or contractor that provides any verbal or written instructions or guidance (irrespective of whether such Customer employee, agent, and/or contractor is physically present at the Customer premises at the time of installation) to any Supplier representative or contractor is authorized to do so and Supplier has the right to rely on any such verbal or written instructions and/or guidance.

5. Confidentiality

5.1 Confidential Information; Exceptions. "Confidential Information" means all non-public information disclosed or made accessible by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether verbally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Customer Confidential Information includes Customer Data; Supplier Confidential Information includes the components of the Services and all Fees; and Confidential Information of each Party includes the business and marketing plans, technology and technical information, product plans and designs, software and related documentation, and business processes disclosed or made accessible by such Party. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without access to or reliance on the Disclosing Party's information.

5.2 Protection. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information but not less than reasonable care to: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or any Order Form; (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and any of its Affiliate's employees, officers, consultants, and contractors, (collectively, "**Representatives**") who need access for purposes of providing or using the Services consistent with this Agreement, and who have signed confidentiality agreements with the Receiving Party containing protections, or have ethical duties to the Receiving Party, not materially less protective of the Disclosing Party's Confidential Information than those set forth in this Agreement, and (iii) protect the Disclosing Party's trade secrets in perpetuity. Each Party shall be and remain fully liable and responsible for any of its Representative's unauthorized disclosure, access to, and/or use of the other Party's Confidential Information. Each Party may confidentially disclose the terms of this Agreement

(including any Order Form) to any actual or potential financing source or acquirer subject to having in place a written confidentiality agreement containing protections not materially less protective of the Disclosing Party's Confidential Information than those set forth in this Agreement. Notwithstanding the foregoing, Supplier may disclose the terms of this Agreement and any applicable Order Form to its Supplier and/or any subcontractor to the extent necessary to perform or satisfy Supplier's obligations to Customer under this Agreement and/or any Order Form, under terms of confidentiality materially as protective as set forth in this Agreement. Supplier shall not be liable nor responsible for any breach of this Section resulting from (i) Customer's violation of this Agreement or (ii) any hack or intrusion by a third party into Customer's network, equipment, and/or systems.

5.3 Compelled Disclosure; Retention. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by Law, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prompt prior written notice of the compelled disclosure and, at the Disclosing Party's cost, reasonable assistance if the Disclosing Party wishes to contest the disclosure or limit the extent of the disclosure through a protective order or other legal measure. Notwithstanding anything to the contrary contained herein, (i) the Receiving Party may retain such copies of the Disclosing Party's Confidential Information as are reasonably necessary: (1) to comply with any Law applicable to Receiving Party or to comply with the Receiving Party's document retention policies; and/or (2) for the purposes of defending or maintaining litigation; and (ii) in no event shall this Agreement require the alteration, modification, deletion, or destruction of back-up tapes, archived data storage, or other media made in the ordinary course of business provided that the terms and conditions of this Agreement shall apply to the Receiving Party's retention of any of Disclosing Party's Confidential Information and survive the termination or expiration of this Agreement for any reason.

5.4 The Receiving Party acknowledges that breach of any of its confidentiality obligations might cause irreparable harm to the Disclosing Party for which monetary damages might be inadequate. Accordingly, in the event of any actual or threatened violation by the Receiving Party of any of its confidentiality obligations under this Agreement, the Disclosing Party is entitled to seek injunctive relief in addition to any other remedies that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

6. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (INCLUDING NON-INFRINGEMENT), AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, AND/OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT FOR THE ACT, ERROR, NEGLIGENCE, OR OMISSION OF ANY USER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY. SUPPLIER AND ITS SUPPLIER DO NOT WARRANT THAT ANY SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND SUPPLIER AND ITS SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY LIMITATIONS, DISRUPTIONS, DELAYS, AND/OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND/OR ANY ELECTRONIC COMMUNICATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SUPPLIER AND ITS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, EQUIPMENT, DELIVERABLE, PRODUCTS, AND/OR SERVICES. FURTHERMORE, NEITHER SUPPLIER NOR ITS SUPPLIER REPRESENT NOR WARRANT THAT THE SERVICES WILL MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SERVICES WILL PREVENT ANY LOSS BY BURGLARY, THEFT, ROBBERY, OR OTHERWISE OR THAT THE SERVICES WILL PROVIDE SPECIFIC TYPE OR LEVEL PROTECTION.

7. Indemnification.

(a) IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS ANY OF SUPPLIER', ITS SUPPLIER, AND/OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES TO PAY FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, AND/OR EXPENSE (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM (1) THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICES INCLUDING, WITHOUT LIMITATION, THE IMPROPER OPERATION OF THE SERVICES AND/OR FAILURE OF THE SERVICES TO OPERATE; (2) USE OF THE SERVICES OTHER THAN IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS; (3) ANY MODIFICATION MADE TO THE SERVICES BY ANYONE OTHER THAN THE AUTHORIZED REPRESENTATIVE SUPPLIER OR ITS SUPPLIER; (4) BREACH OF THIS AGREEMENT OR ANY OTHER CONTRACT, OR (5) ANY CLAIMS FOR SUBROGATION, INDEMNIFICATION, OR CONTRIBUTION, YOU SHALL, AT YOUR EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER', ITS SUPPLIER, AND ITS AND THEIR EMPLOYEES, AGENTS, CONTRACTORS, AND/OR REPRESENTATIVES AND PAY FOR ANY SUCH LOSS, CLAIM, LIABILITY, DAMAGE, COST AND/OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF SUPPLIER', ITS SUPPLIER, AND/OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, AND/OR REPRESENTATIVES IN CONNECTION THEREWITH.

(b) Supplier shall have no liability for the defense of or for any claim based upon: (i) use, operation, and/or combination of the Services with any software, hardware, data, or equipment not provided by Supplier; (ii) use of the Services other than in accordance with Supplier's specifications and instructions; and/or (iii) any modification made to the Services by anyone other than an authorized representative of Supplier.

8. Damages Exclusions; Limitation of Liability; Insurance.

(a) NEITHER SUPPLIER WILL BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE AND/OR REPLACEMENT SERVICES, PRODUCTS, AND/OR EQUIPMENT NOR FOR ANY LOSS OF BUSINESS, LOSS OF ANY DATA OR USE OF ANY DATA, INTERRUPTION OF BUSINESS, LOST PROFIT, REVENUE, SAVINGS, AND/OR GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT INCLUDING ANY ORDER FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FORGOING LIABILITY EXCLUSIONS INCLUDE ANY LIABILITY THAT MAY ARISE OUT OF ANY THIRD-PARTY CLAIM. UNDER NO CIRCUMSTANCES SHALL SUPPLIER'AND ITS SUPPLIER'S TOTAL AND AGGREGATE LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING ALL ORDER FORMS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, INDEMNIFICATION OBLIGATIONS, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SUPPLIER UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY DURING THE THREE (3) CALENDAR MONTHS MOST RECENTLY COMPLETED IMMEDIATELY PRIOR TO THE EVENT(S) OR OCCURRENCE(S) GIVING RISE TO ANY CLAIM FOR LIABILITY AND/OR DAMAGES; PROVIDED, HOWEVER, THAT ALL SUCH LIABILITY SHALL BE LIMITED TO AND NOT EXCEED THE MAXIMUM SUM OF TEN THOUSAND DOLLARS (\$10,000.00), COLLECTIVELY, AGAINST SUPPLIER AND ITS SUPPLIER. THE FOREGOING LIMITATIONS IN THIS SECTION ARE CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS WILL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY

LIMITED REMEDY. NO CLAIM, SUIT, OR ACTION WILL BE BROUGHT UNDER THIS AGREEMENT INCLUDING ANY ORDER FORM AGAINST ANY PARTY TO THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION FIRST AROSE.

(b) **INSURANCE.** All customer insurance requirements will be supported by the Supplier, Zoom. To the fullest extent permitted under applicable law, Customer waives any rights that Customer's insurance companies may have to sue Supplier, and/or any of its or their respective employees, agents, contractors, and representatives for money paid to you or on your behalf.

9. Term; Termination.

9.1 Term. The term of this Agreement commences on the Effective Date and remains in effect until the earlier of: (i) the termination in accordance with the terms and conditions of this Agreement or (ii) all Order Forms have expired or have been terminated. Each Order Form shall automatically renew for an additional term and duration equal to the expiring Subscription Term then in effect as of the expiration date unless either Party sends written notice of termination to the other Party at least sixty (60) days prior to the expiration of the Subscription Term then in effect. Any Customer written notice of non-renewal must be sent by Customer to mkealy@tcsny.net and any written notice of non-renewal by Supplier must be sent by Supplier to Customer's contact person as set forth in the applicable Order Form.

9.2 Termination. Either Party may terminate the Services covered under an Order Form and/or, at the election of the terminating Party, this Agreement: (i) upon thirty (30) days prior written notice to the other Party of a material breach if such material breach is not cured during the ninety (90) day notice period; or (ii) immediately in the event that the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. If this Agreement is terminated, the Services covered under all Order Forms are simultaneously terminated. Notwithstanding any other provision of this Agreement, if any amount owed by Customer to Supplier (except for any Fee disputed in good faith in accordance with Section 3.3 above) is not fully-paid when due in accordance with Section 3 herein, Customer shall be in material breach of this Agreement and, in addition to its other rights and remedies at law or in equity, Supplier may terminate this Agreement and cease providing any and/or all Services, effective immediately upon delivery of written notice to Customer.

9.3 Effect of Termination. Upon any termination or expiration of this Agreement or any Order Form for any reason, Customer and its Users shall, as of the date of such termination or expiration, immediately cease accessing and using the Services and any Supplier Confidential Information. If Customer terminates this Agreement or any Order Form prior to the expiration of the Subscription Term then in effect for any Order Form due to Supplier's uncured material breach, Customer shall be entitled to a pro-rata refund from Supplier of all pre-paid Fees for the Services paid for by Customer but not provided by Supplier beyond the effective date of termination. If, prior to the expiration of Subscription Term then in effect for any Order Form, (i) Customer terminates this Agreement or any Order Form and such termination is not due to Supplier's uncured material breach; or (ii) Supplier terminates this Agreement or any Order Form due to Customer's uncured material breach (collectively, an "Early Termination") and Customer has not already paid in advance the full amount of all Fees due for the entire Subscription Term then in effect under the Order Form(s) being terminated, Customer shall promptly pay to Supplier an early termination charge equal to all Fees, including all applicable taxes, set forth in each Order Form being terminated which would otherwise be due through the end of the entire Subscription Term then in effect under such Order Form(s) (the "Early Termination Fee"). The Parties agree that the precise damages resulting from an Early Termination are difficult to ascertain and the Early Termination Fee is a reasonable estimate of anticipated actual direct damages and not a penalty. Customer agrees and acknowledges that the Early Termination Fee shall apply even if Customer terminates this Agreement and/or any Order Form prior to commencement of Supplier's provision of and/or Customer's access to or use of any Services. The Early Termination Fee shall be due and payable to Supplier within ten (10) business days of the effective date of termination and any applicable prepaid Fees will be applied towards the amount of the Early Termination Fee to be paid by Customer.

10. Service Level Agreement

10.1 TCS via Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in a month. In the event of any Downtime of the Services in excess of 0.1% in a month, Zoom shall provide Customer a credit in an amount equal to the Downtime percentage times Customer's monthly subscription amount for the Service. Customer shall provide TCS with prompt written notice of any Downtime.

11. General Provisions

11.1 Export and OFAC Compliance. The Services and other technology made available by Supplier, and all derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that neither it nor any of its employees is (a) a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order, or other governmental action; or (b) named on any U.S. government denied-party list. Customer shall not permit any Users to access or use any of the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.2 Survival. The first paragraph of this Agreement and Sections 1, 2.1, 2.3(e), 2.3(f), 2.3(g), and 3 through 11 as well as all provisions of this Agreement (including each Order Form) relating to disclaimers of warranties, remedies, damages, liability, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any expiration or termination of this Agreement and any Order Form for any reason, and shall continue in full force and effect.

11.3 Publicity. Neither Party may issue any press release regarding this Agreement without the other Party's prior written consent. Either Party may include the other Party's name and logo in customer and/or vendor lists and on its website.

11.4 Entire Agreement; Interpretation; Order of Precedence. This Agreement including any exhibit and all Order Forms is the entire agreement between Customer and Supplier regarding Customer's access to and use of the Services and supersedes all prior and contemporaneous agreements (including, without limitation, any confidentiality or non-disclosure agreement entered into between the Parties), understandings, proposals, marketing materials, and representations, whether written, visual, or verbal, concerning its subject matter and the Services and there are no representations, understandings, or agreements that are not fully expressed in this Agreement and any Order Form. Except as otherwise provided in this Agreement, no provision of this Agreement or any Order Form may be amended, modified, superseded, or terminated, or any term or condition waived, unless the Parties agree in writing, signed by a duly authorized representative of each Party. The Parties agree that any term or condition stated in any Customer purchase order, or any other Customer ordering documentation is inapplicable and void. This Agreement including each Order Form will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the Party drafting this Agreement or any Order Form in construing or interpreting any of the provisions. Suppliers are express third party beneficiaries of this Agreement. Other than Supplier's, there are no third-party beneficiaries of the Agreement. Headings contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning or interpretation of any provision of this Agreement. Terms for which meanings are defined in this Agreement shall apply equally to the singular and plural forms of the terms defined. In the event of any conflict or inconsistency between or among the documents, the following order of precedence shall apply: (a) the applicable Order Form; (b) this Agreement; and (c) the applicable exhibit.

11.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably delayed, denied, or conditioned); provided, however, either Party may assign this Agreement and any Order Form in its entirety, without the other Party's consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that the assignee is not a competitor of the non-assigning Party and agrees in writing to be bound by all the terms

and conditions of this Agreement including all Order Forms and, in the case of an assignment by Customer, all past due Fees (except for any disputed Fee subject to a good faith billing dispute submitted in a timely manner to Supplier as described in Section 3.3 above) are paid in full.

11.6 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

11.7 Force Majeure. Neither Party shall be liable to the other Party for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party's reasonable control including, without limitation, acts of God, acts of government, flood, fire, earthquakes, hurricane, tornado, civil unrest, acts of terror, epidemic, pandemic, quarantines, civil commotion, strikes or other labor problems (excluding those involving such Party's employees or contractors), service disruptions involving hardware, software, and/or power systems not within such Party's possession or beyond its reasonable control, and denial of service attacks. For the avoidance of doubt, a force majeure event does not include economic hardship. If any Service is not being provided due to a force majeure event, (i) the affected Party shall provide prompt written notice (notice by email is acceptable) to the other Party with reasonable detail describing circumstances; and (ii) the affected Party shall use commercially reasonable efforts to resume performance of its obligations hereunder.

11.8 Waiver. No failure or delay by either Party to exercise any right or remedy under this Agreement will constitute a waiver of that right or remedy or any other right or remedy. Any waiver of any right, remedy, or obligation under this Agreement must be in writing and signed by a duly authorized representative of each Party. A waiver on one occasion shall not be construed as a waiver of any right, remedy, or obligation on any future occasion. Except as otherwise expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other rights and remedies of a Party at law or in equity.

11.9 Governing Law; Venue. This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to conflicts of laws principles. The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, USA. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER FORM.** Each Party agrees that a judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11.10 Counterparts; Electronic Signatures. Any Order Form may be executed and delivered in any number of counterparts by facsimile, emailed PDF, or electronic signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.11 Notices. All notices (except for routine business communications, e.g., maintenance windows, scheduling of meetings) shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. Any such notice will be clearly marked as "Notice of Breach" or "Notice of Termination" or the like. All notices to Supplier shall be addressed to the Founder and sent to Total Communication Solutions, 106 Union St., Manasquan, NJ 08736. Notices to Customer shall be addressed to Customer's contact information in the Order Form.

11.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable and/or contrary to Law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in full force and effect.