



This Master Services Agreement (the “MSA” or “Agreement”) is executed by and between Centre Technologies, Inc. (“Centre” or “Centre Technologies”), a Texas corporation whose address is 480 N. Sam Houston Parkway East, Suite 100, Houston, Texas 77060, and **Customer** (“Customer”)

Collectively, these two entities are known as the “Parties.”

WHEREAS, Centre Technologies is in the business of providing technology outsourcing and consulting services;

WHEREAS, Customer desires to engage Centre Technologies to perform Services and/or purchase or license certain Products as defined herein; and

WHEREAS, the Parties shall recognize their respective roles and responsibilities for technical, administrative and physical requirements to protect the confidentiality, integrity and availability of the data in accordance with all relevant laws, regulations and industry standards.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed to do as follows:

1. Definitions.

- 1.1 **Added Products.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered “Added Products”, and may extend the Term of the Agreement for period to be specified in the Proposal. Added Products purchased from a party other than Centre are subject to certification by Centre at Centre’s then current rates for such certification. If Added Products fail certification, Centre may choose not to add them to the Supported Products. Services coverage will be effective immediately after Centre certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products.
- 1.2 **Contract Review Period.** The period of time between the commencement of the initial Setup Period (SOW & Proposal) set forth in the Letter of Engagement and the Triggering Event.
- 1.3 **Customer Purchase Order (“Order”).** A commercial document and first official offer issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services. Each Order is considered a separate document. By way of contrast, the term “order” is meant to describe the action of instructing a party to perform certain tasks. For example, having Centre place an order based upon the specifications in the Customer’s Order.
- 1.4 **Data.** Any information provided by the Customer, which is maintained, received and/or transmitted by or to Centre.
- 1.5 **Effective Date.** Shall mean, for each of the Services, the earlier of (i) the date on which you use the Services, or (ii) the date Centre enters a ticket in ConnectWise that the installation of Services is complete as per the SOW/LOE. These Services are deemed accepted by Customer unless Centre is provided with written notice to the contrary. Billing for the Services shall commence on the Effective Date and are set forth in Section 2 herein.
- 1.6 **Legal Hold.** Often referred to as a “preservation order,” “hold order” or “litigation hold,” a legal hold is a temporary suspension of an entity’s document retention and destruction policy, in order to preserve items for evidentiary purposes. The specifications are directed by a judge in either a court or administrative law proceeding.
- 1.7 **Letter of Engagement (“LOE”).** is a binding agreement that allows for Centre to be paid for services performed to prepare an environment prior to the start of Services.
- 1.8 **Order of Precedent.** If a provision of this MSA conflicts with any provision of the Proposal, Appendices, SOW, LOE, or Exhibits, the provision of the MSA will prevail unless the Proposal, Appendix, SOW, LOE, or Exhibit specifically states that the Proposal, Appendix, SOW, LOE, or Exhibit will prevail.
- 1.9 **Products.** A good distributed commercially that is (1) tangible personal property, (2) the result of a fabrication or production process, and (3) passed through the distribution channel before the consumption of the good. Products include: equipment and goods such as documents, hardware, software and the related software services.
- 1.10 **Proposal.** The package, containing the Support Services Agreement, delivered electronically, to the Customer containing the proposal of services and/or accompanying product(s), links to all Agreements including MSA, Appendices, SOW, LOE, and/or Exhibits.

- 1.11 Section Headings.** Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.
- 1.12 Severity Levels and Cure Times.** Classifications utilized to denote service issues in relation to response and resolution. These classifications are designated as low (Level 1), medium (Level 2) and high (Level 3) in relation to the severity. The cure time is the period in which Centre has to rectify the issue for the Customer. Low severity: those issues that impact more than one individual within the organization. The cure time shall be 30 days. Medium severity: those issues that impact more than one individual, group or department of the organization. The cure time shall be 20 days. High severity: those issues impacting the entire organization. The cure time shall be 10 days.
- 1.13 Services.** This Agreement shall apply to the delivery of information technology services, support, consulting and functions as further described in a SOW that may be proposed and approved by the Parties. Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services"). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference. Services shall include Managed Services and/or Hosted Services, as well as other types of Services defined in the Proposal.
- 1.14 Service Level Agreement ("SLA").** The SLA defines the level of service expected from Centre to the Customer.
- 1.15 Service Order Form ("SOF").** The SOF is the work order used to turn up ancillary services such as telecommunications circuits.
- 1.16 Statement of Work ("SOW").** The SOW defines the actual work to be performed by Centre for the Customer.
- 1.17 Support Service Agreements.** This MSA shall apply each time Customer engages Centre to provide Services. All Services provided by Centre under this MSA will be described in one or more Support Services Agreements ("SSA"). "SSA"s are order forms or service contracts that incorporate the terms of this MSA, including: (i) Service Level Agreements; (ii) Service Order Forms; (iii) any "Statement(s) of Work" ("SOW"); and any other mutually agreed upon documents.
- 1.18 Third-Party Products or Software.** Any products manufactured or software provided by a party other than Centre, and may include, without limitation, products ordered by Customer from third parties pursuant to Centre's recommendations.
- 1.19 Triggering Event.** Occurs when the Customer commences the utilization of Services as expressed in the Statement of Work and/or Letter of Engagement.
- 1.20 Virtual Machine.** A software-based computer, similar to a physical machine that runs an operating system, applications and is comprised of a set of specification and configuration files, considered by Centre to be a trade secret and backed up by the physical resources of a host computer.
- 1.21 Writing.** A written or printed document essential to validating the agreements between the Parties. A signature from each party may be required.

2. General Scope, Orders, Fees and Payment.

- 2.1 General Scope and Provision of Services.** In exchange for the payment of the fees specified in the Order, Centre shall provide the Support and/or Services for the term of Service opted by Customer as set forth in a Proposal and related Exhibits attached hereto for Supported Products or Supported Systems at Supported Sites and in accordance with the Proposal's respective Statement of Work and Service Level Agreement. "Supported Products" are: (i) hardware or software products identified in the Proposal; and (ii) Added Products. Supported Products may include non-Centre provided products to the extent they are specified in the Order. "Supported Systems" are a group of products or networks specified in the proposal. "Supported Sites" are locations specified in the Proposal.
- 2.2 Orders and Order Specifications Forms.** Customer may order Products and Services under the Agreement by placing approved sales orders or order specifications on a customer purchase order (each, an "Order") in a format agreeable to the Parties.
- 2.3 Submission and Acceptance of Orders.** All orders are subject to acceptance in writing by Centre. However, Centre may also accept an order by shipping Products or commencing to perform services. When Centre accepts an order, Centre shall notify Customer of Centre's estimated shipping, delivery and installation dates or service commencement dates applicable to the order. Shipping and delivery dates are estimates only.
- 2.4 Cancellations and Changes.** Any change, modification or cancellation of any Order for Products or Services requested by Customer after acceptance by Centre may result in an additional charge to be paid to Centre by Customer. Customer is responsible for any additional costs incurred by Centre due to a change in the system configuration prior to the installation of equipment ordered from Centre. Unless visibly damaged or non-functional upon delivery, no Products shall be returned, refunded, canceled, or terminated by Customer without prior written approval from Centre. If Centre approves such return, a restocking charge may be assessed by Centre to Customer. Said charge for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Centre. See Return Policy at www.centrotechnologies.com/returnpolicy.
- 2.5 Invoicing and Payment.** In consideration of Centre providing the Services to Customer and upon the occurrence of the Triggering Event, charges for the Services will commence in accordance with the Effective Date and are non-refundable. Upon the utilization of Services, Customer will receive an invoice for two months of Services. Customer is invoiced a

month in advance for Services that are monthly recurring charges (“MRCs”). Non-recurring charges, including those set forth in the LOE, will be invoiced separately. If Services are unreasonably delayed as a result of Customer or their contractor, client and/or agent’s actions, Centre may commence billing as of the date that the Service would have been ready but for Customer’s delay. Payments shall be made in US dollars.

- 2.6 **Recurring Services.** For recurring services, Centre shall invoice Customer a month in advance at the beginning of each month, in accordance with industry practices. All fees are due within thirty (30) days from the date on Centre’s Invoice. An ACH debit payment method can be setup for the payment of recurring monthly invoices. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with any bank wire transfer or other means of payment.
- 2.7 **Late Charges.** Any overdue and unpaid portion of the fees will bear interest, at the lesser of five percent (5%) per annum or the maximum rate allowed by applicable law, whichever is less. Centre may suspend licenses and performance of orders for which payment is overdue, should Customer fail to pay such overdue amounts within fifteen (15) days after receipt of written notice of such nonpayment from Centre. Suspension may continue until the overdue amounts are paid in full or an alternative agreement acceptable to the Parties is executed in writing. Customer will reimburse Centre for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments.
- 2.8 **Charges: Shipping, Taxes.** Shipping, handling and tax are additional unless otherwise expressly indicated at the time of sale. Unless Customer provides Centre with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship to location, you are responsible for sales and other taxes associated with the Order.
- 2.9 **Title and Risk of Loss.** Title to products passes to Customer upon shipment to Customer. Loss or damage that occurs during shipping by a carrier selected through Centre is Centre’s responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Centre shall be notified by Customer within fourteen (14) days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged.

3. Term and Renewal.

- 3.1 **Term of MSA.** This MSA has a one-year term, which applies solely to this Agreement. The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided in Section 4.1 below. In the event that a Support Service Agreement, as defined in Section 1.17 provides for different terms, the Support Service Agreement’s term(s) will control only for that specific document.
- 3.2 **Term of proposal.** Each proposal shall state the term for that proposal (the “SSA Term”) and will continue for the term stated therein, unless otherwise terminated pursuant to the terms set forth in Section 4.2 below.
- 3.3 **Renewal Provision of MSA and/or proposal.** Unless a written request for termination is received by Centre pursuant to Section 4.1 and/or Section 4.2 herein, then the MSA and/or proposal will renew for subsequent one (1) year terms.

4. Early Termination.

- 4.1 **Termination of MSA.** Either Party shall have the right to terminate this Master Agreement at the end of the Term, by giving ninety (90) days advance written notice to the other Party. Such termination will not affect any outstanding proposal that provides for a specific term over which the Services are to be performed. In such case, this MSA, as incorporated into the proposal, and the proposal that provides for a specific term will remain in effect for the remainder of such term.
- 4.2 **Termination of proposal.** Either Party shall have the right to terminate an individual proposal and any Service Order in effect if the other Party fails to cure a material breach of the proposal or of any Service Order. Customer shall have thirty (30) days to cure any breach after receipt of written notice of such breach. The time for Centre to cure the varying types of breaches, after written notice of such breach from the Customer, is set forth in Section 1.12, Severity Levels and Cure Times. In the event Centre terminates a proposal or Service Order pursuant to this Section 4.2, while amounts remain outstanding due and owing Centre, Centre reserves the right to immediately cease performance under such proposal, to recover any and Products and related Services that Customer has not paid for under said proposal, including but not limited to: hardware and installed software equipment, which is covered by the security interest. Additionally, Centre may seek recovery of outstanding amounts due for performance and owed in accordance with Section 12 of this MSA.
- 4.3 **Security Interest.** In relation to Section 4.2, in the event of non-payment, Centre, its successors or assigns retain a purchase money security interest in all Products sold by Centre to Customer, and in the proceeds of any resale of such Products, until the purchase price and any other charges due Centre have been paid in full. Customer agrees to cooperate, to the extent necessary, and authorizes Centre to file UCC-1 filing statements and/or further security agreements as Centre may deem necessary to provide this protection to Centre. In the event of default hereunder, Centre reserves the entirety of its rights and remedies in law and equity.

5. Customer Responsibilities.

- 5.1 **Cooperation/Shared Responsibilities.** Customer shall cooperate and have shared responsibility with Centre as reasonably necessary for the delivery of Products and performance of Services. These shared responsibilities include, but

are not limited to the following: (i) providing Centre with access to all facilities, electricity, hardware, software, work space, and office support (e.g., telephone, internet access, etc.); (ii) ensuring that the premises are safe and commercially appropriate (e.g., free of any hazardous materials, installation of necessary power and climate control facilities); (iii) ensuring that Customer has obtained connection to and all necessary permissions or consents from any public or private network to which the Products are connected and any necessary permissions from government authorities and holders of real property rights; (iv) providing Centre with designated points of contact; (v) providing the minimum privileged account access level and password necessary to enable access to the Products; (vi) notifying Centre promptly of any changes made to such numbers or passwords; and (vii) promptly disabling privileged account access when no longer needed. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.

5.2 Third Party Products and Information. Where Customer is to provide Centre with information or access in relation to any third party products or the integration of Products in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to Centre in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for provision of such information or access to Centre for Centre's use in its performance of the Agreement. Upon delivery of the information or access, Customer represents and warrants to Centre that it has obtained all such necessary consents and licenses.

5.3 No Hiring of Employees. Neither Party shall, during the Term of this Agreement and for a period of one (1) year after the termination thereof, without the written consent of the other Party (a) hire or employ any employee or other person associated with the other Party on behalf of any individual, corporation or other entity; or (b) induce or attempt to induce any employee or other person associated with either Party to leave the employ of or cease doing business with the other Party. If Centre agrees in its sole discretion to let Customer contract or hire an existing employee of Centre or other person associated with Centre, Customer agrees to pay Centre a finder's fee upon the date of such hire equal to such employee's annual salary and bonus compensation for the previous six (6) month period.

5.4 Acceptable Use. This Acceptable Use provision identifies activities that Customer is prohibited from engaging in when using Centre's Services and/or licensed Products, which include other vendors such as Microsoft. Centre's intentions for publishing an Acceptable Use provision are not to impose restrictions that are contrary to its customers and contractors established culture of openness, trust and integrity. Centre is committed to protecting its employees, partners, customers, contractors and the company from illegal or damaging actions by individuals, either knowingly or unknowingly. All persons who have access to the network are responsible for exercising good judgment regarding the lawfulness and reasonableness of the individual's use. *Centre is responsible for providing a secure IT environment and is not responsible for any content that its customers access, store, receive or maintain on any portion of its IT infrastructure or hardware. The sole responsibility of the content and its lawfulness resides with the Customer and/or other user that places it there.* If Centre is notified that unlawful content or activity is being hosted on any piece of hardware or any component of its infrastructure, then Centre will take necessary actions as required under law.

5.5 Failure to Cooperate. If Customer fail to meet its cooperation obligations herein and Customer fails to correct the same within fifteen (15) days after receipt of written notice from Centre, then Centre may delay or suspend its performance under the applicable proposal or Order and charge Customer for resulting reasonable out-of-pocket expenses. If the failure continues for thirty (30) days following Centre's written request to Customer to meet these obligations, Centre may treat the failure to cooperate as a material breach of the applicable proposal or Order by the Customer in accordance with Section 4.2 of this MSA.

6. Confidentiality.

6.1 Confidential Information. Shall mean confidential and proprietary business information including, but not limited to, Inventions, proprietary information and business matters or affairs (including, but not limited to, information relating to inventions, disclosures, processes, systems, methods, formulas, patents, patent applications, machinery, materials, research activities and plans, business proposals, production cost data, contracts, forms, information concerning competitive strengths and weaknesses, intellectual property, trade secrets, promotional methods, customer preferences, customer account information, business plans and strategies, procedures, sales and pricing information, advertising information, product samples and designs, financial information, employee information, as well as information of a confidential or proprietary nature or personally identifiable information received from customers, suppliers, contractors, licensors, joint ventures, employees and other collaborators), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including electronic or digital form), as well as multiple versions and copies of each. The aforementioned items' meanings shall be construed as set forth in the Texas Uniform Trade Secrets Act (TUTSA). Such Confidential Information shall include, for purposes of this Agreement, any such information not generally known by the trade or public, even though such information has been disclosed to one or more third parties pursuant to licensing or distribution agreements or other agreements or collaborations entered into by either Party.

6.2 Exceptions. Notwithstanding the foregoing, Confidential Information shall not include, for purposes of this Agreement, any such information that (a) becomes generally known to the public through no act or omission of either Party in breach

of this Agreement or through any other obligation of either Party to the other; (b) was already in the recipient's possession at the time of disclosure; (c) is rightfully received by the recipient from a person or entity legally in possession of such information; or (d) is proven by written evidence to have been independently developed by recipient prior to disclosure by the disclosing party without any reference to the Confidential Information.

6.3 Mutual Obligations to Protect Confidential Information. The definition of Confidential Information applies equally to information acquired, learned, or disclosed prior to, simultaneously with, or after the date of this Agreement. The receiving party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party's business, and agrees that monetary damages will be inadequate to compensate the disclosing party for any breach of any obligation or covenant set forth herein. Accordingly, the receiving party agrees and acknowledges that any such violation will result in irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. In the event that the disclosing party seeks an injunction hereunder, the receiving party hereby waives any requirement for the posting of a bond or any other security. The prevailing party in any action enforcing this agreement shall be entitled to recover reasonable attorney's fees and costs in addition to any other available relief.

6.4 Legal Requirements for Disclosure of Confidential Information. In the event that a Party determines on the advice of its counsel that it is required to disclose any Confidential Information pursuant to applicable law or receives any demand under lawful process or from any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other legislative, judicial, regulatory, administrative or governmental authority ("Governmental Authority") to disclose or provide Confidential Information that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Confidential Information and shall cooperate, at the expense of the requesting party, in seeking any reasonable protective arrangements requested by such other party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Confidential Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

6.5 Consensual Disclosure. Notwithstanding anything in this Agreement, Centre shall not disclose any information, which is supplied to it by Customer, unless and only to the extent that such disclosure is approved, in writing, by Customer and then only in compliance with all federal and state law requirements.

7. Software Terms of Use.

7.1 Software or Intellectual Property. Under this Agreement, Customer may be purchasing or licensing the rights to use Third Party Software produced by or licensed by entities other than Centre. Any such software and the intellectual property rights associated therewith belong solely to the respective manufacturer or licensor. Centre makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Centre has broken the seal on any "shrink wrapped" software.

7.2 Customer-Supplied Software. Should Customer provide Centre with any Third Party Products or Software for use in providing Services under this Agreement ("Customer Supplied Property"), Customer warrants that it has all necessary legal rights to use the Customer Supplied Property. Customer will indemnify Centre against and hold it harmless from any and all liability, cost or expense arising from (a) a breach or purported breach of any agreement associated with Customer's use of the Customer Supplied Property, or (b) Customer's use of the Customer Supplied Products.

7.3 Third-Party Software. Third-Party Software provided by Centre to Customer shall be subject to the license terms and conditions of such Software.

7.4 Microsoft. Microsoft Software, which is provided by Centre to Customer under a Service Provider License Agreement (a "SPLA"), has specific terms and conditions for the use of such Software. These terms and conditions are contained in Appendix A. In the event of a conflict between the terms of this Agreement and the license terms and conditions of such Third-Party Software, the license terms and conditions of the Third-Party Software shall control.

8. Warranties, Installation and Return Limitations.

8.1 Warranties. These warranties are limited generally as provided below.

8.1.1 Warranties for Service. Centre warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. Centre further warrants that Centre shall perform the Services: (i) in accordance with the performance standards or other specifications set forth in the applicable Service Order, and (ii) in a good and diligent manner in accordance with industry standards. If the Services have not been so performed and Centre receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Centre will re-perform those Services. Time is of the essence. This remedy will be Customer's

sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Centre with respect to the non-conformance of Services.

EXCEPT AS SET FORTH IN THE MSA OR ANY SSA, NEITHER CENTRE NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTRE DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8.1.2 Warranties for Products. All Products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Centre or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Centre's election, to any one of (a) refund of customer's purchase price, (b) repair by Centre or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY CENTRE OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. CENTRE ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO CENTRE BY OR ON BEHALF OF CUSTOMER.

8.2 Customer Installation and Product Return Obligations. If Customer performs its own installation of Products which are sold by Centre, Customer shall have a 14-day period from the date of delivery pursuant to Centre's Return Policy and Sections 2.3 and 2.7 to notify Centre if said Product received is defective or that an incorrect or non-conforming part was received by Customer. Otherwise, Customer shall be deemed to have accepted the Products without objection. **It is Customer's responsibility prior to returning a product to Centre, to back up any data on its hard drive(s) and on any other storage device in the Product and to delete any confidential, proprietary and personal information and removable media such as flash drives, CDs and PC Cards. Centre is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be lost or misused as a result of Customer's return of Product.**

8.3 Centre's Installation and Product Return Obligations. Customer acknowledges that most manufacturers will not issue a return authorization within a later time frame, including shipping logistics. In the event that Customer makes a timely objection, Centre shall pay the cost of such return. In the event that Centre is providing the installation service, Centre shall assume responsibility for interacting with the manufacturer and providing a replacement part as soon as practicable and shall pay the cost of such return.

8.4 Manufacturers' Warranties. Notwithstanding the foregoing to the contrary, all returns are subject to a manufacturer's return policy and Centre shall not be liable in the event such policy precludes such return.

8.5 Warranty Support Limitations. The warranties provided in this Section 8 do not cover repair for damages, malfunctions, or performance characteristics caused by: (i) use of non-Centre furnished or non-certified equipment or software with the Products, even if installed by Centre; (ii) Customer's failure to follow the manufacturer's installation, operation or maintenance instructions (iii) failure or malfunction of equipment, software, or facilities not serviced by Centre; (iv) actions of non-Centre personnel (excluding subcontractors dispatched or otherwise engaged by Centre for the purpose of servicing the Customer's equipment); (v) customized system features or reports created by the Customer or third parties; (vi) the installation of software or firmware updates and patches to the Products unless installed by Centre; or (vii) Force Majeure conditions. Centre does not warrant uninterrupted or error free operation of the Products. In addition, Centre is not obligated to provide warranty support if Customer modifies the Products without Centre's written approval, in a manner that voids our ability to receive support from the manufacturer, CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE EXCLUSIONS AND RISKS AND HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT.

9. Limitation of Liability.

Neither Party shall have any liability to the other for: (a) any indirect, special, punitive, incidental or consequential loss or damage of any kind whatsoever; or (b) any loss of profits, loss of revenue, anticipated savings, loss of business or loss of data, arising directly or indirectly from this Agreement whether such damages were reasonably foreseeable or actually foreseen. The Parties further acknowledge and agree that in no event shall either Party be liable for damages of any nature exceeding

the total charges paid or due for the Services during the Agreement, not to exceed \$250,000.00 in the aggregate. Neither Party excludes nor limits its liability for death or personal injury to any person caused by its gross negligence or willful misconduct.

THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

10. **Indemnification.**

In the event suit is brought against Centre for infringements, violations or misappropriations of a valid third party patent, copyright or other proprietary right, by the Customer, its affiliates, employees, assigns or customers, Customer hereby agrees to indemnify to the fullest extent of the law Centre, its officers, directors, general partner, limited partners and/or employees, including reimbursement for its reasonable attorney's fees; provided that Customer is notified promptly in writing of such suit. Centre reserves the right to retain counsel of its choice.

11. **Disposition of Centre-Hosted Customer Data, Back-up Data and Virtual Machines.**

- 11.1 Mutual Obligations of Data Disposition.** Centre and Customer shall collaborate upon receipt of termination notice in accordance with this Agreement as to the disposition of Customer's data. Customer is solely entitled to its data. When Centre transfers the data onto another device, a chain of custody document shall be executed and Centre shall sanitize its own infrastructure in accordance with the National Institute of Standards and Technology.
- 11.2 Compressed Data.** Customer understands that Centre is storing highly compressed, back-up data. And, when the data is re-hydrated, it shall expand and require more storage space if it is transferred.
- 11.3 Data Entitlement.** Centre shall not provide any Virtual Machines or any other portion of the infrastructure because it comprises Centre's trade secrets. Customer shall be entitled only to their data.
- 11.4 Data Return.** In the event that Centre ceases to do business, no longer offers support and services, or files for bankruptcy, receivership, insolvency, dissolution, or similar proceedings are instituted by or against Centre under any federal or state law, Centre agrees to provide within thirty days, all the then-current data information to Customer on support medium representative of the size of the data. This transfer will not include transition services without the initiation of a new Service Order with continuation of Monthly Recurring Charges (MRC) for the duration. This does not include any of Centre's disclosures, systems, methods, which include but are not limited to the processes and designs of the infrastructure and virtual machines.

12. **Governing Law and Dispute Resolution.**

- 12.1 Legal Holds.** As defined in Section 1, legal holds may be imposed by a court and impact the services that Centre is providing to Customer. In the event that a legal hold is initiated, the Parties agree to address the specific needs and pricing associated with the mandate in an Addendum, which will be executed by the Parties. Upon written notice from Customer, Centre agrees to maintain any and all data and information that Customer informs Centre needs to be maintained prior to a Legal Hold being issued by a court.
- 12.2 Choice of Law.** Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to the Master Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 12. Except in the case where injunctive relief is sought, if at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall first be resolved through the good faith negotiations of the Parties. If those negotiations are unsuccessful, the Parties agree to mediation before a single mediator agreed upon by the Parties prior to filing suit. Any Dispute with respect to the Master Agreement must be brought in accordance with this Section 12 within three (3) years after the cause of action arises. The Master Agreement shall be governed by the laws of the State of Texas and interpreted and determined in accordance with the laws of the State of Texas. The parties hereto irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of the Master Agreement shall be brought exclusively in the courts of record of either the State of Texas or the courts of the United States located in the State of Texas; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.
- 12.3 Injunctive Relief.** Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief in any court of competent jurisdiction (including but not limited to preliminary injunctive relief) without the requirement that a bond be posted. The parties acknowledge that each of them has a vital interest in enjoining any violation of confidentiality obligations, including but not limited to unauthorized use of the Software, because damages would not adequately compensate a party for any infringements of that party's intellectual property rights.
- 12.4 Disputed Amounts.** Centre shall invoice Customer in accordance with the terms set forth in this Agreement. If Customer, in good faith, has a material dispute regarding a line item set forth on an invoice, Customer shall pay the undisputed amount in accordance with the payment terms set forth in this Agreement. Customer shall notify Centre of

such invoice dispute in writing within five (5) days of the date of the disputed invoice. If Customer does not provide such written notice in the time period described above, then Customer shall pay such invoice amounts in full in accordance with the payment terms set forth in the applicable Agreement. Centre shall respond within five (5) days of the receipt of the disputed writing. Customer and Centre shall work in good faith to promptly resolve the disputed amount; and all such disputed invoice amounts shall be resolved within thirty (30) days of Customer's written notice to Centre as described above. Once the Parties have resolved the dispute, Customer shall promptly pay all previously disputed and resolved amounts for which Customer is responsible. If such invoice dispute is not resolved within the thirty (30) day time period described above, then Centre shall be entitled to charge a late payment charge as described in Section 2.7.

12.5 Recovery of Legal Fees and Costs. The prevailing party shall be entitled to recover the full costs of the suit, including reasonable attorney fees, as permissible under the law. Except as expressly provided otherwise in the Agreement and termination for uncured breach, any termination of the Agreement will not affect any rights or obligations of the Parties under any order or Letter of Engagement accepted before the termination of the Agreement became effective.

13. Miscellaneous

13.1 Access to Sensitive Data. From time to time, Customer may require Centre to access a Supported Product or Supported System containing intellectual property, trade secrets, employee, Customer or other individual's personally identifiable information (collectively, "Sensitive Data"). Where Customer instructs Centre to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) if required by applicable law, notify all relevant employees and other individuals of the fact that Centre will have access to such personal data in accordance with Customer's instructions; and (ii) take all measures necessary to ensure that access to Sensitive Data by Customer or Centre complies with applicable law.

13.2 Authority. The Parties entering into this Agreement have full authority to do so and agree to be bound by its provisions during the term hereof.

13.3 Days/Dates. Except as otherwise provided herein, in computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

13.4 Neutral Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

13.5 Subcontracting. Centre may subcontract work to be performed under the Agreement, but will retain responsibility for such work. Centre will ensure that the work performed is in accordance with industry best practices.

13.6 Assignment. Centre will have the right to assign the Agreement and its rights or obligations under it, in whole or in part, to any present or future affiliate or to any entity, which acquired from Centre the operating assets utilized by Centre to fulfill its obligations under the Agreement. Customer may not assign the Agreement nor any rights or obligations hereunder without the express written consent of Centre. Any assignment without the express written consent of the other party will be void. Upon express, written consent, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto.

13.7 Independent Contractors. The parties are independent contractors.

13.8 Agency. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA.

13.9 Presumption. This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

13.10 Compliance. Customer shall comply with all relevant laws, regulations and standards, which relate to their industry. For example, HIPAA, the HITECH Act, PCI-DSS, the Federal Trade Commission Act and/or Texas House Bill 300. Products and any technical information provided under the Agreement are subject to the export laws and regulations of the United States by executing the Agreement, Customer represents that it is not a resident or citizen of any country currently embargoed by the United States (a list of embargoed countries, denied persons and other restrictions is available from the US Department of Commerce). Customer will observe all applicable laws when using the Products and work product of any Services. Customer will indemnify and hold Centre and its suppliers harmless from any and all costs, expenses, liabilities and claims based upon Customer's failure to comply with this Section.

13.11 No Waiver. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of the Agreement in accordance with their terms.

13.12 Non-exclusivity. Nothing in the Agreement will prevent or restrict either party from entering into agreements for the provision of products and services of the same or similar nature as those provided under the Agreement with any third party.

13.13 Attorney Fees. In the event an action or suit is brought by any Party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing Party shall be entitled to recover its legal costs, including

reasonable attorneys' fees, to be fixed by the trial court and/or appellate court.

- 13.14 Force Majeure.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service to the extent such delay or failure in performance are caused or occasioned by events outside of the control of the affected Party, including fire, flood, earthquake, explosion, or other casualty, strikes or labor disputes, disruptions of telecommunication systems, war or other violence, any change in law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; provided the party so affected shall resume performance immediately whenever such causes are removed. Centre will make every effort to plan, manage and run the Service to the best practices and give Customer as much notice as possible of pending issues.
- 13.15 Notices and Amendments in Writing.** All notices under the Agreement and any modifications or amendments to the Agreement or any order must be in writing. Modifications or amendments to the Agreement or any order also must be signed by both parties. Notices will be sent to the addresses of Centre and Customer indicated on the signature page of the Agreement. Notices to Centre will be to the attention of the Operations Department.
- 13.16 Entire Agreement.** This MSA, Appendices, Proposal or SSA and Exhibits constitutes the entire understanding of the parties with respect to the subject matter thereof and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect.

APPENDIX A: MICROSOFT SOFTWARE USE – TERMS AND CONDITIONS

In Appendix A, “You” or “Your” shall refer to Customer.

This document (hereinafter, “Appendix A”) concerns your use of Microsoft software, which includes computer software provided to You by Centre Technologies as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually or collectively “Licensed Products”). Centre Technologies does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Centre Technologies needs to inform you. Your right to use the Licensed Products is subject to your agreement with Centre Technologies, and to your understanding of, compliance with and consent to the following terms and conditions, which Centre Technologies does not have authority to vary, alter or amend.

1. DEFINITIONS.

For purposes of this Appendix, the following definitions will apply:

“**Client Software**” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone”, or other electronic device.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Redistribution Software**” means software described in Paragraph 6 (“Use of Redistribution Software”) below.

2. OWNERSHIP OF LICENSED PRODUCTS. The Licensed Products are licensed to Centre Technologies from an affiliate of the Microsoft Corporation (“Microsoft”). All title and intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of Licensed Products or any intellectual property rights to you.

3. COPYRIGHT, TRADEMARK AND PATENT NOTICES. You must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Licensed Products. You must include Microsoft’s copyright notice on any labels or documentation (including online documentation) for Centre Technologies products that include the Licensed Products. You have no right under this Agreement to use any Microsoft logos in any manner whatsoever. Whenever a Licensed Product is first referenced in any written or visual communication, you must use the appropriate trademark, Licensed Product descriptor and trademark symbol (either TM or ©), and clearly indicate Microsoft’s (or Microsoft’s suppliers’) ownership of such marks. For information on Microsoft trademarks, including a listing of current trademarks, see <http://www.microsoft.com/trademarks>. You must not undertake any action that will interfere with or diminish Microsoft’s (or Microsoft’s suppliers’) right, title and/or interest in the trademark(s) or trade name(s). At Microsoft’s or Centre Technologies request, you must provide Microsoft with samples of all of your written or visual materials that use a Licensed Product name.

4. ANTI-PIRACY. You must not engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. You may not distribute or transfer Licensed Products to any party that you know is engaged in these activities. You must report to Microsoft any suspected counterfeiting, piracy or other intellectual property infringement in computer programs, manuals, marketing materials or other materials owned by Microsoft, its Affiliates and/or its licensors as soon as You become aware of it. You will cooperate with Microsoft in the investigation of any party suspected of these activities.

5. USE OF CLIENT SOFTWARE. You may use the Client Software installed on Your Devices by Centre Technologies only in accordance with the instructions, and only in connection with the services, provided to you by Centre Technologies. The terms of this Appendix A permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

6. USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by Centre Technologies, You may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO CENTRE TECHNOLOGIES, WHICH TERMS MUST BE PROVIDED TO YOU BY CENTRE TECHNOLOGIES.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Centre Technologies.

7. COPIES. You may not make any copies of the Licensed Products; provided, however, that You may (a) make one (1) copy of Client Software on Your Device as expressly authorized by Centre Technologies; and (b) You may make copies of certain Redistribution Software in accordance with Paragraph 6 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Centre Technologies, upon notice from Centre Technologies or upon transfer of Your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the Licensed Products.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute Licensed Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Licensed Products.

10. TERMINATION. Without prejudice to any other rights, Centre Technologies may terminate your rights to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of their component parts.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY CENTRE TECHNOLOGIES AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

12. PRODUCT SUPPORT. Any product support for the Licensed Products is provided to you by Centre Technologies and is not provided by Microsoft or its affiliates or subsidiaries.

13. NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE Licensed Products COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

14. EXPORT RESTRICTIONS. The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Licensed Products, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issue by U.S. and other governments. For additional information, see <http://www.microsoft.com/en-us/exporting/default.aspx>
DISCLOSURE OF INFORMATION. You hereby consent to Centre Technologies providing information regarding Your Account to Microsoft to the extent it is required to do so under the terms of its license agreement with Microsoft.

15. LIABILITY FOR BREACH. In addition to any liability you may have to Centre Technologies, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.