

FRAMEWORK IT, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between **Framework IT, LLC**, an Illinois limited liability company with a principle places of business at 700 North Sacramento Blvd, Suite 101, Chicago Illinois 60612 (“**us**”, “**our**”, “**we**” or “**FWC**”), and you, the entity whose name, authorized signatory and contact information appear in the signature block of this Agreement (“**you**”, “**your**” or “**Client**”).

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs all services that will be provided to you by FWC (collectively, the “Services”). The Services (and certain terms uniquely applicable to the Services) will be described in one or more statements of work, schedules, purchase orders and/or work orders provided to you by FWC (each, a “SOW”). Once signed by you and us, each SOW will become a part of, and governed by, the terms of this Agreement. This Agreement may be updated by us from time to time and the most recent version of this Agreement will be available at [<https://www.frameworkit.com/termsconditions-sla>] (the “MSA Website”. Assent by you to version of the Agreement posted to the MSA Website evidenced by, subsequent to the version being posted: (a) the acceptance of a SOW or (b) notification to your designated email address followed by payment to us for prior or future services. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of Agreements, which will be controlled by the terms of this Agreement unless the SOW specifically states that it is overriding the conflicting provisions of this Agreement.
- 2) **DEFINITIONS.** Throughout this Agreement, the words listed in this Section will have the meanings listed below.
 - a) “Authorized Contact” means that person designated by a party to receive and provide instructions and directions concerning the Services.
 - b) “Client-Side Downtime” will have the meaning described in Section 11, below.
 - c) “Confidential Information” will have the meaning described in Section 12, below.
 - d) “Effective Date” means the latest date of the signatures of the parties below.
 - e) “Managed Peripherals” means those components of the System that are managed by FWC pursuant to a SOW.
 - f) “Minimum Requirements” means the minimum hardware and software infrastructure that must be supplied and maintained by you at all times in order for FWC to provide the Services to you.
 - g) “Passwords” will have the meaning described in Section 3 (e), below.
 - h) “Response Time” will have the meaning described in Section 11(a), below.
 - i) “Startup Exception” will have the meaning described in Section 11(b), below.
 - j) “System” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored or operated by FWC pursuant to this Agreement.
 - k) “System Malfunction” will have the meaning described in Section 10(d)(iii), below.
 - l) “Term” will have the meaning described in Section 10, below.
 - m) “Third Party Products” will have the meaning described in Section 8(a), below.
 - n) “Updates” means patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software and/or hardware devices.
- 3) **GENERAL REQUIREMENTS.**
 - a) *Network Architecture.* You understand and agree that the Services and fees described in a SOW are based upon the architecture of your network and the System as described in an applicable SOW. In the event that your network or the System is subsequently modified in any manner, FWC reserves the right to change the scope of services and/or the fees charged to you under an applicable SOW. You agree to notify FWC prior to (i) installing any software to, or modifying any hardware of, the System, or (ii) moving the System, in part or in whole, to any location other than the locations at which FWC installed the components comprising the System. Your failure to notify FWC as described in this paragraph may result in you incurring additional costs, on a time and materials basis, to restore the System or to bring the System back to a functioning condition.
 - b) *Limitations.* Due to the vast number of components, platforms, operating systems and technologies that may be included in the System, FWC does not warrant or guarantee that all components comprising or connected to the System will be capable of being monitored or managed. In the event that FWC is requested, but unable, to monitor or manage a particular component, FWC will notify you and recommend workaround(s) to remediate the situation. FWC will not be responsible for any issues related to components or software that are incompatible generally with the System, or which FWC notifies you are incapable of being monitored or managed by FWC.
 - c) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If FWC requires you to implement certain Minimum Requirements, you agree to do so as a precondition of FWC providing the Services to you. In addition, you agree to promptly

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implement any directions or instructions that FWC may provide to you from time to time related to the System or the Services; your failure to do so may delay the implementation of the Services or prevent the System from operating correctly.

- d) *Maintenance; Updates.* If required under a SOW, FWC will install Updates to Managed Peripherals. FWC will only be required to install Updates if FWC has determined, in its discretion, that the Updates will be compatible with the particular configuration of the Managed Peripherals and, in some cases, the System in general. Updates are developed by third party vendors and, you understand and agree that despite FWC's best efforts, Updates may make the Managed Peripherals and/or the System unstable or cause the Managed Peripherals or System to fail to operate. FWC will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with manufacturer's instructions. In addition, FWC's maintenance-related services do not cover, and are not a substitute for, remedial or repair services, which will be billed to you on an hourly basis. You are advised to obtain and maintain a maintenance agreement on all mission critical hardware, and software assurance plans covering all mission critical software. Failure to do so may prevent FWC from performing part or all of the Services, and delays resulting from such failure(s) shall not be attributable to FWC.
 - e) *Passwords.* FWC may be required to receive administrative-level passwords to the System or to the Managed Peripherals ("Passwords"). Unless otherwise directed to do so in writing by your Authorized Contact, Passwords will not be disclosed to any of your employees, or to any person or entity acting on your behalf. (This precaution is intended to protect the security and integrity of the System). All Passwords for the System must be provided promptly to FWC. Your failure to supply any requisite Passwords may result in a delay or the suspension of the Services by FWC.
 - f) *Third Party Support.* If, in FWC's discretion, a hardware or software issue requires vendor support or intervention, FWC may contact the applicable vendor on your behalf and pass through to you, without markup, all fees and costs charged by the vendor. If such fees or costs are anticipated, FWC will obtain your permission before incurring any expenses on your behalf.
 - g) *Cooperation.* You agree to cooperate with FWC in the performance by FWC of the Services, including, without limitation, providing FWC with all data and information that may be requested by FWC from time to time (collectively, "Requested Information"). You shall be responsible for the accuracy and completeness of all Requested Information you provide to FWC. You agree that FWC shall be held harmless for, and indemnified against, any delays or suspension(s) of the Services caused by or related to your failure, or the failure of any third party, to timely provide Requested Information to FWC, and FWC shall have the right to continue to bill you during any period of time in which the Services are delayed or suspended due to such failures.
 - h) *Equipment.* To use the FWC Managed Internet Service, Client may also need to lease or purchase certain FWC equipment, or FWC compatible equipment expressly approved by FWC, as set forth in Attachment 1 to this Agreement.
 - i) *Registration.* Client is required to register prior to using the Service. Client agrees that any registration information shall be accurate, correct, and up to date, and Client agrees to maintain and promptly update its registration information, including but not limited to the physical location of each user. Client and/or its representative must be of legal age to enter into a binding contract in order to register for the Service. Client shall be responsible for maintaining the security of any required user names and passwords (including both for the Account Administrator and users), and shall not disclose them to any third party. Client shall be solely responsible to FWC for all activities that occur under Client's account or subscription, including any unauthorized use. Client agrees to notify FWC immediately via emailing helpdesk@frameworkcommunications.com upon becoming aware of any unauthorized use of Client's password, account, or subscription.
- 4) **FEES; PAYMENT.** You agree to pay FWC the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay FWC on an hourly basis pursuant to FWC's standard hourly rate schedule, which will be provided to you prior to the commencement of Services.
- a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees for recurring services be due and payable in advance of the calendar month in which the Services are to be provided to you. All fees related to equipment, licensing, software, products, materials, or any other items provided by FWC to customer are due at the time of the placement of the order by Client. For fees related to labor or professional services ("Labor") provided by FWC, 50% of such fee is due at the start of the project related to such Labor, and 50% is due at the completion of such Labor. Payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided for recurring services and on the due date for Labor or other charges.
 - b) *Nonpayment.* Unless otherwise indicated in a SOW, all fees and applicable charges shall be due and payable before any Service is rendered; thereafter, all fees shall be due and payable within thirty (30) days after Client is provided

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with an invoice for such fees. FWC reserves the right to require pre-payment of fees, or fee deposits, to cover anticipated cost and expenses, and/or work in progress. Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be deemed delinquent, and may be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. In the event that undisputed invoices remain outstanding for thirty (30) days or more, then in addition to any other remedy available to FWC, FWC may (i) suspend part or all of the Services without prior notice to you, (ii) reverse or remove any equipment or software configurations, agents or devices installed or implemented in the System by FWC, and/or (iii) remove any FWC-owned equipment from your Premises (defined below). In addition, a re-connect fee may be charged to you in the event that FWC suspends the Services due to your nonpayment. All disputes related to fees must be received by us in writing within thirty (30) days after the applicable Service is rendered or the date on which you receive an invoice, whichever is later, otherwise you waive your right to dispute the fee thereafter. Written disputes must be sent to FWC either by U.S. mail or overnight courier to FWC's address listed in the opening paragraph of this Agreement, or submitted via email to accounting@frameworkcommunications.com. Time is of the essence in the performance of all payment obligations by you. FWC reserves the right to debit outstanding fees from any pre-paid amounts in your account if the Services are delayed or suspended due to Client's acts or omissions.

- c) *Authorization for Automatic Debit/Credit*: Client must pay all undisputed amounts by the due date. If Client fails to pay undisputed amounts on or before the due date Client expressly authorizes FWC to collect payment by charging or billing Client's bank debit or credit card held on file. Client authorizes this automatic charge for any outstanding balance owed to FWC.
- d) *Taxes*. Unless Client provides FWC with a current tax exemption certificate, Client is solely responsible for paying all legally required taxes, including without limitation any state or local sales, excise, and/or other taxes and fees which may be levied upon the Service, except for any income tax assessed upon FWC.
- e) *Regulatory Fees*. FWC may, when applicable, charge Client the following regulatory fees: Federal and State Universal Service Fee, 911 Fee, 911 Service Fee and Regulatory Recovery Fee.
- f) *Direct Hiring*. In the event you desire to directly hire a FWC employee, the direct hire fee for placements will be 25% of the placed individual's first year annualized compensation. In the event you desire to hire a FWC employee, you shall provide an estimate of the anticipated amount of the first year compensation that shall be paid to the employee (the "Estimated Compensation"). A Corporate Officer of FWC shall approve or deny the request to hire within 10 days, and in the event of an approval, payment of 25% of the Estimated Compensation will be due within 14 days from you to FWC. In the event of an increase in total compensation greater than 10% from the Estimated Compensation occurs in the first year of employment of the direct hire, you agree to pay FWC 25% of the increase in compensation above the Estimated Compensation within 14 days of the one-year anniversary of the start of the employment relationship. FWC will guarantee all direct hire placements for 30 days after an employee's start date. Should an individual leave within 30 days for any reason other than reorganization, elimination of position, takeover or material change in job responsibilities (an "Employee Departure"), FWC will refill the position at no additional charge; should FWC be unable to refill the position within 30 days of the Employee Departure, FWC will refund the Estimated Compensation. In the event an employee placement is made pursuant to the terms of this Section 4(f), any employment restrictions in relation to the placed employee are hereby waived by FWC, including any employment restrictions that provide for penalties against you or compensation to FWC related to the employment of the placed employee.
- g) *Other Fees*. Client agrees to pay any other fees that may be levied on the Services which are chargeable to end users by any governmental authority.
- h) Unless expressly stated otherwise in the SOW, all fees for recurring services shall be subject to an annual inflation increase, commencing from the Commencement Date of the SOW, and on each twelve (12) month anniversary thereafter, including both the initial term and any subsequent renewal terms of the SOW. The inflation increase shall be calculated as the greater of (i) 3% or (ii) the percentage increase in the CPI from the first day of the immediately preceding year in which such services were provided up to the last day of the year such recurring services were provided. As used herein, the term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers (CPI U) for Midwest urban, all items (1982-1984=100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 average shall no longer be used, FWC shall select a means to adjust such revised index, which would produce results as equivalent, as practicable, to those that would have been obtained if the CPI had not been so revised. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frequency of the CPI so that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the percentage increase in the CPI for the twelve (12) month period beginning with the closest month preceding the period in question for which a CPI is

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available. For the avoidance of doubt and at the sole and full discretion of FWC, any increase in the CPI shall result in a corresponding inflation increase in the fees for the recurring services.

- 5) **AUTHORIZED CONTACT PERSON.** Each SOW may designate one or more authorized contact persons (each, an “Authorized Contact”) with whom we may conduct Service-related communications. You agree that your Authorized Contacts are authorized to provide, modify and approve on your behalf, all work direction, SOWs and payment instructions. You also understand and agree that FWC can act upon the direction and apparent authority of your Authorized Contact(s), unless and until FWC receives written notice from you that one or more of your Authorized Contacts is no longer authorized to act on your behalf.
- 6) **ACCESS.** You hereby grant to FWC the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System and all Managed Peripherals on a 24x7x365 basis, for the purpose of enabling FWC to provide the Services in any relevant SOW. For the purposes of this paragraph, “access” will include (i) virtual access, including Internet-based and/or, as applicable, cellular based-access, and (ii) ingress and egress over and in the physical premises in which the System and/or Managed Peripherals are located (collectively, “Premises”). Access rights means the right to construct, install, repair, maintain, inspect replace and remove Service components and the right to use ancillary equipment space within a building to connect a Customer’s site to the FWC network in the case of internet or voice services. It is your responsibility to secure, at your own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for FWC to provide Services at your designated premises. FWC will not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from your denial to FWC of full and free access to the System or the Managed Peripherals, or your denial to FWC of full and free access to your personnel or premises.
- 7) **SAFE WORKING ENVIRONMENT.** Sites in which FCW or its underlying provider installs, maintains or provides Services must be a safe working environment, free of Hazardous Materials and be reasonably suitable for the Services. “Hazardous Materials” means any substance or material capable of posing an unreasonable risk to health, safety or property, or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. FWC shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose Hazardous Materials.
- 8) **LIMITED WARRANTIES; LIMITATIONS AND DISCLAIMER OF LIABILITY.**
 - a) *Hardware / Software Purchased Through FWC.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through FWC (“Third Party Products”) are nonrefundable once the applicable purchase order is placed in the queue for delivery. FWC will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided “as is” and without any warranty whatsoever as between FWC and you, and FWC will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products
 - b) *Compliance.* You warrant and represent that you will not use the System, or require FWC to aid you in the use of the System, for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (*i.e.*, SPAM).
 - c) *Limitations.* In no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits, savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if such party has been advised of the possibility of such damages. Except for your payment obligations and each party’s indemnification obligations, each party’s aggregate liability to the other for damages from any and all causes whatsoever and regardless of the form of action that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort or negligence, shall be limited to the amount of the aggrieved party’s actual direct damages, not to exceed the amount of fees paid by you to FWC for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are the result of an aggrieved party’s willful misconduct or gross negligence, or Client’s failure to pay fees when due. It is understood and agreed that the costs of hardware or software (if any) provided to Client under this Agreement shall not be included in the calculation of the limitation of damages described in this paragraph.

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- d) *Disclaimer of Liability.* FWC WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES CONTENT OR NETWORKS PROVIDED BY THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT OR SLA); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CLIENT'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
 - e) *Disclaimer of Warranties.* FWC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS AND REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USE OF TRADE OR BY COURSE OF DEALING. FURTHER, FWC MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY THE SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT FWC'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CLIENT'S DATA AND INFORMATION.
 - f) *Application and Survival.* The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set forth in this Agreement will survive failure of any exclusive remedies provided in this Agreement.
- 9) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all third-party claims of loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 10) **TERM; TERMINATION.** This Agreement will begin as of the latest date of the signatures of the parties below, and will continue until terminated as described in this Section (the "Term").
- a) *Termination of a SOW.* Unless otherwise stated in a SOW or this Agreement, no SOW may be terminated without cause prior to its natural expiration date.
 - b) *Termination of this Agreement.*
 - i) *Without Cause.* Either you or we may terminate this Agreement for any reason upon providing each other with prior written notice. In the event FWC terminates this agreement, all SOW's entered into by you and FWC shall be terminated effected as of the date of the termination of this Agreement. Notwithstanding the foregoing, however, if you elect to terminate without cause an active SOW (*i.e.*, a SOW that is-progress), you shall provide FWC with no less than sixty (60) days prior written notice. FWC shall be entitled to receive, and you hereby agree to pay to FWC, (i) all amounts that would have been paid to FWC had the Agreement or SOW (as applicable) remained in effect, and (ii) all non-cancelable costs and fees (such as licensing fees) that FWC incurred in the provision of the applicable Services.
 - ii) *Consent.* You and we may mutually consent, in writing, to terminate this Agreement at any time.
 - c) *Termination for Default.* In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a SOW, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting

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Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for nonpayment by Client) following receipt of written notice from the non-Defaulting Party. If FWC terminates this Agreement or any SOW For Cause, then FWC shall be entitled to receive, and you hereby agree to pay to FWC, (i) all amounts that would have been paid to FWC had the Agreement or SOW (as applicable) remained in effect, and (ii) all non-cancelable costs and fees (such as licensing fees) that FWC incurred in the provision of the applicable Services.

- d) *Exceptions.* Notwithstanding any provision to the contrary:
- i) Neither this Agreement nor any SOW may be terminated by you for any reason until and unless FWC is paid in full (i) for all undisputed outstanding fees that accrued, and which will accrue, through the date of termination of the SOW or this Agreement (as applicable), and (ii) for all amounts that FWC advanced on your behalf (*i.e.*, hard costs, licensing fees, etc.) pursuant to a SOW.
 - ii) In the event that any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction on three (3) occasions or more (“System Malfunction”), and you fail to remedy, repair or replace the System Malfunction as directed by FWC, then FWC will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at FWC’s discretion, amend the applicable SOW to eliminate from coverage any System Malfunction.
- e) *Equipment / Software Removal.* FWC agrees to, if specified in a SOW, deliver and allow you to possess and use the PC over Internet Protocol Portals, or other thin-client terminals or any other equipment provided by FWC to you to enable access by you to the Services, and any other FWC-owned equipment as set forth in a SOW (collectively, the “**FWC Equipment**”), you agree to accept and hold in bailment the FWC Equipment for FWC, subject to the terms and conditions of this Agreement. During the term of the bailment under this Agreement, the FWC Equipment will solely be used by you for your own commercial use only at the offices set forth in the Service Order or at other offices for which you has provided written notification to FWC. You shall maintain the Bailed Property at its offices set forth in the SOW and may only remove it only upon written notice to FWC. FWC reserves the right to inspect the Bailed Property on twenty-four hour notice for the purpose of verifying your compliance with this Agreement. The FWC Equipment is not being sold or leased to you. Title to the FWC Equipment remains with FWC, and you may not purchase, sell, lease, mortgage, borrow against, pledge or otherwise create a legal or equitable interest in the Bailed Property for yourself or any third party, unless expressly agreed to by FWC. You will segregate the FWC from its own and will not obscure or remove any markings from the FWC Equipment. You may not represent to any person that the FWC Equipment is other than FWC’s property. Upon termination of this Agreement for any reason, you will provide FWC with access, during normal business hours, to your premises or any other locations at which FWC Equipment is located to enable FWC to remove all FWC Equipment from the premises. If you fail or refuse to grant FWC access as described herein, or if any of the FWC Equipment is broken or damaged (normal wear and tear excepted) or any of FWC-supplied software is missing, FWC will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged hardware and software. You hereby authorize and consent to FWC’s filing of a UCC financing statement and any other precautionary filings regarding the FWC Equipment and agree that the UCC financing statement and other precautionary filings regarding the FWC Equipment may indicate that you hold the FWC Equipment as a bailee.
- f) *Insurance.* If you are supplied with FWC Equipment pursuant to a SOW, you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of the FWC Equipment. FWC shall be listed as an additional insured on any policy acquired and maintained by you hereunder, and the policy shall not be canceled or modified without prior notification to FWC. Upon FWC’s request, you agree to provide proof of insurance to FWC, including proof of payment of any applicable premiums or other amounts due thereunder.
- g) *Transition.* In the event that you request FWC’s assistance to transition to a new service provider, FWC will provide such assistance if (i) all Fees due and owing to FWC are paid to FWC in full prior to FWC providing its assistance to you, and (ii) you agree to pay FWC its then-current hourly rate for such assistance, with upfront amounts to be paid to FWC as agreed upon between the parties. **Unless otherwise expressly stated in a SOW, FWC will have no obligation to store or maintain any Client data in FWC’s possession or control beyond fifteen (15) calendar days following the termination of this Agreement, at which time FWC will securely destroy the data.** FWC will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, FWC’s deletion of your data beyond the time frames described in this Section 10(g).

11) RESPONSE; REPORTING.

- a) *Response.* FWC warrants and represents that FWC will respond to any notification received by FWC of any error, outage, alarm or alert pertaining to the Managed Peripherals in the manner, and within the time period(s), designated in the

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applicable SOW (“Response Time”) except (i) for those periods of time covered under the Startup Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime, or (iii) delays caused by a force majeure event.

- i) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by FWC but which will not occur between the hours of 8 AM and 6 PM CST Monday through Friday without your authorization or unless exigent circumstances exist, during which time FWC will perform scheduled maintenance or adjustments to its network. FWC will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
 - ii) *Client-Side Downtime.* Notwithstanding any provision to the contrary, FWC will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”). In the event that such delays or deficiencies occur, FWC will be permitted to extend any relevant deadline as FWC deems necessary to accommodate such delays or deficiencies.
 - iii) *Remedies; Limitations.* Notwithstanding any provision to the contrary, except for the Startup Exception, if FWC fails to meet its service level commitment, as detailed in the applicable Scope of Work or Service Level Agreement, in a given calendar month, then upon receiving your written request, FWC will issue you a credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than thirty (30) days after you either (i) report the outage or service failure to FWC, or (ii) receive the monthly report showing the outage and/or failure. The remedies contained in this paragraph and those in Section 10(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for FWC’s failure to meet any service level commitment during the term of this Agreement.
- b) *Startup Exception.* You acknowledge and agree that for the thirty (30) calendar days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to FWC, it being understood that there may be unanticipated downtime or delays due to FWC’s initial startup activities with you (the “Startup Exception”).

12) CONFIDENTIALITY.

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to FWC by you, including but not limited to your Client data, Client lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of FWC, (ii) was developed independently by FWC, or (iii) is or was lawfully and independently provided to FWC prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* FWC will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill FWC’s obligations under this Agreement. If FWC is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then FWC will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 12(b).
- c) *Law Firm; Privileged Information.* Without limiting any of the foregoing, FWC acknowledges and agrees that if pursuant to an SOW, it receives, stores or otherwise accesses any information belonging to Client that is identified in writing by Client as being subject to any attorney/client privilege or heightened level of confidentiality (“Privileged Information”), then with regard to all such Privileged Information, FWC shall never use or disclose such information for any purpose, in part or in whole, without Client’s prior written consent, which may be withheld in Client’s sole discretion. FWC’s confidentiality obligations under this Section 12(c) shall survive the termination of this Agreement.
- d) *Due Care.* FWC will exercise the same degree of care with respect to the Confidential Information it receives from you as FWC normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- e) *Compelled Disclosure.* If FWC is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, FWC will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive FWC’s compliance with the provisions of this Section 12(e). FWC will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, FWC may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that FWC has been advised by written opinion of counsel reasonably acceptable to FWC that it is legally compelled to disclose.

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- 13) **PRIVACY, HIPAA, PCI, AND OTHER COMPLIANCE SERVICES.** If, while providing the Services for Client, FWC creates, receives, maintains or transmits personal health information (“PHI”) as that term is defined by the Privacy, Security, Breach Notification and Enforcement Rules codified at 45 CFR 160 and 164 (“HIPAA”), then FWC shall treat the PHI as confidential information and shall handle the PHI in accordance with the terms of this Agreement and the applicable HIPAA rule, whichever is stricter. Notwithstanding the foregoing, FWC shall not be required to maintain or preserve any Client data beyond the time periods described in this Agreement unless specifically required to do so under HIPAA. If, while providing Payment Card Industry (“PCI”) Compliance Data Security Standards, a PCI Audit Scan, PCI Assessment Module, a HIPAA Audit, or any other audit, review, or analysis (an “FWC Audit”) pursuant to which FWC makes recommendations related to PHI, PCI standards, HIPAA standards, or any other data security standards currently existing or created subsequent to the date of this Agreement (an “Data Standards”), FWC is not liable for breaches of these standards by the Client or for any damages resulting from a failure by FWC to identify all possible sources of violations of Data Standards during an FWC Audit. The results of the FWC Audit are not guaranteed or warranted and Client expressly waives any recourse against FWC for damages related to any information or absence of information pursuant to an FWC Audit. Client agrees to indemnify FWC for any costs of defending or as a result of any cause of action or penalty associated with a breach of such compliance in the event a third party seeks damages from FWC related to such failure. FWC’s privacy policy is located at www.frameworkcommunications.com. Client agrees that the use of Client’s data is in accordance with FWC’s privacy policy.
- 14) **SCOPE OF USE/FAIR USAGE.** Client shall use the Service only as permitted in this Agreement and in accordance with applicable laws and regulations, including but not limited to laws regarding the export of data or software. Client shall use the Service only for its internal business purposes. Client’s use of the Service may be subject to certain restrictions and limits and FWC’s Acceptable Use Policy which is located at www.frameworkcommunications.com and incorporated herein by reference. If FWC determines that Client has violated or is in violation of this provision or its AUP, FWC will so notify Client and may, in its sole discretion, terminate Client’s Service. In the event of such termination Client shall remain bound by its payment obligations for the remainder of the then current (Initial or Renewal) Term of the Agreement. Client may not transfer its Service subscription to any other company or entity.
- 15) **MANAGED SERVICES.**
- a) *Provision.* Managed services (*i.e.*, Services covering Managed Peripherals) will be provided as indicated in an applicable SOW. To the extent that any managed services are provided to Client, the following provisions will apply in addition to those provisions contained in an applicable SOW:
 - i) EULAs. Portions of the managed services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.
 - ii) BDR/Data Backup. You understand and agree that FWC will not be responsible for any data lost, corrupted or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent hardware corruption-related issues). You are strongly advised to maintain a local backup of all mission-critical or Client-critical data, and to periodically verify the integrity and availability of all backed up data.
 - iii) BYOD. You hereby represent and warrant that FWC is authorized to provide the Services to all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System and which have been designated by under a SOW to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from or unconnected to the System.
 - iv) Hosted Solutions. Hosted solutions (if any), including but not limited to hosted email and document-related applications, may require you to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, in providing the Services, FWC is required to comply with a third party EULA and, under such circumstances, the third party EULA is modified or amended, FWC reserves the right to modify or amend any applicable SOW with you to ensure that FWC’s continued compliance with the terms of the third party EULA. FWC

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reserves the right to suspend or terminate your access to hosted solutions in the event that FWC has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates the law, or poses a threat to the integrity or security of FWC's computer servers or any third party server.

- 16) **MAINTENANCE AND MODIFICATIONS TO SERVICE.** FWC may at any time and without liability modify, expand, improve, maintain, or repair the FWC network even if such activity might result in temporary suspension(s) of the operation of the Service. FWC will use commercially reasonable efforts to minimize any disruption to the Service to Client and shall use its best efforts to give Client commercially reasonable notice of a maintenance period prior to the disruption by telephone (real-time or voicemail), facsimile, or e-mail. Credits will not be issued with respect to such Service interruptions if FWC has used commercially reasonable efforts to so notify Client in accordance with this paragraph.
- 17) **INTELLECTUAL PROPERTY RIGHTS.**
- a) *FWC's IP.* FWC reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively, "Intellectual Property") that FWC (i) owned prior to providing the Services under the Agreement, (ii) any Intellectual Property that FWC develops, creates, or otherwise acquires independently of this Agreement, and (iii) any derivative works or Intellectual Property that FWC develops, creates, or otherwise acquires while performing the Services under the Agreement.
 - b) FWC and/or its licensors own all right, title, and interest in and to the Service, associated software, and the content of all information and communications, whether visual, written, audible, or of another nature presented by or on behalf of FWC as part of the Service ("FWC's Content"). Client shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon FWC's Content.
 - c) Nothing in this Agreement grants either party any right to use any of FWC's trade names, trademarks, service marks, logos, domain names, trade dress, or other distinctive brand features without prior written consent.
 - d) Client shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within FWC's Content, the Service, or associated software or servers.
 - e) Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party, and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights in one party's Intellectual Property to the other party.
- 18) **SOFTWARE LICENSE TERMS.** The software and documentation provided or made accessible under this Agreement are licensed to Client by FWC in accordance with and subject to the terms and conditions set forth in the FWC License Terms posted on FWC's website at www.frameworkcommunications.com ("License Terms"), with the exception that the License Terms set forth therein shall not apply and instead the scope of the license granted shall be for the sole purpose of utilizing the Service for the specified number of users, in accordance with the terms of this Agreement, and for the duration of Client's subscription (until the effective date of termination of the Service).
- 19) **SOFTWARE UPDATES.** The FWC software may automatically (push or pull – download) and install updates from FWC and/ or affiliated equipment manufacturers from time to time. Updates may take the form of bug fixes, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the Service. Client agrees to allow such updates to be promptly downloaded and installed as part of its utilization of the Service.
- 20) **CLIENT'S CONTENT.**
- a) Client is solely responsible for the content of all information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by Client and its users while utilizing the Service ("**Client's Content**") and for the consequences of doing so, including any loss or damage to FWC or any third parties. FWC has no responsibility to Client or any third party for Client's Content.
 - b) Client shall retain copyright and any other intellectual property rights Client holds in Client's Content. Client shall remain solely responsible for protecting and enforcing such rights where applicable.
 - c) Client hereby grants to FWC a limited license to use, modify, adapt, translate, publish, publicly perform, publicly display, reproduce, prepare derivative works of, and distribute Client's Content solely for the purpose of providing and distributing the transmission of such Client Content, as is necessary to the successful provision of the Service to

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Client. Client represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

- d) FWC will endeavor to store Client's voicemail, sent or received call logs, and/ or instant messages as part of the Service, however FWC is not obligated to do so and FWC has no responsibility or liability for the deletion or failure to store any of the foregoing.

21) OTHER USERS' CONTENT.

- a) FWC does not control and shall have no liability or responsibility for the 1) conduct or 2) content of any information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by other users via the Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "**Other Users' Content**").
- b) Other Users' Content may be protected by copyright and other intellectual property rights of such other users or other persons. Client shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Other Users' Content unless specifically agreed to by the owners of such Other Users' Content in a separate written agreement with Client.
- c) It is FWC's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts or subscriptions of repeat infringers.

22) IMPORT/EXPORT CONTROL.

Neither Party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

23) MISCELLANEOUS.

- a) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, FWC may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) *Amendment.* No amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing, specifically refers to this Agreement, and is accepted in writing by one of either parties' Authorized Contacts.
- c) *Time Limitations.* The parties mutually agree that any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- e) *Other Terms.* FWC will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding

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contractual language between the parties. FWC will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

- h) *Force Majeure.* FWC will not be liable to you for delays or failures to perform FWC's obligations under this Agreement or any SOW because of circumstances beyond FWC's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, and acts of God.
- i) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of FWC's employees or subcontractors to discontinue or reduce the scope of their business relationship with FWC, or recruit, solicit or otherwise influence any employee or agent of FWC to discontinue such employment or agency relationship with FWC. In the event that you violate the terms of the restrictive covenants in this Section 23(i), you acknowledge and agree that the damages to FWC would be difficult or impracticable to determine, and you agree that in such event, as FWC's sole and exclusive remedy therefore, you will pay FWC as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus).
- j) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive.
- k) *Insurance.* FWC and you will each maintain, at its own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to general liability. FWC agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the State of Illinois. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Cook County, in the State of Illinois, for any and all claims and causes of action arising from or related to this Agreement. **YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.**
- m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Cook County, Illinois, such period will be extended to and through the next succeeding business day in Cook County, Illinois.
- p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to FWC regarding (a) any alleged breach of this Agreement by FWC, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to FWC either by U.S. mail or fax, unless such requirement is expressly and specifically waived by FWC. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- q) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other. As an independent contractor, FWC shall determine, in its sole discretion, the means and methods by which the Services are delivered to Client.
- r) *Subcontractors.* FWC may subcontract part or all of the Services to one or more third parties provided, however that FWC will be responsible for, and will guarantee, all work performed by any FWC-designated subcontractor as if FWC performed such work itself. Notwithstanding the foregoing, FWC will not delegate or subcontract any Services that are expressly designated as being non-delegable on a SOW.
- s) *Prevailing Party.* In the event a party is required to bring an action to enforce the terms of this Agreement, the party prevailing in the action shall be entitled to an award of the reasonable attorneys' fees and costs that such party incurred

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in the action. In the event that FWC retains the services of a collection agency to recover fees due under this Agreement, you shall be responsible for all costs associated with the collection of such fees.

- t) *Counterparts.* The parties may execute and deliver this Agreement and any SOW in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.
- u) *Compliance.* Each Party will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Service.