

Master Services Agreement

Article 1

1.0 INTRODUCTION. , Creative Network Innovations, Inc., (“CNI”) is pleased to provide you services under this Creative Network Innovations, Inc., Master Services Agreement (the “Master Agreement”). Any and all Orders are incorporated into this “Master Agreement” by and between you and Creative Network Innovations, Inc., (collectively, the “Parties” or each individually a “Party”) for the services specified on such Orders (“Services”). As used herein, the words “we,” “our” and “us” refer to Creative Network Innovations, Inc., hereinafter referred to as (“CNI”) and the words “Client”, “you”, and “your” refer to the entity that has signed any Order. The attachments to this Master Agreement (“Attachments”) further describe the duties and obligations of the Parties and are hereby incorporated by reference to all Orders.

Article 2

2.0 SERVICES AND ORDERS.

2.1 Subject to the terms and conditions of this Master Agreement (including, without limitation, Client’s compliance with its obligations set forth in Section 4), CNI will provide you with Services and Equipment, pursuant to and in conformance with any Order accepted in accordance with Section 2.2 below, during the Term (as defined in Section 3, and for Dental Tech Section 14.1). CNI shall use commercially reasonable efforts to provide you with the Services and Equipment for which you have contracted.

2.2 Client shall request Services hereunder by issuing to CNI a proposed order (in the form provided or approved by CNI). Upon CNI’s acceptance of a proposed order(s), such proposed order(s) shall be deemed an “Order” hereunder and shall be deemed incorporated into this Master Agreement. A proposed order shall be deemed accepted upon the earlier of (a) CNI’s acceptance of such proposed order in writing; (b) CNI’s commencement of delivery of the Services and Equipment set forth in such proposed order; or (c) CNI’s acceptance of payment for the proposed order. By accepting the proposed order CNI agrees to provide Services and Equipment in conformance with the provision in the respective Order. Client accepts the Master Agreement by execution of any proposed order or Order. In the event Client cancels an Order prior to CNI actually delivering Services or Equipment, and in the event that CNI incurs costs related to same, then Client shall reimburse CNI for such costs actually incurred. Client understands and agrees that certain Services and Equipment may not be available in all areas and that CNI, upon entering into an Order with Client may, at its own discretion, utilize an affiliate to deliver the applicable Service.

Article 3

3.0 TERM. This Master Agreement shall commence on the date of execution by the Parties of any and all Orders (the “Effective Date”) and shall remain in effect **UNTIL EITHER PARTY PROVIDES A 30 DAY WRITTEN NOTICE OF CANCELLATION TO THE OTHER PARTY.**

Article 4

4.0 CLIENT OBLIGATIONS.

4.1 Client's use of the Services (including all content transmitted via the Services) shall comply with all applicable federal, state, and local laws and regulations, the terms of the Order, and the terms of this Master Agreement. Client agrees not to resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or make any use of the Services other than for Client's internal business purposes. Client shall ensure that its End Users' use of the Services, if any, shall comply with all applicable federal, state, and local laws and regulations and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means this Master Agreement, as may be modified from time to time by CNI.

4.2 Client shall ensure that all CNI Equipment at Client's and Client's End Users' facilities remains free and clear of all liens and encumbrances that are not provided by CNI. Client shall be responsible for loss or damage to the CNI Equipment while at Client's or an End User's facilities. As between the Parties, Client is solely responsible for (a) all use (whether or not authorized) of the Services by Client, an End User or any unauthorized person or entity, which use shall be deemed Client's use for purposes of this Master Agreement; and, (b) all content that is viewed, stored or transmitted via the Services, as applicable. You are responsible for safeguarding and maintaining the confidentiality of all usernames, passwords and account information associated with the Services. You agree to notify CNI of any unauthorized use or any other breach of security within twenty-four (24) hours of such use being known to you.

4.3 You agree that prior to allowing CNI to service any of your equipment, it is your responsibility to back-up the software and data that is stored on your computers, hard disk drive(s), and/or on any other storage devices you may have, and CNI shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. CNI shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to you by CNI or any other company. CNI's maximum liability to you arising from or related to your use of CNI services is limited to that set forth in Section 22 below.

4.4 In addition to your other responsibilities under the Master Agreement, you agree that you and anyone using the Services will: (i) upon request, take all commercially reasonable actions necessary in order to install and activate the Services and Equipment; (ii) provide adequate facilities to securely house and operate your equipment; (iii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, servers or other equipment used in conjunction with the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services and/or Equipment by persons accessing those Services and/or Equipment; and (v) authorize and identify (full name, position, phone number, address, and email address) to us in writing at least one individual to represent you on any aspect of your account (including all requests for moves, additions, deletions or changes).

4.5 To the extent you are the cause of any loss, damages, or liabilities to CNI, you agree to reimburse, compensate and pay CNI for any losses, claims, damages, liabilities or penalties that CNI or any of our officers, directors, agents, successors or assigns may incur from your purchase

or use of the Services and Equipment, except to the extent that any loss, damages or liabilities are caused by CNI's willful misconduct.

Article 5

5.0 PAYMENT, DEPOSITS and ADVANCE PAYMENT. For each Order, Client agrees to pay CNI all recurring and non-recurring charges, fees and taxes (collectively the "Service Charges") as set forth on the Order in accordance with the following payment terms: (a) Service Charges for equipment included on an Order (Equipment") and freight to deliver the Equipment directly to your office are due simultaneously at the time that CNI orders the Equipment. Once an Equipment Order is placed, the Equipment will be procured from the vendor. **ALL SALES OF EQUIPMENT ARE FINAL.** (b) Service Charges for installation will be billed upon completion of the installation. Completion of installation is solely determined by CNI. (c) Service Charges for recurring Services, such as Dental Tech and backup services are due on the first (1st) or fifteenth (15th) of each month via credit card or check. If your payment information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your Service with notice, and only after sixty (60) days of non-payment. CNI charges twenty-five dollars (\$25) for returned or NSF checks, including ACH payments. CNI will not defer any charges while Client awaits reimbursement, subsidy, discount or credit from CNI or any third party, and Client shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit.

5.1 To safeguard its interests, CNI may verify the Client's credit standing. Client accepts such verification and will provide any necessary information to CNI for such verifications. Additionally, CNI may require the Client to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve the Client of the responsibility for the prompt payment of invoices on presentation. CNI may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to CNI, for past due amounts payable by Client to CNI.

Article 6

6.0 TAXES. Client shall pay all federal, state, and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of this Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state and/or local regulatory fees to the extent applicable. Further, CNI shall have the right to recover from Client the amount of any state or local fees or taxes arising as a result of this Master Agreement, which are imposed on CNI or CNI's services, or measured on CNI's receipts. Such fees or taxes shall be invoiced to Client in the form of a charge included on Client's invoice. To the extent that a dispute arises as to which Party is liable for fees or taxes under this Master Agreement, Client shall bear the burden of proof in showing that the fee or tax should be imposed upon CNI. Client shall be responsible for providing CNI any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under this Master Agreement. To the extent such documentation is held invalid for any reason, Client agrees to reimburse CNI for any tax or fee liability including

without limitation related interest and penalties arising from such invalid documentation. Client agrees that CNI has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Client. Client hereby waives any claims it may have regarding CNI's collection or remittance of such fees, taxes and charges.

Article 7

7.0 NOTICES. Any notice under this Master Agreement shall be given in writing and shall be deemed to have been given when delivered. Notices shall be delivered to Client at the respective mailing address or electronic email address set forth in the most recent Order or most recent address on file. All notices to CNI must be in writing and sent to: Creative Network Innovations, Attn: Louise Jordan, Business Manager, 6905 N. Wickham Road, Suite 300, Melbourne, FL, 32940, or to any other address that we may provide to you or post on our website for such notices.

Article 8

8.0 CLIENT INFORMATION. Client hereby acknowledges and agrees that CNI may utilize Client's information for direct marketing purposes. In addition, CNI shall have the right, but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

Article 9

9.0 TERMINATION. Either Party may terminate Services upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period. In addition, in the event that Client fails to comply with any applicable laws or regulations, or the terms of this Master Agreement, CNI may immediately suspend or discontinue any applicable Services. In the event of a suspension, CNI may require the payment of reconnect or other charges before restarting the suspended Service.

Upon the termination or expiration of this Master Agreement and the Order(s) hereunder: (i) CNI's obligations hereunder shall cease; (ii) Client promptly shall pay all amounts due and owing to CNI for Services delivered prior to the date of termination and any applicable de-installation fees, if any; (iii) Client shall promptly cease all use of any software provided by CNI for use with the Services and verify that such software has been removed from the system; and (iv) Client shall return to CNI or permit CNI to remove, in CNI's discretion, the CNI Equipment in the same condition as when received, ordinary wear and tear excepted. Client shall be responsible for reimbursing CNI for the reasonable and documented costs of the repair or replacement, at CNI's discretion, of any CNI Equipment not returned in accordance with this Section 9.0.

9.1 Upon early termination of an Order or the Master Agreement by Client for any reason, other than as set forth in Section 9.0 above, or by CNI for any reason set forth in Section 9.0 above, Client shall promptly pay CNI the remaining Services Charges for the then current Term. Client understands that the Service Charges provided for within the Dental Tech Order have been discounted in consideration of and contingent on the execution of this Master Agreement by affixing Client's signature on the Order. Additionally, in the event Client terminates a portion

of the Services ordered hereunder, CNI may increase the rates for any remaining Services effective upon notice to Client. The foregoing shall be in addition to any other rights and remedies that CNI may have under this Master Agreement or at law or equity. If Client is terminating the Dental Tech services, Client understands that by terminating under this Section 9.1, Client is accelerating its obligations to pay on going Service Charges for the then current Dental Tech term that CNI will terminate the Services, and Client is not terminating its other obligations under this Master Agreement. Upon cancellation of the Dental Tech Services, CNI will not be responsible for providing any services, including backup, anti-virus, hardware warranty assistance, or remote support.

Article 10

10.0 EQUIPMENT INSTALLATION. The installation of Equipment may be an essential part of the Services provided throughout the Term. When such Equipment is requested, an Order will be created for the Client. Client shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any Equipment as specified by CNI and that which is required to provide the Services hereunder. In addition, Client will provide CNI with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Equipment at the Client locations identified in an Order. Client shall not charge CNI, and shall ensure that CNI does not incur, any fees or expenses whatsoever in connection with Client's provision of space, power, or access as described herein, or otherwise in connection with Client's performance of its obligations pursuant to this Section 10; and any such fees or expenses charged shall be borne solely by Client. Provided that Client properly performs all necessary site preparation and provides CNI with all required consents, CNI shall use commercially reasonable efforts to install the Equipment and provide the Service in accordance with the requested Service start date indicated on the Order. In the event that CNI is unable to install the Equipment and provide the Service in accordance with the agreed upon schedule as a result of (i) Client's (or its End User's) failure to deliver any required materials, supplies or information to CNI; or (ii) CNI not being able to obtain access to Equipment or software at the installation location as necessary for installation of the Service and/or Equipment, then Client shall pay CNI any additional installation fees at CNI's then prevailing rates.

Article 11

11.0 RIGHT OF ENTRY

11.1 Client shall obtain and maintain, or ensure that each Client employee or office to whom the Service will be provided, or who shall use the Service, as applicable (each "End User"), shall obtain and maintain such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, CNI personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Client's and any Client End User's offices. Client must provide a safe, non-threatening environment for CNI's engineers to provide service and installation. Service may be denied if the environment is deemed unsafe by CNI. In the event CNI is not given a nonthreatening environment, then Client

shall pay CNI any additional installation fees at CNI's then prevailing rates, and CNI may have the right to terminate the Master Agreement.

11.2 RIGHT OF ENTRY – OWNED PREMISES. If Client is the owner of the premises where the Services will be provided (the “Premises”), the following additional terms shall apply:

(i) System; Services. Client hereby grants to CNI the non-exclusive right to install, operate, inspect, maintain, modify, repair, replace, relocate and remove cabling, mounting solutions, and technology system related components referenced in any Order or in the defined scope of work by CNI (the “System”).

(ii) Alteration to Premises. CNI shall not be responsible for any damage not directly caused by it. CNI may be responsible for damages directly caused by its faulty workmanship, subject to LIMITATION OF LIABILITY in Section 20, provided that the boring of holes or insertion of fasteners through the surface of walls or ceilings for attachment of peripheral equipment is part of normal workmanship and will not be deemed damages.

(iii) Right of Entry Term. Section 11.1 and Section 11.2 will remain in full force and effect for so long as CNI provides any Service to any occupant of the Premises, plus an additional ninety (90) days thereafter to effect any removal of any Equipment for that which CNI has an ownership interest.

Article 12

12.0 PROPRIETARY RIGHTS. All materials including, but not limited to, any CNI Equipment (including related firmware), software, data and information provided by CNI, any identifiers or passwords used to access the Services and Equipment or otherwise provided by CNI, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, used by CNI to provide the Services (collectively “CNI Materials”) shall remain the sole and exclusive property of CNI. Client shall acquire no interest in the CNI Materials by virtue of the payments provided for herein. Client may use the CNI Materials solely for Client's use of the Services. Client may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the CNI Materials, in whole or in part, or use them for the benefit of any third party. Client shall not open, alter, misuse, tamper with or remove the CNI Equipment as and where installed by CNI, and shall not remove any markings or labels from the CNI Equipment indicating CNI ownership or serial numbers. If software is provided to Client hereunder (“Software”), CNI grants Client a limited, nonexclusive and non-transferable license to use such Software, solely for the purpose of using the Service for Client's internal business purposes during the Term.

Article 13

13.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. CNI has the right, but not the obligation, to upgrade, modify and enhance the CNI network (including CNI Equipment and related firmware) and the Service and take any action that CNI deems appropriate to protect the Services and CNI Equipment. CNI may perform maintenance that may affect the availability or functionality of all or part of the Services at any time. Any impact on the Services as a result of maintenance will not be deemed our breach of the Master

Agreement. CNI shall have the right, but not the obligation, to monitor and record oral communications with the Client regarding Client's account or Services for the purpose of service quality assurance.

13.1 You agree to allow CNI to install an antimalware management application on your physical server. This will alert CNI of any malware issues, enabling CNI to take care of the problems independently. If this is not possible due to lack of a physical server or a server that cannot host the software, you agree that it is your responsibility to alert CNI of any malware issues on computers and you understand that CNI cannot monitor the malware without it.

Article 14

14.0 Dental Tech. Dental Tech is your IT management plan. In this Section 14 you will find some specific terms and conditions related to Dental Tech.

14.1 TERM and RENEWAL. Dental Tech shall commence on the date of execution of the Dental Tech Order (the "Effective Date"). The Initial Term for the Dental Tech shall be 30 days from the Effective Date. **UPON THE EXPIRATION OF THE INITIAL TERM THIS MASTER AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTHLY BASIS, UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NONRENEWAL TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT INITIAL TERM OR RENEWAL TERM, AS APPLICABLE.**

14.2 PAYMENT OF SERVICE CHARGES. Client is responsible for all Service Charges, and hereby authorizes CNI to obtain payment of all such Service Charges in accordance with the payment information provided by Client on any Dental Tech Order. Payment for the Service Charges respective to Dental Tech shall be due on the first (1st) of each month. Such payment shall be made via credit card or check. If your payment and biographical information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your Service with thirty (30) days' notice.

14.3 SERVICES. CNI provides Dental Tech Core services (14.3(A)) as well as additional advanced services (14.3(B)) purchased separately as-needed.

14.3(A) CORE SERVICES – Core Services are that which are included within the regular Service Charge. There are no additional Service Charges for the items listed as Cores Services in this Section 14.3(A).

(i) NETWORK MONITORING AND MANAGEMENT. CNI will deploy a network monitoring system that detects and prevents certain technical problems. The system make best efforts to report issues to our support center, where appropriate action can be taken. While this platform allows us to see and avoid many issues with your technology, it is not an absolute guarantee that your system will be entirely issue free. There may be issues that cannot be detected, particularly as related to proprietary, auxiliary, and ancillary systems (i.e., digital x-ray, imaging systems, etc.). Anytime there is a question regarding your system, report it to our Support team immediately.

(ii) REMOTE TECHNICAL SUPPORT. Support is available to resolve any issues regarding your current system during our normal support hours of 8:00 AM to 5:00 PM Eastern Time (Mon-Fri), which may from time to time be amended and with allowance for nationally recognized holidays. When there is a technical issue with your Current System (as defined below), we will remote in and diagnose the problem, and will make all commercially reasonable efforts to correct the issue remotely. "Support" is defined as help or assistance with your Current Setup. "Current System" is defined as the existing computers or devices that are inventoried on the Dental Tech Order, with the existing operating system in its current version, with all installed software and peripherals in their current version (both hardware and software). CNI does not configure or provide Support or Service for items that are not associated with Dental Tech, or for any consumer grade content including, but not limited to, photo applications, music playing applications, and chat or messaging applications, except as may be provided in a separate agreement by Client and CNI.

(iii) LOCAL BACKUP SERVICE. Dental Tech will implement, configure, and monitor your local backup system to an external backup device attached directly to your server (such as a USB Hard Drive, NAS, DAS, etc.) provided by client or paid for additionally through CNI. CNI will advise you and attempt to correct any problems detected with your backup. It is important that you monitor your backup system, to make sure there are no issues that have not been detected by our Support team. For full terms and conditions regarding Local Backup see Section 19.0.

(iv) CLOUD BACKUP SERVICE. CNI will implement, configure, and monitor a cloud backup system. The cloud backup system performs backup on "critical" systems and programs but does not backup all data and configurations. For full terms and conditions regarding cloud backup see Section 17.0.

(v) BACKUP RETENTION. CNI will retain the cloud backups for a maximum of 5 days unless specified and invoiced for separately.

(vi) ANTI-VIRUS / ANTI-MALWARE SYSTEM. CNI will provide current Antivirus and Anti-malware, with all necessary updates, on all servers and workstations that are included and inventoried on your Dental Tech Order. All servers and workstations need to be properly inventoried by you so that we can deploy the security suite. It is your responsibility to ensure that we have an updated list of all servers and workstations that you want included in your Order. While the Anti-virus system that we use allows us to prevent many viruses it is a basic anti-virus program and it is not an absolute guarantee that your system will be entirely virus free.

(vii) SYSTEM UPDATES AND MANAGEMENT. CNI will configure your system to accept updates for the core operating system on all servers and workstations that are properly inventoried. Standard business applications (Adobe, Java, Flash, and Office) updates will be centrally coordinated and applied by our Support Center automatically.

(viii) DISCOUNTS FOR SERVICE CALLS. As a Dental Tech Client, you will receive a discount for onsite service calls (as discussed in Section 14.3(C)).

(ix) **VENDOR MANAGEMENT.** CNI will coordinate and work directly with your vendors to provide technical service and support as needed, provided that we have been informed of such vendors in advance, and have a letter of agency from you and the vendor on file. You will be allotted a certain number vendors as indicated in your Dental Tech Order.

(x) **WEBSITE RESTRICTION AND CONTENT FILTERING.** CNI will administer a device to block custom Client selected websites such as social media as well as dangerous or offensive sites. It is important that you have policies in place to make sure your team is not attempting to visit harmful websites. CNI will only attempt to block those websites and content that you select and inform us of.

(xi) **MANAGED FIREWALL.** CNI will provide a managed firewall to clients. CNI will manage and update the software components at CNI's sole discretion. Such devices are CNI Equipment, owned by CNI and to be returned to CNI or purchased from CNI in the event of termination of this Agreement. The management and updates for these devices will be immediately terminated in the event this Agreement is terminated. All configurations, operations, and formats implemented by CNI are the proprietary work of CNI will be removed in the event of termination.

(xii) **NETWORK SWITCHES.** CNI will provide a managed network switch to clients. CNI will manage and update the software components at CNI's sole discretion. Such devices are CNI Equipment, owned by CNI and to be returned to CNI or purchased from CNI in the event of termination of this Agreement. The management and updates for these devices will be immediately terminated in the event this Agreement is terminated. All configurations, operations, and formats implemented by CNI are the proprietary work of CNI will be removed in the event of termination.

14.3(B) ADVANCED SERVICES OFFERED – Advanced Services are components that can be added to Client's system. Advanced Services are not included in the regular Service Charges for Dental Tech, but are available to Dental Tech Clients at a discounted rate.

(i) **MICROSOFT OFFICE 365 ADMINISTRATION.** CNI will administer your account and provide you with support for your Office 365 account. Office 365 management will be paid for separately should you choose to deploy Office 365.

(ii) **SECURE E-MAIL SERVICE.** CNI provides you with an e-mail address and the ability to securely send protected information via an encrypted e-mail system.

14.3(C) ON DEMAND SERVICES. On Demand Services are available to Dental Tech Clients at a discounted rate.

(i) **SERVICE RATES.** Effective 1/1/2018, the following service rates apply:

- a. Standard service rate - \$100/hour
- b. Discounted service rate - \$90/hour
- c. After-hours service rate - \$180/hour

(ii) **ONSITE SERVICE CALLS.** "Service Call" is defined as an "add, move, or change" of the Current System. System changes, software updates, upgrades, installation of new Equipment or

configuration changes require an Onsite Service Call. This includes operating system updates, installation of any new devices or peripherals, practice management, imaging system updates, and any software or network configuration that must be done on multiple workstations.

(iii) AFTER HOURS SUPPORT. CNI provides After-Hours Support to Clients on Dental Tech plans for an additional fee, charged only when the after-hours service is requested by a client. To access the After Hours Support, call 321-259-1984. CNI reserves the right to change the times noted above. Services are billed at the after-hours service rate.

(iv) CONSULTING SERVICE. CNI provides consulting services for vendor evaluations, strategic planning services, and complex project planning and technology build outs. Such services are billed at the **discounted service rate**.

Article 15

15.0 DENTAL TECH PROJECT

15.1 EQUIPMENT INSTALLATION. During a Dental Tech Project, CNI will install various pieces of equipment. Please refer to Section 10.0 regarding Equipment Installation. Also, during a Dental Tech Project it will be necessary for our engineers to have access to the premises. Please refer to Sections 11.1 and 11.2 regarding right of entry. If you have existing equipment that you would like us to integrate onto your network, we are be able to accommodate you as long as the equipment is presented in the Order and to the lead engineer prior to the beginning of the project, and adequate time is available to accommodate your request. If you would like us to install Equipment that is not on the Order, there will be an addition Service Charge.

15.2 INSTALLATION WARRANTY. Provided that you purchase Dental Tech in conjunction with the Dental Tech Project, you receive thirty (30) days of all Core Services along with Service Calls at no additional charge.

15.3 MANUFACTURER EQUIPMENT WARRANTY. All servers, laptops, and workstations carry the manufacturer's warranty. These warranties are provided by the manufacturer and are assigned to you by CNI. CNI does not directly provide a warranty for the hardware.

15.4 CLIENT SUPPLIED EQUIPMENT. If you purchase Equipment on your own, we are capable of completing the installation. We cannot give flat rate installations on Client supplied equipment because of the incalculable involvedness related to third party equipment. Additionally, because we thoroughly test all Equipment that we sell, and have no control over Client purchased equipment, we do not provide our initial thirty (30) day installation warranty on projects with equipment not purchased through CNI. Our team will not assist with direct purchases, such as providing make, model, or specification recommendations. There may be instances when Client purchased equipment is not functional or compatible.

Article 16

16.0 TELEPHONE and INTERNET SERVICE. CNI does not directly provide telephone or internet service. CNI expressly states that it is not a provider of telephone or internet services

and disclaims any liability relating to Client's relationship with any and all third party providers. In the event CNI discusses, recommends, or introduces a Client to a third party provider, Client understands and agrees that CNI is not acting as an agent of the third party provider or a fiduciary of Client.

Article 17

17.0 LOCAL and CLOUD BACKUP TERMS AND CONDITIONS. Cloud storage (whether for server or workstation) is billed at the rate of one dollar (\$1.00) per gigabyte. We are happy to review with you what specific files that are being backed up to the cloud, and assist you with being selective about which data is backed up remotely in order to help keep costs down. It is your responsibility to timely advise us, in writing, of new additional data which needs to be included in ongoing backup obligations. We shall not be responsible for Client's failure to timely provide written notice to us of same. Likewise, to the extent that you direct us to cease all, or a portion of our backup services with respect to any software or files, we shall not be responsible, thereafter, for any loss of data which you directed us to cease/refrain from backing up. To the extent that new software/data/files are added to your system, it is your obligation to timely advise us in writing, of same, and provide written direction that we backup the new files/software/data. CNI shall not be responsible for client's failure to timely provide written notice. Client understands that CNI will make all reasonable efforts to maintain the integrity of the backup system, but understands that they are ultimately responsible for the integrity of their backup system, including but not limited to, maintaining a suitable on-site backup, checking backup logs, and other reasonable data preservation measures. Client agrees that CNI is not liable for any failure of the backup system or the Client's failure to utilize it properly.

Article 18

18.0 INDEMNIFICATION. Client agrees to defend, indemnify and hold harmless CNI, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all liabilities, losses, costs, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of any third party claim arising out of or relating to (a) the use of the Service, including but not limited to a breach of confidentiality, data, or individually identifiable health information; or (b) personal injury, death, property damage, or tort from any cause, including but not limited to claims by Client's employees, agents, tenants or invitees, arising out of this Master Agreement, to the extent of the negligence or willful misconduct of Client or its employees, agents, tenants or invitees.

Article 19

19.0 DISCLAIMER OF WARRANTY. CLIENT ASSUMES FULL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. CNI EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND ADVANTAGE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE, ADVANTAGE EQUIPMENT, EQUIPMENT, AND CNI MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CNI, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. CNI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OR LOSS OF CONTENT, DATA OR INFORMATION AT ANY TIME. ADVANTAGE DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY ADVANTAGE WILL PERFORM AT A PARTICULAR SPEED. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS MAY NOT BE SECURE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CLIENT'S OR ITS END USERS USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CLIENT'S OR END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT CNI'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CLIENT UNDER THIS AGREEMENT AND CNI DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS.

Article 20

20.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL CNI BE LIABLE TO CLIENT, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF WHETHER CNI HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CNI'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID FOR INSTALLATION OF EQUIPMENT UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM, OR IF THE SERVICE IS CONTINUING IN NATURE, THE AMOUNT SHALL NOT EXCEED THE ONE (1) MONTH OF REGULAR SERVICE CHARGES PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL CNI'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT HEREUNDER. CNI SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CLIENT-PROVIDED EQUIPMENT, FACILITIES OR SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE CHARGES WOULD BE MATERIALLY HIGHER WITHOUT THE LIABILITY LIMITATIONS CONTAINED IN THIS MASTER AGREEMENT. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS ARE REASONABLE.

Article 21

21.0 FORCE MAJEURE. Notwithstanding anything to the contrary contained herein, CNI shall have no liability due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a “Force Majeure Event”).

Article 22

22.0 REGULATORY AND LEGAL CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in government- or quasi-government-imposed charges that increases the costs or other terms of CNI’s delivery of Service to Client, or, in the event of any increase in charges applicable to any facilities used by CNI in providing the Service, Client acknowledges and agrees that CNI may pass through to Client any such increased fees or costs, but only to the extent of the actual increase, provided CNI notifies Client at least thirty (30) days in advance of the increase. In addition, if CNI determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then CNI may terminate this Master Agreement as to any or all of the Service and may terminate any affected Orders, without liability by giving Client thirty (30) days prior written notice.

22.1 This Master Agreement, its Attachments and the Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which CNI provides the Services. If any provision of this Master Agreement, its Attachments, or the Order(s) contravene or are in conflict with any such law or regulation, then the terms of this Master Agreement, its Attachments, and/or the Order(s) shall take priority over the relevant provision of such law or regulation, to the extent possible.

Article 23

23.0 ENTIRE AGREEMENT. This Master Agreement, including without limitation all Attachments and Orders hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

Article 24

24.0 ORDER OF PRECEDENCE. Each Service shall be provisioned pursuant to the terms and conditions of this Master Agreement. In the event that CNI permits a Client to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Client, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent (material or immaterial) with the terms of this Master Agreement, the terms of this Master Agreement shall control.

Article 25

25.0 MISCELLANEOUS. This Master Agreement shall be governed and construed in accordance with the laws of the State of Florida exclusively and without reference to principles of conflict of laws. Any action or claim to enforce this Master Agreement shall be held and resolved in the forum of the State of Florida. In the event that any portion of this Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Client may assign this Master Agreement, with the prior written consent of CNI, as part of a change in control or ownership of the business or the entity provided that: (a) Client is current on all payments (i.e. no balance older than thirty (30) days); and (b) the person(s) to obtain Client's rights under this Master Agreement: (i) agree(s) with CNI in writing to assume all of Client obligations under this Master Agreement; and (ii) meet(s) the creditworthiness and other preconditions that would apply at the time to a new Client under similar circumstances. If all preconditions in (a) and (b) are not met, we may treat the Master Agreement as terminated under Section 9. CNI may assign its rights and obligations under this Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Client. Client understands and agrees that, regardless of any such assignment, the rights and obligations of CNI herein may accrue to, or be fulfilled by, any affiliate, as well as by CNI and/or its subcontractors. Client may not issue a press release, public announcement or other public statements regarding this Master Agreement without CNI's prior written consent. Excluding any third party claims, claims under this Master Agreement must be initiated not later than two (2) years after the claim arose.

There are no third party beneficiaries to this Master Agreement. The Parties to this Master Agreement are independent contractors. This Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. CNI may amend, change or alter this Master Agreement. Such amendment, change or alteration shall become effective upon delivery. Upon entering into each new Order, the then current Master Agreement shall become the existing and valid Master Agreement without requiring a new signature. Client acknowledges and agrees to the then current Master Agreement upon entering into each new Order.