

## Master Service Agreement

These Terms and Conditions ("Agreement") set forth the terms of your agreement to purchase Services ("Service") provided by Cygnus Systems, Inc. ("CSI") subject to the prices, quantities, terms and conditions set forth in your Proposal ("Proposal"). As used herein, ("Customer"), ("You") and ("Your") refers to the customer.

**Property Rights.** CSI owns all rights, title and interest in CSI trade names, Service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide Service to You. Any Work Product performed for Customer shall be owned by Customer.

**THE FOLLOWING SECTIONS ON TERM AND TERMINATION AND SERVICE GUARANTEE EARLY EXIT ARE APPLICABLE ONLY IF YOU ENTER INTO A TERM AGREEMENT WITH CSI FOR PRODUCTS AND/OR SERVICES. ALL OTHER SECTIONS ARE STILL APPLICABLE**

**Term and Termination.** This Agreement will remain in full force and effect for the term as specified on the proposal beginning from the date of Customer's acceptance and will apply to all future Services or Products you purchase from CSI. At the end of Initial Term as set forth in the proposal, your Service will automatically renew for successive 12 month Terms. You may cancel any Renewal Term by sending written notice to CSI of your intent to not renew the Service at least ninety (90) days prior to the expiration of the current term (excluding Month to Month contracts). Month to Month contracts must be cancelled a minimum of 30 days in advance by sending written notice to CSI. In the event that You terminate the Service in whole or in part prior to the end of Your Service term (except as otherwise permitted in this Agreement), You will be liable for an early termination charge calculated as: One hundred (100%) percent of Your MRC for the Service multiplied by the remaining months of Your Service term. Additionally, You

will be responsible for all costs incurred by CSI in processing the Service, and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities up to the date of termination (including but not limited to any termination/cancellation charges CSI may be required to pay third parties due to the Service termination). In addition, upon early termination, if installation or NRCs were waived, those charges may be charged back to You.

**Service Guarantee Early Exit Provision.** Notwithstanding anything contrary in these Terms and Condition, You may terminate this Agreement "For Cause" prior to the expiration date of the then current term provided all of the following are met: (a) At least 30-days advanced written notice is provided to Cygnus; (b) You are fully paid-up for all charges as of the date of termination, (c) You agree to attend an in-person exit interview with Cygnus, and (d) both parties agree to a mutual waiver of claims, and (e) CSI is not able to resolve the issue during the cure period. For purposes of this provision, "For Cause" means a substantial failure of the Services or Products after the Cure Period. In the case of a term-based product subscription where CSI is obligated to a committed Term, You are responsible for the remainder of the commitment subscription.

**Notice and Cure Period.** You must provide CSI with an opportunity to address and correct any issue(s) associated with its Services or Products provided by giving CSI notice of such issue(s) within three (3) business days of first notice to you ("Notice Period"). Thereafter, CSI shall have ten (10) days ("Cure Period") to address or correct the problem to your satisfaction.

**Currentness of Software and Operating Systems.** Unless stated otherwise in the Proposal, it is Your responsibility to install and maintain operating systems and software and to ensure that said operating systems and software are current and updated as new releases come out. Furthermore, it is Your responsibility to be informed about the latest software updates and to invest Your own financial and personal resources into the maintenance of software and operating system.

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**Billing and Collection of Charges.** You will be billed by CSI for the Service, on a monthly basis, for the Monthly Recurring Charges ("MRCs"), Non-Recurring Charges ("NRCs"), and/or Hourly Services and products, as provided in the applicable Proposal, in advance. Subject to the terms of your Proposal, CSI reserves the right to adjust your rates and charges for Hourly Services. All invoices are due and payable by the invoice due date. When billing is based on customer usage or hourly services, charges will be billed weekly or monthly for the preceding billing periods, depending on the type of Service ordered. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. Billing accrues through and includes the day that the Service is discontinued. Past due balances may be charged a minimum service fee of \$35 plus 1.0% of the total outstanding amount. Accounts that are more than 30 days past due may have service discontinued for nonpayment. Accounts that have been discontinued for nonpayment are subject to a \$100 reconnection fee and all equipment in the possession of CSI may be held as collateral for your outstanding debt to CSI. If your account has been turned over by CSI for collection efforts, Customer agrees to pay reasonable costs and attorneys fee incurred by CSI.

**Billing Disputes.** ALL PAYMENTS TO CSI ARE NON-REFUNDABLE. If you dispute a term or amount on an invoice, you must do so in writing within 60 days from the invoice date. You must pay an amount equal to the part of the bill that is not in dispute.

**LIMITATION OF LIABILITY. CSI SHALL NOT BE LIABLE FOR ANY AND ALL: DIRECT OR INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF INFORMATION KEPT ON A DRIVE OWNED OR MAINTAINED BY CSI, OR LOSS OF USE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO**

**CUSTOMER FOR A BREACH OF THESE POLICIES, BREACH OF AN PROPOSAL, OR BREACH OF THE MSA BY CSI. LIABILITY, IF ANY, OF CSI, SHALL BE LIMITED TO A MAXIMUM OF THE AMOUNT INVOICED FOR ALL COMPANY SERVICES BY CSI IN THE TWELVE MONTHS PRECEDING THE EVEN GIVING RISE TO THE CLAIM. YOU AGREE THAT CSI SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO CSI'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF YOUR INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. CSI SHALL HAVE NO LIABILITY FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). CSI IS NOT LIABLE FOR ANY BREACH OF SECURITY ON YOUR NETWORK DUE TO ACTS OR OMISSIONS OTHER THAN CSI.**

**Privacy Policy.** You agree to abide by CSI's Privacy Policy, as may be amended from time to time, as found on <http://files.cygnussystems.com/Cygnus-Privacy-Policy-Ver-10.pdf> and which is incorporated by reference and made a part of this Agreement.

**Solicitation.** During the term of this Agreement, a renewal term of this agreement, and for a period of two (2) years from the voluntary or involuntary termination of this Agreement, You shall not knowingly solicit, induce, or attempt to induce any past or current customers, clients, prospects,

employees, attorney referrals, vendors and any other client, customer, or referral contacts of CSI to cease doing business in whole or in part with or through CSI.

**Applicable Law. Venue and Jurisdiction. Dispute Resolution.** This Agreement shall be subject to and governed by the laws of the State of Michigan. Any claim under this Agreement may be arbitrated in Oakland County Michigan if CSI gives advanced written consent to you to arbitrate.

**Partial Invalidity. Waiver. Conflict of Terms.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

**Statute of Limitations. YOU AGREE THAT ANY CLAIM AGAINST CSI, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, MUST BE BROUGHT WITHIN 6 MONTHS OF THE DATE GIVING RISE TO THE CLAIM.**

**Entire Agreement; Modifications.** This Agreement and your Proposal set forth the entire Agreement and understanding between the parties and merges all prior discussion between them. This Agreement may not be modified except by the written consent of both parties.