WheelHouse IT
Master Services Agreement

Hello and thank you for trusting TeKZ Group LLC d/b/a Wheelhouse IT ("Wheelhouse," "we," "us," or "our") to provide you with professional information technology services. This Master Services Agreement (this "Agreement") governs our business relationship with you, so please read this document carefully and keep a copy for your records.

SCOPE

a) Context. Throughout this Agreement, references to "Client," "you," or "your" mean the entity who has accepted a quote, proposal, order, or similar document (electronic or otherwise) from Wheelhouse. (In this Agreement we refer collectively to these type of documents as a "Quote," although the actual title(s) or caption(s) of the service-related document might vary.) This document contains an arbitration provision that requires, under most circumstances, disputes to be settled by arbitration. This document also contains important provisions regarding your payment obligations, automatic renewal of ongoing services, limitations of liability, and other significant matters; please read this document carefully before accepting a Quote.

b) Scope of Services. This is a "master" agreement and, as such, specific services are not listed in this Agreement. Instead, any services to be provided to you or facilitated for you (as applicable) by Wheelhouse will be identified in a Quote (collectively, "Services"). The scope of our engagement with you is limited to those services expressly listed in a Quote; all other services, projects, and related matters are out-of-scope and will not be provided to you unless we expressly agree to do so in writing or, in some cases, performed in good faith by Wheelhouse IT and later reasonably determined by Wheelhouse IT to be out of the scope of a Quote, or in the event of an emergency where obtaining such agreement could unduly delay the response to the event (collectively, "Out of Scope Services"). Unless otherwise agreed, Out of Scope Services are billed at Wheelhouse IT's then-applicable standard hourly rate. In addition to a Quote, the Services are also defined, clarified, and governed under an additional document that we will refer to in this Agreement as a "Services Guide." Our Services Guide is akin to a "user manual" that provides important and binding details about the Services, for example, (i) how the Services are provided/delivered, (ii) service levels applicable to the Services, (iii) additional payment terms/obligations, and (iv) auto-renewal terms for the Services. Please read both the Quote and the Services Guide before accepting the Quote. If you have any questions about either of those documents or this Agreement, please do not sign the Quote and, instead, contact us for more information.

c) Version. Each Quote will be governed under the version of this Agreement that is in place as of the "last updated" date indicated at the bottom of this document. For that reason, you should keep a copy of this document and make a note of the date indicated below when you accept a Quote.

d) Conflicts. The provisions of a Quote govern over conflicting or different terms contained in this Agreement and the Services Guide—this allows us to craft solutions to meet your needs by making applicable changes in the Quote. Conflicting language between the Services Guide and this Agreement will be interpreted in favor of the Services Guide.

e) Third Party Providers/Services. Some services may be provided to you directly by our personnel, such as situations in which our personnel install Software Agents (defined below) on managed devices or physically install equipment at your premises. These services are distinguishable from services that are provided to you or us by third party providers, who are often referred to in the industry as "upstream providers." (In this Agreement, we refer to upstream providers as "Third Party Providers" and the services that are provided by Third Party Providers are referred to as "Third Party Services"). By way of example, Third Party Services may include cloud services, help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, and the provision of software used to monitor the managed part of your network, among others.

i. Selection. As your managed information technology provider, we will select the Third Party Providers that provide services for your managed information technology environment (the "Environment") and facilitate the provision of Third Party Services to you. Not all Third Party Services will be expressly identified as being provided by a Third Party Provider, and we reserve the right to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide or facilitate under a Quote.

ii. Reseller. We are resellers and/or facilitators of the Third Party Services and do not provide those services to you directly. For this reason, we are not and cannot be responsible for any defect, omission, or failure of any Third Party Service or any failure of any Third Party Provider to provide its services to you or to us. Third Party Services are provided on an "as is" basis only. If an issue requiring remediation arises with a Third Party Service, then we will endeavor to provide a reasonable workaround or, if available, a "temporary fix" for the situation, or, when appropriate, coordinate with the Third

Party Provider to resolve the issue; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third Party Services will run in an uninterrupted or error-free manner.

iii. Pass Through Increases. We reserve the right to pass through to you any increases in the costs and/or fees charged by Third Party Providers for the Third Party Services ("Pass Through Increases"). Since we do not control Third Party Providers, we cannot predict whether such price increases will occur, however, should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.

f) Services Use Restrictions.

i. Client shall not use the Services, which includes any Wheelhouse -owned or licensed software and their documentation ("WHIT Software"), for any purposes beyond the scope of this Agreement. Client, including its and its affiliates, employees, contractors, officers, directors, managers and agents, shall not at any time, directly or indirectly, and shall not permit, encourage or facilitate any other person to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

ii. We grant you a limited license to use WHIT Software, during the term of this Agreement, solely to the extent permitted in the Services Guide and as identified in a Quote.

IMPLEMENTATION

a) Advice; Instructions. From time to time, we may offer you specific advice and directions related to the Services ("advice" or to "advise"). For example, our advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, adding security services or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our reasonable discretion, your failure to follow our advice makes part or all of the Services economically or technically unreasonable or impracticable to provide or facilitate, then we may terminate the applicable Services For Cause (explained below) by providing notice of termination to you or, alternatively, we may adjust the scope of the Quote to exclude any impacted or affected portion of the Environment. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements (defined below), are Out of Scope Services.

a) Co-Management. In co-managed situations (e.g., where you have designated other vendors or personnel, referred to as "Co-Managed Providers," to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient and effective manner; however, we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions.

b) Prioritization. All Services will be implemented and/or facilitated (as applicable) on a schedule, and in a prioritized manner, as we determine reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates we state to you depending on the Services being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.

c) Advice as to Modifications. To avoid a delay or negative impact on the Services, we advise that you and your Co-Managed Providers refrain from modifying or moving the Environment, or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those in which we are co-managing an Environment with your Co-Managed Provider as described above), we will not be responsible for changes to the Environment that are not authorized by us or any issues or errors that arise from those changes.

b) Third Party Support. If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor, OEM or Third Party Providers (as applicable) on your behalf and invoice you for all fees and costs charged by the provider involved in that process ("OEM Fees"). If OEM Fees are anticipated in advance, we will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM Fees will resolve any particular problem or issue, it being understood that the resolution process can sometimes require the payment of OEM Fees to narrow (or potentially eliminate) potential issues.

c) Authorized Contact(s). We will be entitled to rely on any directions or consent provided by your personnel or representatives who you designate to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. In any event, we may treat as an Authorized Contact, and rely on direction from, any person at Client's company with a title of "CEO", "President", "Chief Information Officer", "Chief Technology Officer." We will be entitled to rely upon directions and guidance from your Authorized Contact until you change the Authorized Contact in the applicable section of our customer portal, which will be effective the next business day. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Authorized Contact. We reserve the right but not the obligation to delay the Services until we can confirm the Authorized Contact's authority within your organization.

d) Access. You hereby grant to us and our designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or those providers, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more Software Agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Wheelhouse or applicable Third Party Providers to provide the Services to you. Proper and safe environmental conditions must be always provided and assured by you. Wheelhouse shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

e) Ongoing Requirements. Everything in the Environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. We require certain minimum Environment (including hardware or software) requirements updated from time to time at [URL] and as may be stated in the Services Guide ("Minimum Requirements"), which you agree to implement and maintain as an ongoing requirement of us providing the Services to you.

b) Response. Our response to issues and service levels relating to the Services will be handled in accordance with the provisions of the Quote or, if applicable, Services Guide. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Commencement Exception (defined below), or (ii) periods of delay caused by Scheduled Down Time, Client-Side Downtime, Vendor-Side Downtime (all defined below), or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event (defined below).

i. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 9:00 PM Eastern Time, Monday through Friday (other than federal, state, or Wheelhouse-designated holidays) without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii. Client-Side Downtime. We 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, or by your Co-Managed Provider's acts or omissions ("Client-Side Downtime"). Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).

iii. Vendor-Side Downtime. We 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 Third Party Providers, third party licensors, or "upstream" service or product vendors.

iv. Commencement Exception. You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the "Commencement Exception").

f) Software Agents. Certain services may require the installation of software agents in the Environment ("Software Agents"). You consent to such installation and agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

FEES; PAYMENT

a) Fees. You agree to pay the fees, costs, and expenses charged by us for the Services in accordance with the amounts,

methods, restrictions, and schedules described in each Quote and the Services Guide ("Fees"). In addition to the Fees, you are responsible for any miscellaneous costs and expenses (that we incur in providing or facilitating the Services to you ("Miscellaneous Expenses"). Miscellaneous Expenses will generally appear as a line item entry on your invoice(s) and may include, for example, small device purchases (such as a UPS), delivery/postal/courier costs, data migration tools, and registration/service initiation fees charged by Third Party Providers. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption on a yearly basis. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

b) Nonpayment. Fees that remain unpaid for more than fifteen (15) days when due will be subject to interest on the unpaid amount(s) from the due date 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. We reserve the right, but not the obligation, upon providing you with no less than after thirty (30) days notice, to suspend and/or terminate part or all of the Services in the event that any portion of undisputed fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to invoiced amounts must be in good faith and received by us within sixty (60) days after the applicable Service is rendered; otherwise, the fees shall be deemed accepted by you as true and correct and you waive your right to dispute the Fees thereafter. We reserve the right to charge a reasonable reconnect fee (of no more than 10% of your monthly recurring fees) if we suspend the Services due to your nonpayment.

c) Minimum Monthly Quantities. The initial quantities indicated in a Quote for recurring Services are the minimum monthly quantities ("MMQ") that will be charged to you during the term. You agree that the quantities ordered by you under the Quote will not drop below the MMQ regardless of the number of users or devices to which the Services are directed or applied, unless waived by Wheelhouse IT or you pay an Early Termination Fee (discussed below) with respect to the quantities below the MMQ. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

d) Increases. We reserve the right to increase our monthly recurring fees by reflecting the increase on your monthly invoices ("Increases"); provided, however, if a single increase in a calendar year or all such increases, in the aggregate, in a calendar year is/are more than the greater of the CPI Increase or five percent (5%) of the fees charged for the same Services in the prior calendar year ("Termination Threshold"), then you will be provided with a sixty (60) day opportunity to terminate the Services by providing us with written notice of termination ("Termination Option Period"). If you timely terminate the Services during the Termination Option Period, you will be responsible for the payment of all fees that accrue up to the termination date and all non-mitigatable expenses that we incur before or after through the date of termination (such as "per seat licensing costs", as discussed below). Your continued acceptance or use of the Services after the Termination Option Period will indicate your acceptance of the increased fees. Pass Through Increases (described in the "Scope" section, above) are independent of any increases to our monthly recurring fees and will not be included in the calculation of the Termination Threshold. "CPI Increase" means, calculated as of each anniversary of each Quote, the twelve-month increase calculated in the Consumer Price Index for All Urban consumers, All Items, for the US City Average, as published by the Bureau of Labor Statistics of the US Department of Labor, using the years 1982-84 as the base of 100.

e) Schedule of Payments. We require automatic payment for all invoiced amounts via ACH processed through our third party payment processor and you agree to accept such payment processor's terms and conditions as presented through our customer portal and maintain accurate account information with such payment processor. You authorize us, or our agents, to electronically debit your designated checking or savings account for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you, provided that you provide alternative authorizations acceptable to us. We will apply a $20.00 service charge (or the maximum amount permitted by law, whichever is less) to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.

f) Expenses. Any costs or expenses that we incur while providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages ("State of Emergency") will be invoiced and payable by you. By way of example, such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide the Services to you.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

a) Hardware / Software Purchases. All equipment, machines, hardware, software, peripherals, or accessories purchased through Wheelhouse ("Third Party Products") are generally nonrefundable once the item is ordered from Wheel-

house's third party provider or reseller. If you desire to return a Third Party Product, then the third party provider's or reseller's return policies will apply. We do not guarantee that Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and you agree to be responsible for paying all re-stocking or return-related fees charged by the third party provider or reseller, subject to such limitations imposed by your state's laws. We 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, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. You will be responsible for all fees and costs (if any) charged for warranty-related service. All Third Party Products are pro¬vided "as is" and without any warranty whatsoever as between Wheelhouse and you (including but not limited to implied warranties).

b) Liability Limitations. This paragraph limits the liabilities arising from the Services and is a bargained-for and material part of our business relationship with you. You acknowledge and agree that Wheelhouse would not provide any Services, or enter into any Quote or this Agreement, unless Wheelhouse could rely on the limitations described in this paragraph. In no event will either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees and expenses due and owing to Wheelhouse), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, the Services Guide, any Quote, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement, the Services Guide or any Quote, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below), fees due and payable to us, your indemnification obligations, and any amounts due and payable pursuant to the No-Poaching provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the greater of the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Wheelhouse 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, or $10,000. The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that such limitations are prohibited under applicable law, including by way of example, to the extent the applicable law prohibits limitations on Claims caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims. Under no circumstances shall Wheelhouse have any liability for any claims or causes of action arising from or related to Out of Scope Services.

c) Waiver of Liability for Admin/Root Access. We strongly advise you to refrain from providing administrative (or "root") access to the Environment or any portion of the Environment (such as administrative rights to Microsoft Azure or M365) to any party other than Wheelhouse, as such access by any person other than an Wheelhouse employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non-Wheelhouse personnel (i.e., non-Wheelhouse employees, Co-Managed Providers, etc.) with administrative or root access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by Wheelhouse. Wheelhouse's business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by Wheelhouse.

d) Waiver of Liability for Legacy Devices. As used herein, "Legacy Device" means a piece of equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or that the original manufacturer no longer supports in a commercially appropriate manner. Legacy Devices may cause vulnerabilities in your network, or they may fail from time to time or cause other parts or processes of the Environment to operate improperly or (in some cases) fail. If a Legacy Device must remain in the Environment, or if we agree to allow a Legacy Device to operate within the Environment, or if you decline to promptly replace a Legacy Device when we request you to do so, then you under-

stand and agree that (i) neither we nor any Third Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of the Legacy Device in the Environment, and (ii) we and our Third Party Providers will be held harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of the Legacy Device in the Environment. We strongly advise you to review your company's insurance policies to determine the extent to which the existence of Legacy Devices in the Environment would create an exclusion of insurance coverage in the event of a security-related incident.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

Please note: This section contains important provisions relating to the automatic renewal of managed services; please review this section, as well as the terms of your Quote, carefully. There are several dates of which you should be aware, including the effective/termination dates of this Agreement and the effective/termination dates of the Services under a Quote. Each Quote will have its own term and will be terminated only as provided in this Agreement or as provided in the Quote or Services Guide.

a) This Agreement. This Agreement applies to all Services and is effective as of the date on which we provide a Service to you or on the date on which you accept a Quote, whichever is earlier ("Effective Date"). This Agreement will terminate automatically (i) if you or we terminate this Agreement For Cause (described below), or (ii) once all Quotes have expired or otherwise terminated, whichever is sooner. Upon the termination of this Agreement or Services under a Quote, all Services related thereto will immediately and permanently cease; however, the termination of this Agreement or Services under a Quote shall not change or eliminate any fees that accrued and/or were payable to us prior to the date of termination, all of which shall be paid by you. Please note, this Agreement shall not be terminated by either party without cause if Services are in progress under a Quote.

b) Term. The term of the Services will be as indicated in the applicable Quote and Services Guide. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. Please note, unless otherwise expressly stated in the Quote, the Services in each Quote automatically renew (please see "Auto-Renewal" section below).

c) Termination Without Cause. Unless otherwise indicated in the Quote or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Quote without cause prior to the Quote's natural (i.e., specified) expiration or termination date. (By way of example: If a Quote provides for an annual service, then the Services under that Quote cannot be terminated without cause prior to the expiration of one year). If you terminate the Services under a Quote without cause and without Wheelhouse's consent, then you agree to be responsible for paying the termination fee described in the "Termination for Cause" section, below.

d) Non-Performance Meetings. We shall perform the Services set forth in any Quote in a commercially appropriate and professional manner, and otherwise in such manner required by this Agreement and the Services Guide (the "Standards"). If at any time during the term of the applicable Quote, Client reasonably determines that we are not achieving the Standards, Customer may call a meeting ("Non-Performance Meeting") to be scheduled within ten (10) business days of the request for such a meeting.

i) At or prior to the Non-Performance Meeting, Client will provide a written list of the specific instances and circumstances surrounding our failures to perform the Services in accordance with the Standards (this may include specific tasks, time to respond or repair, or professionalism), and Client shall provide a written detail and measure of Client's expectations in these areas consistent with the Standards (the "Customer Expectations").

ii) Client and Wheelhouse shall discuss the Customer Expectations to obtain a mutually agreeable resolution. However, such a resolution shall not be required when Wheelhouse can reasonably demonstrate that the Services are being provided in in accordance with the Standards.

iii) If applicable, Client and Wheelhouse shall agree upon a mutually acceptable time period for the resolution to be implemented, which shall be a commercially reasonable time to accomplish such resolution. At the end of this time period, both parties will have a second meeting to discuss the resolution.

iv) After the mutually agreed upon time period, if Wheelhouse has not materially cured all the deficiencies stated in the agreed resolution, such that and material Services applicable to the deficiencies continue to constitute a material breach of the Standards, Client may during the following thirty (30) days terminate the applicable Service Attachment for Cause by providing thirty (30) days prior written notice.

e) Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Services Guide, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) if the Defaulting Party is Wheelhouse IT with respect to matters that are the subject of Non-Performance Meetings as detailed in subsection (d) above, then Client may terminate as permitted in subsection (d)(iv) above, and (ii) in all other circumstances, if the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and the Defaulting Party has not cured the default within thirty (30) days (fifteen (15) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party.

i) Remedies for Early Termination. If Wheelhouse terminates this Agreement or any Quote For Cause, or if you terminate or reduce quantities of any Services under a Quote below the MMQ without cause prior to such Quote's expiration date, then Wheelhouse shall be entitled to receive, and you hereby agree to pay to us, all amounts due for the terminated quantity of Services (but not less than the MMQ quantity) that would be due for a period of three (3) months or the remainder of the then current term of the terminated Quote, whichever is less ("Termination Fee"). If you terminate this Agreement or a Quote For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination, and all "Per Seat" Licensing Fees when required by subsection (f) below).

ii) Service Tickets. Given the vast number of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). We cannot and do not guarantee that such Conflicts will not occur, and you understand and agree that the number of service tickets submitted by you is not, by itself, an indication of default by Wheelhouse and, for avoidance of doubt, any default by Wheelhouse related to service tickets is subject to resolution through Non-Performance Meetings.

f) "Per Seat" Licensing Fees. The Services may require us to purchase certain per seat or per device ("per seat") licenses from Third Party Providers (such as, for example, from Microsoft which sells per seat or device licenses under its "New Commerce Experience" licensing model). Unless otherwise expressly stated in a Quote, per seat and per device licenses cannot be canceled once they are purchased and cannot be transferred to any other customer including upon any termination of this Agreement or the relevant Quote. If we purchase per seat licenses for you, then those licenses may require a definite term—such as a one (1) or three (3) year term—which may be paid annually or monthly but, in all cases, must be paid in full by you. For that reason, you understand and agree that regardless of the reason for termination of the Services, you are required to pay for all applicable per seat licenses in full for the entire term of those licenses. Provided that you have paid for those licenses in full, you will be permitted to use the licenses until they expire, even if you move to a different managed service provider.

g) Client Activity as a Basis for Termination. If you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you and the activity does not cease after we provide ten (10) days prior written notice of the issue(s) to you, then in addition to Wheelhouse's other rights under this Agreement, Wheelhouse will have the right to terminate this Agreement or the applicable Quote For Cause.

h) Consent. You and we may mutually consent, in writing, to terminate a Quote or this Agreement at any time.

i) Auto-Renewal. Unless otherwise expressly stated in the Quote, the term of any Service that is provided to you on an ongoing and recurring basis (a "Managed Service") will, unless terminated earlier as per this Agreement, automatically renew for contiguous terms equal to the initial term of the Managed Service unless either party notifies the other of its intention to not renew the Managed Service no less than thirty (30) days before the end of the then-current Managed Service term. For the purposes of clarity, the term of non-Managed Services (such as one-time projects, break/fix assignments, temporary, non-recurring services, etc.) are not subject to auto-renewal. Cancellations by you pursuant to this paragraph

will only be considered when notification is sent to cancel@wheelhouseit.com. Any other form of notification to our representatives is not considered an acceptable form of cancellation notification.

j)

k) Equipment / Software Removal. Upon termination of this Agreement or applicable Quote for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Wheelhouse Equipment is located to enable us to remove all Wheelhouse Equipment from the premises. If you fail or refuse to grant Wheelhouse access as described herein, or if any of the Wheelhouse Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Wheelhouse-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items or, if greater, the fee charged by a Third Party Provider due to the failure to return such equipment.

l) Transition; Deletion of Data. If you request our assistance to transition away from our services ("Transition Services"), such Transition Services may be included in your Services prior to termination; please refer to the Services Guide for more details. After termination, we will provide Transition Services only if (i) all fees due and owing to us are paid to us in full prior to Wheelhouse providing its assistance to you,(ii) your acceptance of Transition Services after termination of this Agreement will be subject to our then-standard Master Services Agreement, and (iii) you agree to pay our then-current hourly rate for such assistance, documented as a Quote, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are Transition Services, and are subject to the preceding requirements. Unless otherwise expressly stated herein or in a Quote or Services Guide or prohibited by applicable law, we will have no obligation to store or maintain any Client data in our possession or control following the termination of this Agreement or the applicable Services. If you transition away from our Services, we strongly suggest that you overlap the services provided by your incoming vendor with our Services to avoid any disruption or "gaps" in service.

CONFIDENTIALITY

a) Defined. For the purposes of this Agreement, Confidential Information means all non-public information provided by one party ("Discloser") to the other party ("Recipient"), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient 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. The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.

c) Due Care. The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it 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.

d) Compelled Disclosure. If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, that Recipient will immediately notify the Discloser in writing of such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive the Recipient's compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser's expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.

e) Additional NDA. In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an "NDA") for the protection of a third party's Confidential Information. In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information. If in the normal provision of the Services we are in receipt of or otherwise have access to personal health information (as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), we will be your business associate as that term is defined under HIPAA and the terms of the Business Associate located at https://www.wheelhouseit.com/business-associate-agreement/ , will apply to such Services. If we are required to comply with a business as-

sociate agreement, then you must provide us notice of the locations and applications in your Environment where you store protected health information, and the nature and quantity of such information. You agree not to disclose protected health information to us through informal means, such as through our help desk or email.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Quote, or a Services Guide conveys or grants any ownership rights or goodwill in one party's Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you, and your use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to you by us, and (iv) any applicable End User Agreements (defined below); no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied, with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for undisputed collections actions to recover fees due to us and to enforce an arbitration award ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including claims for equitable relief and the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. There is no jury involved in arbitration, and by agreeing to arbitrate you are agreeing to waive any right you may have to a trial by a jury. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our main Florida office, then by any arbitration forum as determined by us, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration or any litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

a) Changes to Services Guide. The Services we provide and/or facilitate may be further described and governed under our Services Guide (described above). We reserve the right, and you hereby agree that we are permitted, to modify our Services Guide (and the Services themselves) from time to time, in our discretion, to accommodate changes in the industry and relevant services required under a Quote. You will be notified of any changes that materially and negatively impact the Services by email.

b) End User Agreements. Portions of the Services may require you to accept the terms of one or more third party end user license agreements (EULAs), third party customer agreements, and/or third party subscription agreements (collectively, "End User Agreements"). If the acceptance of an End User Agreement is required for you to receive any Services, then you hereby grant us permission to accept the applicable agreement(s) on your behalf. If we identify that an End User Agreement deviates materially from industry-standards (i.e., contains terms that are different than those generally offered by similarly situated companies to end users on an industry-wide basis), then we will bring that situation to your attention. End User Agreements 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 all applicable End User Agreements. If, while providing the Services, you or we are required to comply with an End User Agreement and that agreement is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure your and our continued compliance with the terms of the applicable End User Agreement. (By way of example, if the Services include Microsoft services, Client agrees to the Microsoft Customer Agreement found at https://www.microsoft.com/licensing/docs/customeragreement and all other policies, terms and agreements referenced therein, which are generally available on Microsoft's website at: http://www.microsoftvolumelicensing.com/.)

c) Unknown Devices. You hereby represent and warrant that we are authorized to access 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 Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices managed under a Quote will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. Other than through a "guest" network approved or configured by us, you are strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices"). Even if subject to a managed service plan, Unknown Devices always pose more management costs and increased risk for breaches of your Environment. We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

d) Equipment. The information on equipment returned to us at the end of the Services will be deleted; however, we cannot and do not guarantee that deleted information will be rendered irrecoverable under all circumstances. For that reason, we strongly recommend that you permanently delete any personal, confidential, and/or highly sensitive information from such equipment before returning that equipment to us.

e) Compliance; No Legal Advice. Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring you into full regulatory compliance with any rule, regulation, or requirement that may be applicable to your business or operations. Depending on the Services provided, the Services may aid your efforts to fulfill regulatory compliance; however, unless otherwise explicitly stated in the Quote, you are solely responsible for your specific compliance requirements, and the Services are not (and shall not be used as) a compliance solution. Neither the results of any Service nor any proposed or suggested remediation, action, or response plan ("Plan") are legal advice and shall not be construed as such. Client is responsible for obtaining its own legal representation related to any of Client's industry, regulatory, and/or statutory-related requirements ("Applicable Laws"). Client is advised to consult its own legal resources before relying on any advice or recommendations made by Wheelhouse that pertain to or impact Applicable Laws. Client understands that its approval of each Plan will be based on the status of the applicable rules/laws in place at the time that the Plan is delivered, and that the Client is responsible for ensuring the Plan remains adequate when there are changes to the status or content of any Applicable Laws.

f) Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.

g) No Fiduciary. The scope of our relationship with you is limited to the specific Services provided to you; no other relationship, fiduciary or otherwise, exists or will exist between us. If, by operation of law, a fiduciary relationship is imposed or presumed, you hereby waive that relationship and any fiduciary obligations thereunder.

h) Virtual Security. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that any security-related product or solution implemented or facilitated by us will be capable of being detecting, avoiding, quarantining or removing all intrusions, malicious code, spyware, malware, etc., or that any data deleted, corrupted, or encrypted by any of the foregoing ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is an Out of Scope Service. Moreover, unless expressly stated in a Quote or Services Guide, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyber-attacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario.

i) Physical Security. We advise you to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures should include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire

detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

j) Updates. Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any device or software that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

k) No Poaching. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of two (2) years following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars ($100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.

l) Collections. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

m) Assignment. Neither this Agreement nor any Quote 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, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that the assignee expressly assumes our obligations hereunder.

n) Amendment. This Agreement and any Quote may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is initiated by us, and that specifically refers to this Agreement or the Quote being amended and is affirmatively accepted in writing (email or electronic signature is acceptable) by you.

o) Time Limitations. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service (except for issues of nonpayment by you) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

p) Severability. If any provision in this Agreement, any Quote, or the Services Guide is declared invalid by an arbitrator or court of competent jurisdiction (solely to the extent arbitration of such matter is not required by this Agreement), 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 will be valid and enforceable to the fullest extent permitted by applicable law.

q) Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

r) 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.

s) Merger. This Agreement coupled with the Quote and the Services Guide sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by

this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements unless they are explicitly set forth in this Agreement or in a Quote or Services Guide. Our marketing materials, including those that are located at our website, are provided to you for illustrative or educational purposes only and are not intended (and will not be interpreted as) creating additional duties, requirements, service levels, or promises or guarantees of specific services or specific service results.

t) Force Majeure. Neither party will be liable to the other party for delays or failures to perform its obligations (other than payment obligations) because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, epidemic, pandemic, 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, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

u) Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

v) Governing Law; Venue. This Agreement will be governed by, and construed according to, the laws of the state of Florida. You hereby irrevocably consent to the exclusive jurisdiction and venue of Broward County, Florida, solely for all non-arbitrable claims and causes of action with us that arise from or relate to this Agreement.

w) 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.

x) 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, or supplement in any manner the terms of this Agreement.

y) Notices; Writing Requirement. Where notice is required to be provided to a party under this Agreement, such notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) business day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) business day after notice is delivered by email. Notice sent by email will be sufficient only if the message is sent to the last known email address of the Customer's Authorized Contact, if to the Client, and legal@wheelhouseit.com if to Wheelhouse IT or such other email address that is expressly designated by the recipient for the receipt of legal notices. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.

z) Independent Contractor. Wheelhouse is an independent contractor, and is not your employer, employee, partner, or affiliate.

aa) Contractors. Should we elect to use contractors to provide onsite services to you (such as the installation of equipment or the installation of software on local devices), we will guarantee that work as if we performed that work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are resold to you and, therefore, are not contracted or subcontracted services; and Third Party Providers are not our contractors or subcontractors.

bb) Data & Service Access. Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

cc) Critical Vendor Status. In the event that you declare bankruptcy, or there is an assignment for the benefit of creditors, then you agree that we are a "critical vendor" and you will take all steps necessary to have us designated as a "critical vendor" entitled to payment and all other statuses and priorities afforded to any of your other critical vendors.

dd) Counterparts. The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

BUSINESS ASSOCIATE ADDENDUM

The following provisions in this addendum ("BA Addendum") shall apply if Wheelhouse accesses, views, or assists in the storage or communication of, Client's emails, documents, business plans, internal business communications, and related materials that are comprised of, or contain, PHI, ePHI, and/or other related private information. In this Addendum. Wheelhouse shall be referred to as the "Business Associate," and Client shall be referred to as the "Covered Entity."

1. Definitions.

(a) The following terms shall have the same meaning as those terms are defined by HIPAA: Administrative Safeguards, Breach, Breach Notification Rule, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Enforcement Rule, Individual, Information, Marketing, Minimum Necessary, Physical Safeguards, Privacy Rule, Protected Health Information ("PHI"), Required by Law, Secretary, Security, Security Incident, Security Rule, Subcontractor, Technical Safeguards, Unsecured Protected Health Information, Use, and Workforce Member.

(b) The terms "Personal Information" shall have the same meaning as those terms are defined by the Florida Data Privacy Laws; and "Breach of Security" (referred to as "Security Breach" in this Agreement) shall have the same meaning as those terms are defined by the Florida Data Privacy Laws.

(c) The term "Florida Data Privacy Laws" shall mean those relevant provisions of Florida's data privacy-related laws set forth at Fl. Stat. § 501.171 and related sections.

(d) The terms "HIPAA" or "Privacy Laws" shall mean, collectively, the (i) provisions of Title II of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including, without limitation, the Privacy Rule and Security Rule, (ii) the provisions of the Health Information Technology for Economic and Clinical Health Act, which is a part of the American Recovery and Reinvestment Act of 2009, and (iii) the Florida Data Privacy Laws, each as updated, amended or supplemented from time to time.

(e) The term "Protected Information" shall mean, for the purposes of this BA Addendum, any or all of Protected Health Information and Personal Information.

(f) The term "Report" shall include the following information, submitted within ten (10) business days of the date on which the Business Associate knew of a Successful Security Incident or Breach, or as required for an Accounting as described below:

- Identification of each Individual whose Protected Information has been, or is reasonably believed to have been, affected;
- Description of what happened, including the date of the improper Use or Disclosure, Security Incident, Breach of Unsecured PHI, or Security Breach of Personal Information and the date of its discovery;
- Who Received the Protected Information;
- Description of the Protected Information involved;
- Description of Business Associate's and its Subcontractors' investigation and responses;
- Actions taken by Business Associate and its Subcontractors to prevent any further incidents;
- Actions taken by Business Associate and its Subcontractors to mitigate any deleterious effects; and,
- Additional information as requested by the Covered Entity.

2. Obligations of Business Associate.

(a) Permitted Uses. Business Associate may use or disclose PHI on behalf of, or provide services to, Covered Entity pursuant to the Agreement or as Required by Law. Except for the specific uses and disclosures set forth in this Section 2, Business Associate may not use or disclose Protected Information in a manner that would violate the Privacy Laws if done by Covered Entity.

(b) Permitted Disclosures. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Laws if disclosed by Covered Entity, except that Business Associate may disclose Protected Information: (i) in a manner permitted pursuant to this BA Addendum; (ii) for the proper management and administration of Business Associate, if such disclosure is allowable under the Privacy Laws; (iii) as Required by Law; (iv) with the express written permission of Covered Entity, for Data Aggregation purposes for the Health Care Operations of Covered Entity, or (v) to report violations of law to appropriate federal or state authorities. To the extent that Business Associate discloses Protected Information to a Subcontractor, Business Associate will obtain, prior to making any such disclosure: (i) reasonable assurances from such Subcontractor that such Protected Information will be held confidential and only disclosed as required by law or for the purposes for which it was disclosed to such Subcontractor. Business Associate shall require timely and accurate reporting by such Subcontractor (or any third party to whom an authorized disclosure is made as provided above) of any breaches of confidentiality of the Protected Information, such that Business Associate can satisfy its obligations herein.

(c) Appropriate Safeguards. Business Associate will implement and maintain appropriate safeguards to protect the confidentiality, integrity and availability of Protected Information that it accesses, receives, maintains, stores, processes or transmits on behalf of Covered Entity, as required by the Security Rule.

(d) Reporting of Improper Uses or Disclosures, Security Incidents and Breaches.

(i) Breach and Other Privacy Rule Violations. Business Associate shall Report to Covered Entity any use or disclosure of Protected Information not permitted by this BA Addendum or that is in violation of any provision of Privacy Laws or Security Rule within ten (10) business days after the date on which Business Associate learns of such occurrence.

(ii) Security Incidents. Business Associate shall Report all Security Incidents and Security Breaches to Covered Entity, in accordance with the Security Rule.

(e) Business Associate's Subcontractors. If Business Associate uses one or more Subcontractors to provide services under the Agreement, and such Subcontractors have the same or greater likelihood to receive or have access to Protected Information as the Business Associate, each Subcontractor shall sign an agreement with Business Associate containing substantially the same provisions as this BA Addendum.

(f) Resold Services. Certain services provided under the Agreement may be provided to Covered Entity directly by one or more third parties over which Business Associate has no control ("Resold Services"). To the extent that such third parties have access to, store, view, or assist in the storage or communication of Protected Information, the applicable third parties will be responsible for their own compliance with the Privacy Laws. Business Associate shall not be responsible for the actions or omissions of third parties or such third parties' compliance with the Privacy Laws while providing the Resold Services to Covered Entity.

(g) Access to PHI. Business Associate shall make PHI maintained by Business Associate or its Subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) business days of a request by Covered Entity.

(h) Amendment of PHI. The Services to be provided by Business Associate under the Agreement do not require the Business Associate to maintain Protected Information for any purpose pertaining to the health care needs of any individual, but solely to maintain certain records as part of the Services. It is not, therefore, anticipated that Business Associate will receive a request from Covered Entity for an amendment of PHI. Should an unusual situation cause Covered Entity to make such a request of Business Associate, then Business Associate and its Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule. If any individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate must make a Report to Covered Entity. Any decision to deny the amendment of PHI maintained by Business Associate or its Subcontractors shall be the responsibility of Covered Entity, and Business Associate and its Subcontractors shall not interfere with implementation of Covered Entity's decision to approve or deny such amendment.

(i) Accounting Rights. The Services to be provided by Business Associate under the Agreement do not require the Business Associate to maintain Protected Information for any purpose pertaining to the health care needs of any individual, but solely to maintain records as part of the Services. It is not, therefore, anticipated that Business Associate will receive a request from Covered Entity for an accounting of disclosures of Protected Information. The Reports of all Security Breaches described above shall be sufficient, absent unusual circumstances, to enable Covered Entity to fulfill its obligations under the Privacy Rule. Further, to enable Covered Entity to comply with Applicable Law, Business Associate shall provide a Report to Covered Entity of disclosures: (a) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (b) to law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). In the event that the request for an accounting is delivered directly to Business Associate or its Subcontractors, Business Associate shall Report the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested, and Business Associate and its Subcontractors shall not interfere with implementation of Covered Entity's method of preparing such accounting.

(j) Restrictions and Confidential Communications. The Services to be provided by Business Associate under the Agreement do not require the Business Associate to maintain Protected Information for any purpose pertaining to the health care needs of any individual, but solely to maintain records as part of the Services. It is not, therefore, anticipated that Business Associate will receive a request from Covered Entity or an Individual to restrict the Protected Information of such Individual. Nevertheless, to facilitate Covered Entity's compliance with the Privacy Laws, within ten (10) business days of notice by Covered Entity of a restriction upon uses or disclosures or request for confidential communications, Business Associate and its Subcontractors will restrict the use or disclosure of an individual's Protected Information. Business Associate and its Subcontractors will not respond directly to an Individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Business Associate

and its Subcontractors will refer such requests to the Covered Entity immediately so that the Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

(k) Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

(l) Minimum Necessary. Business Associate (and its Subcontractors, if any) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the Agreement, in accordance with the Minimum Necessary requirements of the Privacy Rule.

(m) Data Ownership. Business Associate acknowledges that it has no ownership rights with respect to the Protected Information.

(n) Audits, Inspection and Enforcement. Within ten (10) business days of a written request by Covered Entity, Business Associate shall, and shall require its Subcontractors to, make available to Covered Entity for inspection and copying any PHI that Business Associate or Subcontractor created or received for or from Covered Entity and that is in Business Associate's or Subcontractor's custody or control, and shall provide such access and information concerning its facilities, procedures and systems so that the Covered Entity may meet its obligations under the Privacy Laws.

(o) Restrictions and Confidential Communications. Within ten (10) business days of notice by Covered Entity of a restriction upon uses or disclosures or request for confidential communications, Business Associate will restrict the use or disclosure of an individual's Protected Information. Business Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information and will refer such requests to the Covered Entity so that the Covered Entity can coordinate and prepare a timely response to the requesting individual and provide direction to Business Associate.

(p) Safeguards During Transmission. Business Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to Covered Entity by Business Associate pursuant to the Agreement, in accordance with the standards and requirements of the Privacy Laws, until such Protected Information is received by Covered Entity.

3. Obligations of Covered Entity. In accordance with the terms of the Agreement, Covered Entity and Business Associate shall be mutually responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to Business Associate pursuant to the Agreement and in accordance with the standards and requirements of the Privacy Laws.

4. Term and Termination.

(a) Term. This BA Addendum shall be effective as of the Effective Date of the Agreement and shall continue in effect until terminated as provided by this BA Addendum or upon termination or expiration of the Agreement, whichever is earlier, unless a longer period is required by applicable law.

(b) Material Breach. Upon Covered Entity's knowledge of a material breach of this BA Addendum by Business Associate, Covered Entity shall either provide an opportunity for Business Associate to cure the breach upon mutually agreeable terms or immediately terminate this BA Addendum and, only if such breach renders the services under the Agreement useless or obsolete, the Agreement as well.

(c) Judicial or Administrative Proceedings. Either party may terminate this BA Addendum, effective immediately, if the other party is named as a defendant in a criminal proceeding for a violation of the Privacy Laws or other security or privacy laws.

(d) Effect of Termination. Upon termination of this BA Addendum for any reason, Business Associate shall return or destroy all Protected Information that Business Associate or its Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Business Associate elects to destroy the Protected Information, Business Associate shall notify Covered Entity of such election and certify in writing to Covered Entity that such Protected Information has been destroyed in accordance with applicable law and any other instructions provided by Covered Entity. If Business Associate is unable to locate Covered Entity, or Covered Entity does not timely respond to Business Associate's communications regarding the return or destruction of the Protected Information, or Covered Entity does not accept the return of the Protected Information, Business Associate shall be permitted to destroy all copies of the Protected Information in its custody or control within twenty (20) days thereafter.

5. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, subcontractors, workforce members, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and

reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, Subcontractors, workforce members, affiliates, agents, and representatives in connection with Business Associate's performance under this BA Addendum.

6. Miscellaneous.

(a) Injunctive Relief. Covered Entity shall have the right to injunctive and other equitable and legal relief against Business Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this BA Addendum or applicable law.

(b) Limitation of Liability. Except with respect to gross negligence, willful misconduct, or fraud by Business Associate, the limitation of Business Associate's liability to Covered Entity for breach of this BA Addendum shall be the same as set forth in the Agreement.

(c) Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Addendum may be required to provide for procedures to ensure compliance with such developments. The parties agree to take such action as is necessary to implement the standards and requirements of the Privacy Laws and other applicable laws relating to the security or privacy of Protected Information.

(d) Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors or employees assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity to respond to litigation or administrative proceedings, at Covered Entity's cost.

(e) No Third Party Beneficiaries. Nothing in this BA Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, Subcontractors, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) Interpretation and Order of Precedence. The provisions of this BA Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BA Addendum. This BA Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Laws. The parties agree that any ambiguity in this BA Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy Laws.