ACCENTLOGIC
MASTER SERVICES AGREEMENT

Published at www.accentlogic.com/legal

Effective and last updated May 1, 2026

This Master Services Agreement ("MSA") is between Kansas Information Technologies, LLC d/b/a AccentLogic of 13700 Flint St., Overland Park, Kansas 66221 ("AccentLogic"), and the entity identified in, and who executes a Quote for services with AccentLogic ("Client") and shall be effective as of the date of Client's execution of a Quote for services ("Effective Date"). The parties agree as follows:

1. **Acceptance; Scope.** By checking the acceptance box in relation to this MSA and/or providing your electronic signature, Client consents to have this MSA and any Addendum(s) and any Quote(s) provided to Client in electronic form and accepts and agrees to the terms, conditions and notices contained or referenced herein. Please print a copy of this document for your records. This MSA is to govern all services of AccentLogic performed or provided to Client (collectively, the "Services"), including the Initial Assessment (as defined below) of the Client's computer network, system, peripherals, devices which are installed or operated by Client ("System") and all software, equipment, computers, servers, routers and other goods supplied by AccentLogic or that are included in the Services (collectively, the "Products") and replaces all other agreements between the parties. AccentLogic's review of Client's System with written recommendations ("Initial Assessment"), shall be governed by the MSA. Except for the Initial Assessment, AccentLogic does not obligate itself to provide any Services or Products by this MSA, nor to provide continuous recommendations of Services or Products to Client after the Initial Assessment. The scope, terms, and fees of Services or Products will be limited to the activities specified in one (1) or more addenda executed from time to time by both parties electronically or by signature referencing this MSA (individually and collectively "Addendum"). If an Addendum for Products or Services is executed by both parties referencing this MSA, the Addendum shall automatically be incorporated in and deemed a part of this MSA. In the event of a direct conflict between the terms of this MSA and any Addendum the terms of the Addendum shall control except as it relates to warranties, limitations of liability or termination. Warranties, limitations of liability and termination shall be governed by the MSA unless the Addendum imposes more restrictive terms on the Client.
2. **Term; Renewal.** The term of this MSA shall begin on the Effective Date and shall continue until one (1) year after the expiration or termination of every Addendum hereto. The term of each Addendum shall be, unless otherwise provided by the Addendum, three (3) years ("Initial Addendum Term"), with an annual price adjustment not to exceed the lesser of (i) ten percent (10%) or (ii) the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics for the most recently available twelve (12) month period prior to the adjustment date (the "CPI Adjustment"). The commencement of the billing period for monthly recurring Services under each Addendum shall be the date expressly set forth in the applicable Addendum; provided, however, that if no such date is specified, the billing period shall commence upon AccentLogic's commencement of Services under that Addendum. The parties acknowledge that certain Services, including but not limited to backup and cybersecurity services, may require an implementation or onboarding period prior to full deployment, and that such implementation may require Client's cooperation and assistance. The billing commencement date shall not be affected by any implementation or onboarding period unless expressly stated otherwise in the applicable Addendum. Additionally, if a third-party manufacturer of software embedded within the Services pursuant to an Addendum increases its license fees, AccentLogic will notify Client at least thirty (30) days in advance, and Client shall pay the increased fee or pursue a replacement. Upon the expiration of the Initial Addendum Term, the Addendum shall automatically renew for continuous one- (1) year terms (each a "Renewal Term") on the same terms and conditions, but with the annual price adjustment, unless either party notifies the other party in writing of its intention to not renew the Addendum no less than sixty (60) days prior to the end of the then-current term. The Initial Addendum Term and each Renewal Term shall be collectively referred to as the "Addendum Term."
3. **Fees; Service Rates.** Client agrees to pay AccentLogic in accordance with the Addendum for the Services or Products provided under that Addendum. Any Services beyond the scope detailed within an Addendum(s), or within the scope of an Addendum but for which Services are required to be performed outside of regular business hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday-Friday ("Business Hours"), or on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day ("Holiday(s)"), or due to unauthorized modifications to System by Client, its contractors or agents ("Out-of-Scope Work"), shall be billed to Client and Client shall pay for such Out-of-Scope Work according to AccentLogic's then-current rate schedule, which may be modified by AccentLogic with notice to Client. Out-of-Scope Work shall not be provided to Client without written confirmation by each party within thirty (30) days of such request and an invoice may serve as such confirmation. All AccentLogic representations relating to time for Out-of-Scope Work are estimates of actual time and not a guarantee or agreement to perform for a fixed fee, as time and cost involved may vary. Client may halt Out-of-Scope Work at any time with notice and payment of balance of work performed. Different hourly rates may apply based upon overtime, weekends or Holiday time.
4. **Product Purchases.** Any acquisition, leasing, purchase or licensing ("Acquisition(s)") of Product shall be at a price, delivery date and for Products agreed to by AccentLogic and Client and memorialized in writing, electronically or by email and shall be exclusive of integration or configuration Services. AccentLogic's invoice for the same shall constitute such written acknowledgment. Notwithstanding the foregoing, delivery dates are based upon the estimates of third parties. AccentLogic shall use commercially reasonable efforts to achieve the delivery date conditioned upon having received payment from Client but failure to meet the delivery date due to the actions of third parties shall not constitute a breach. Client shall pay for Product at agreed upon invoices plus taxes, delivery and freight charges and accordance with terms and conditions of the MSA. Client shall not cancel or withdraw Acquisition of Products from AccentLogic but may pursue return or refund directly with the manufacturer of such Products. AccentLogic may cancel Acquisition of Product for a good reason including, but not limited to, Client's

nonpayment, a manufacturer change in price, change in delivery expectations, or the unavailability of Product. AccentLogic may deliver the Products to Client's location using the manufacturer's methods for packaging and shipping such Products. Client shall take delivery of the Products within three (3) days of Products having been delivered to the Client's location. Delivery shall be FOB shipping point. Title to Product shall pass on payment by Client. Client is acquiring Product from AccentLogic as a reseller for a third-party manufacturer. All restrictions, and other terms pertaining to the Product are found only in the applicable agreement provided with the Product by the third-party manufacturer of the Product (the "License Agreement"), and such License Agreement is only between Client and the third-party manufacturer of the Product. Client acknowledges and consents to AccentLogic's provision of Products supplied by external manufacturers ("Third-Party Product Manufacturers"). ACCENTLOGIC IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF SUCH THIRD-PARTY PRODUCT MANUFACTURERS. ANY CLAIMS THE CLIENT MAY HAVE AGAINST THIRD-PARTY PRODUCT MANUFACTURERS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RESPECTIVE THIRD-PARTY PRODUCT MANUFACTURER'S USER AGREEMENT OR TERMS OF SERVICE.

5. **Payment.** Unless otherwise stated in an Addendum, AccentLogic shall issue invoices for recurring managed Services on the first (1st) day of each month, in advance, for Services to be rendered during that month, together with any arrearage charges from the prior month; provided, however, that if the first (1st) day of the month falls on a holiday or a processing issue prevents timely issuance, AccentLogic may issue such invoice on the next business day. In addition to monthly recurring invoices, AccentLogic may issue invoices at any time during the month for non-covered products, out-of-scope projects, time and materials, or any other Services or Products not included within the scope of an applicable Addendum. Payment is due upon receipt of invoice. Client shall remit payment via ACH transfer (no fee). If Client elects to pay by credit card or check, AccentLogic may assess a payment processing surcharge or statement fee, as set forth in AccentLogic's then-current fee schedule, to offset the costs associated with such alternative payment methods. If payment is not received by the date due, AccentLogic may, with notice to Client and thirty (30) day opportunity for Client to cure, suspend or withdraw Products or Services. A reactivation fee equal to the actual costs incurred, including labor charges, for reactivation shall be paid by Client to restore Services. Client shall pay any sales, use, excise, or service taxes that might be levied on the Products or Services provided. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either one and one-half percent (1.5%) per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.
6. **Authorized Contact Person.** Client shall designate at least one authorized contact person(s) ("Authorized Contact") with whom AccentLogic will accept Service-related direction for the Services provided pursuant to each Addendum. In the event that an Authorized Contact is not listed in an Addendum, the Authorized Contact shall be the signatory on Client's Quote(s) with AccentLogic. AccentLogic shall accept direction of the Authorized Contact, until Client notifies AccentLogic otherwise together with identifying the new Authorized Contact.
7. **Access.** AccentLogic may access and assess Client's System for the Initial Assessment and the performance of Addendums. Due to such remote access, AccentLogic cannot guarantee security of data of Client, but shall use commercially reasonable efforts in accordance with accepted industry standards in safeguarding Client data. AccentLogic shall use a reputable third-party software to access the System. To the extent Addendum performance is on Client's premises ("Premises"), Client grants AccentLogic the right of ingress and egress. Client is financially liable for any damage to or loss of any AccentLogic-owned equipment occurring while within Client premises, up to the full replacement cost of any such equipment. If Addendum performance is not on Premises, Client shall secure, at Client's cost, any necessary rights of entry or permission necessary for AccentLogic to provide Services at such location(s). Client shall provide AccentLogic with any passwords or keys (virtual or otherwise) that AccentLogic requires in order to provide Products and Services
8. **ONBOARDING; WARRANTIES.** Client acknowledges that certain Services, including but not limited to backup solutions and cybersecurity services, may not be implemented immediately upon execution of an Addendum and may require an implementation or onboarding period that typically ranges from one (1) to several weeks depending on the complexity of Client's System and the Services engaged. Client further acknowledges that successful and timely implementation of such Services may require Client's active cooperation and assistance, including but not limited to providing timely access to systems, premises, passwords, and personnel. AccentLogic shall not be responsible for delays in implementation caused by Client's failure to cooperate or provide the assistance reasonably necessary for AccentLogic to complete implementation. If Client is dissatisfied with AccentLogic's Services for any reason during the first thirty (30) days of Services, Client is permitted to terminate the applicable Addendum without penalty and shall be entitled to a full refund of any onboarding or implementation fees (but not monthly licenses as set forth in Section 12(d)(iii)) paid. Client shall elect such remedy by notifying AccentLogic during the initial thirty- (30) day period and paying for license fees set out in Section 12(d)(iii) and recurring monthly fees for all Services rendered through the date of notice. After the initial thirty (30) days of Services, AccentLogic warrants only that its technicians are qualified to provide the Services. All Services shall be deemed to be acceptable thirty (30) days following performance. AccentLogic's liability, and Client's sole and exclusive remedy for a breach of this warranty shall be to terminate the Addendum pursuant to a written notice after providing AccentLogic notice of such breach in writing and a reasonable period of time of at least thirty (30) days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within thirty (30) days after delivery of the Services to Client. It shall not be an AccentLogic breach if Client, its contractors or agents modified any AccentLogic Products or Services except as authorized by AccentLogic in writing. AccentLogic's warranties are conditioned upon Client maintaining a suitable IT environment, providing timely access to necessary systems and premises, and complying with AccentLogic's reasonable requests and recommendations. AccentLogic's warranties do not cover Services involving legacy systems (including end of life), unsupported software or noncompliant hardware unless explicitly agreed in writing. Any performance issues arising from such legacy systems, unsupported software or noncompliant hardware are excluded from warranty coverage. ACCENTLOGIC MAKES NO OTHER SERVICE OR PRODUCT WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF

MERCHANTABILITY. ACCENTLOGIC MAKES NO WARRANTY AS TO THE ACHIEVEMENT OF ANY SPECIFIC PERFORMANCE METRICS, COST SAVINGS OR OTHER BUSINESS OUTCOMES AS A RESULT OF USING THE SERVICES. WITH RESPECT TO THIRD-PARTY MANUFACTURER OF PRODUCTS OR SERVICES PROCURED BY ACCENTLOGIC FOR CLIENT, CLIENT SHALL RELY ONLY UPON THE WARRANTY OF THE THIRD-PARTY MANUFACTURER OF PRODUCTS AND THE THIRD-PARTY SERVICES ORGANIZED BY ACCENTLOGIC FOR CLIENT WITH A THIRD PARTY. CLIENT MAY PURSUE WARRANTY CLAIMS AGAINST THE MANUFACTURER ONLY, AS PRODUCTS ARE PROVIDED BY ACCENTLOGIC "AS IS," WITH ALL FAULTS AND SUBJECT TO ANY LICENSE AGREEMENT.

9. **LIMITATIONS OF LIABILITY.** ACCENTLOGIC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE SUSPENSION OF CLIENT'S SERVICES AS A RESULT OF CLIENT'S FAILURE TO MEET ITS FINANCIAL OBLIGATIONS UNDER THIS MSA OR FOR A FAILURE OF CONTINUOUS BROADBAND ACCESS TO SYSTEM. ACCENTLOGIC SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY CLIENT'S MISUSE, UNAUTHORIZED MODIFICATIONS OR FAILURE TO FOLLOW ACCENTLOGIC'S INSTRUCTIONS, OR BY ACTIONS TAKEN BY CLIENT'S EMPLOYEES OR THIRD-PARTY VENDORS WITHOUT ACCENTLOGIC'S PRIOR WRITTEN APPROVAL. ACCENTLOGIC SHALL NOT BE LIABLE FOR ANY FINES, PENALTIES OR COMPLIANCE FAILURES ARISING FROM CLIENT'S BUSINESS OPERATIONS UNLESS SUCH RESPONSIBILITIES ARE EXPRESSLY DOCUMENTED IN AN ADDENDUM. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST REVENUE, LOST PROFITS, LOST SAVINGS OR OTHER ECONOMIC LOSS, ARISING FROM OR RELATING TO THIS MSA OR ANY ADDENDUM, INCLUDING DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR DELAYS IN THE PROVISION OF SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EITHER PARTY FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO ACCENTLOGIC FOR SERVICES (EXCLUDING PRODUCTS) DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO CLAIMS MADE AND ACCEPTED WITHIN THE AVAILABLE COVERAGES OF ACCENTLOGIC'S INSURANCE COVERAGE, BUT ONLY TO THE EXTENT OF SUCH COVERAGE. ACCENTLOGIC IS NOT REQUIRED TO DISPUTE ANY INSURANCE COVERAGE DETERMINATIONS MADE BY ITS CARRIER. ACCENTLOGIC SHALL NOT BE LIABLE FOR DELAY IN PERFORMANCE OR NONPERFORMANCE OF ANY TERM OR CONDITION OF THIS MSA DIRECTLY OR INDIRECTLY RESULTING FROM LACK OF FULL AND FREE ACCESS TO SYSTEM OR PREMISES. NOTWITHSTANDING THE FOREGOING, ACCENTLOGIC SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH: (I) WERE CAUSED OR WOULD HAVE BEEN PREVENTED BY PRODUCTS OR SOFTWARE OFFERED TO CLIENT BY ACCENTLOGIC FOR WHICH CLIENT DECLINED OR DELAYED; (II) OR FOR THE INTENTIONAL CRIMINAL ACTS OF THIRD PARTIES. ACCENTLOGIC SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM ITS RELIANCE ON THIRD-PARTY BACKUP SOLUTIONS INDICATING SUCCESSFUL COMPLETION OR RESTORATION OF DATA, UNLESS SUCH LOSS OR FAILURE IS DIRECTLY CAUSED BY ACCENTLOGIC'S GROSS NEGLIGENCE. THIS LIMITATION OF LIABILITY REPRESENTS A BARGAINED FOR EXCHANGE AND IS A MATERIAL COMPONENT TO THE CALCULATION OF FEES BY ACCENTLOGIC.

10. **Indemnification.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, costs of defense, settlements and judgments (collectively, "Damages"), that arise from, or are related to (i) the gross negligence or willful misconduct of the Indemnifying Party and/or its employees, subcontractors or agents; (ii) any third-party claim alleging infringement of copyrights, patents, trademarks, trade secrets or other proprietary rights caused by the Indemnifying Party; (iii) any uncured, material breach of this MSA by the Indemnifying Party; (iv) violations of applicable laws, regulations or industry standards caused by the Indemnifying Party's actions or omissions; and (v) any data breach, cybersecurity incident or unauthorized disclosure of information resulting from the Indemnifying Party's negligence or failure to comply with applicable data protection laws. The Indemnified Party must notify the Indemnifying Party promptly of any claim subject to indemnification and provide reasonable assistance in the defense of such claim. The Indemnifying Party shall control the defense and settlement of any claim, provided that no settlement imposes obligations on the Indemnified Party without its prior written consent. The Indemnifying Party's obligations under this Section shall not apply to Damages caused solely by the Indemnified Party's gross negligence, willful misconduct or breach of this MSA. These indemnification obligations shall survive the termination or expiration of this MSA.

11. **Copyrights and Other Intellectual Property**. Client shall be responsible for software licenses for software installed on the System and warrants Client is authorized to use all software installed or stored on the System and, upon request will provide evidence of licenses to AccentLogic. AccentLogic shall not be required to provide Services for any portion of the System on which unlicensed software is installed. Each party owns and retains all intellectual property rights in and to its works of authorship, plans, software or software modifications which may not be distributed or sold by the other in any form or manner. Client may use and modify any intellectual property provided to Client by AccentLogic pursuant to this MSA, provided Client (i) does not infringe upon the intellectual property rights of any third party, (ii) does not reverse engineer AccentLogic's intellectual property, and (iii) does not negatively impact the security or integrity of any of AccentLogic's equipment, or AccentLogic's provision of Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the earlier of the termination of an applicable Addendum or this MSA. Any and all written material created by AccentLogic or Client and produced during the course of this MSA, and which pertains to the preexisting works owned by AccentLogic shall not be considered a "work for hire," and shall remain entirely and exclusively under the ownership of AccentLogic.

12. **Termination.**

(a) *Cause.* Either party may terminate an Addendum for a material breach of the performance obligations hereunder ("Cause") by first providing the other party thirty (30) days' written notice setting forth the basis for such proposed Cause and an opportunity to cure.

If the basis of the Cause is not remedied within the thirty- (30) day written notice period, the particular Addendum for which the Cause existed may be terminated by the nonbreaching party. AccentLogic may, in addition to any other remedy, terminate or suspend Products or Services if Client fails to make timely payment within thirty (30) days of written notice. Termination of an Addendum for any reason shall not constitute termination of this MSA, which shall remain in effect through the remainder of its term, and until one (1) year after the expiration of all incorporated Addenda herein.

(b) *Equipment Removal.* Upon termination of an Addendum for any reason, Client shall provide AccentLogic with access, during normal business hours, to Premises (or any other locations at which AccentLogic-owned equipment is located) within ten (10) business days to enable AccentLogic to remove all AccentLogic-owned equipment (if any) from Premises.

(c) *Transition Assistance*. If Client requests AccentLogic's assistance to transition to a new service provider and all fees due and owing to AccentLogic under this MSA are paid by Client, AccentLogic shall provide such assistance upon Client's payment, in advance, of an amount which AccentLogic estimates is required to facilitate transition assistance at AccentLogic's then-current hourly rate. AccentLogic shall reconcile actual charges for transition to new service provider with the prepaid amount described above within thirty (30) days of completion of transition assistance. AccentLogic shall have no obligation to store or maintain any Client data in AccentLogic's possession or control for more than fifteen (15) days following the expiration or termination of an applicable Addendum. AccentLogic shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, AccentLogic's deletion of Client data beyond the time frames described in this Section.

(d) *Early Termination and Reimbursement of Costs.* An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and not for Cause or is by AccentLogic and resulting from a breach by Client, Client shall pay a termination fee in consideration of the discounted initial assessment provided at the commencement of the Term, the additional resources secured by AccentLogic to meet Client's service requirements, and the front-loaded nature of AccentLogic's service delivery, wherein a greater level of effort is required at the outset ("Termination Fee"). Client acknowledges that, while payments under an Addendum may be structured as even monthly installments, the actual delivery of Services requires a greater upfront investment by AccentLogic, with costs and effort recovered over the full term of the Addendum. Accordingly, to compensate AccentLogic for its prior investment and resource allocation, Client shall pay:

(i) a Termination Fee equal to six (6) months of the average fees paid by Client over the prior twelve (12) months unless the termination occurs during the first thirty (30) days of the Initial Term (during which no termination fee shall be applicable);

(ii) any unpaid monthly fees due through the termination date of the Addendum; and

(iii) all amounts for Products, vendor service and equipment commitments made by AccentLogic in order to provide Services to Client for (a) the remainder of the Term, or (b) the termination fees required of AccentLogic to terminate such commitments, whichever is less. Some vendors, i.e. Microsoft, do not allow early termination of license fees and Client understands and consents to payment of the licenses for the remainder of the license term.

13. Confidentiality.

(a) *Defined.* Confidential Information shall mean any and all non-public information provided to AccentLogic by Client, including but not limited to Client's trade secrets, business strategies, financial information, intellectual property, customer data, personally identifiable information (PII), employee information, customer lists, internal documents and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of AccentLogic, (ii) was developed independently by AccentLogic without use or reference to the Confidential Information, or (iii) is or was lawfully and independently provided to AccentLogic prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information. Copies of an Addendum, proposals, written recommendations and assessments are not permitted to be shared or disclosed to any third party, except for when required for reasons related to legal compliance and with the written consent of AccentLogic.

(b) *Use and Disclosure.* AccentLogic shall use Confidential Information solely for purposes of performing its obligations under this MSA and shall not disclose such information to any third party except as necessary to perform its obligations or comply with applicable law. If AccentLogic is required to disclose the Confidential Information to any third party, then AccentLogic shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

(c) *Due Care.* AccentLogic shall exercise the same degree of care with respect to the Confidential Information it receives from Client as AccentLogic normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

(d) *Breach Notification.* Each party shall promptly notify the other, and in no event later than five (5) business days, of discovering any unauthorized access, use or disclosure of Confidential Information and shall cooperate with each other to investigate and mitigate the impact of such breach.

(e) *Data Return or Destruction.* Upon termination of this MSA, AccentLogic shall, at Client's request, return or securely destroy all Confidential Information in its possession, except as required by law or for record-keeping purposes.

(f) *Compelled Disclosure.* If AccentLogic is legally compelled by subpoena or similar process to disclose Confidential Information, AccentLogic shall notify Client in writing so that Client may seek a judicial remedy. AccentLogic will cooperate, at Client's expense, with Client efforts to obtain judicial relief. Failing Client securing judicial relief, AccentLogic may disclose, without liability hereunder, only that portion of the Confidential Information that it is legally compelled to disclose.

(g) *Mutual Confidentiality.* Client shall not disclose information provided to Client by AccentLogic relating to proposals, pricing or deliverables of AccentLogic to Client. AccentLogic shall not disclose Client's Confidential Information provided to AccentLogic by Client, except as contemplated in Section 13(b).

(h) *Survival.* The obligations of this Section shall survive the termination or expiration of this MSA for a period of five (5) years or indefinitely for trade secrets.

(i) *Disclosure of Client Affiliation.* AccentLogic may disclose the existence of this relationship to any prospective client.

14. Miscellaneous.

(a) *Placement Fee.* Client agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, Client will pay AccentLogic a Placement Fee (defined below) for, individually or in conjunction with others, hiring or retaining, directly or indirectly, any AccentLogic employee or subcontractor ("AccentLogic Resource") who has been engaged by AccentLogic during the terms of this MSA or within six (6) months prior to its termination. The Placement Fee compensates AccentLogic for its recruitment, interviewing, placement expenses, training, certification and associated costs, and shall equal fifty percent (50%) of the AccentLogic Resource's scheduled annualized compensation, including base salary, bonuses, commissions, and other monetary or non-monetary benefits. The Placement Fee shall be due and payable within fifteen (15) days of Client's hiring or retention of the AccentLogic Resource. Client shall notify AccentLogic in writing within five (5) business days of hiring or retaining an AccentLogic Resource and provide sufficient documentation for AccentLogic to calculate the Placement Fee. Failure to pay the Placement Fee by the due date shall result in interest accruing at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, until paid in full. Client further agrees not to circumvent this provision by engaging the AccentLogic Resource indirectly, through a third party, or under any other arrangement designed to avoid the Placement Fee.

(b) *Assignment.* This MSA may not be assigned or transferred without the prior written consent of the other party. This MSA shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, AccentLogic may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

(c) *Amendment.* No amendment or modification of this MSA or any Addendum shall be valid or binding upon the parties unless such amendment or modification specifically refers to this MSA, is in writing, and is signed by each party.

(d) *Severability.* If any provision hereof or any Addendum is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any Addendum shall be valid and enforceable to the fullest extent permitted by applicable law. Such unenforceability shall not affect any other provision of this MSA, and the MSA shall be construed as if such an unenforceable provision or provisions had never been included in this MSA.

(e) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, shall not constitute an agreement to waive such terms with respect to any other occurrences.

(f) *Merger.* This MSA, together with Addendums incorporated by the parties into the MSA, sets forth the entire understanding of the parties and supersedes prior agreements related to the Services or Products. Any document that is not expressly and specifically incorporated into this MSA shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this MSA or provide binding contractual language between the parties.

(g) *Force Majeure.* Neither party shall be liable to the other party for delays or failures to perform its obligations under this MSA or any Addendum because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, epidemic, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of either party.

(h) *Governing Law; Venue.* This MSA shall be governed by, and construed according to, the laws of the State of Kansas. Client hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts of the State of Kansas for any and all claims and causes of action arising from or related to this MSA. Other than for payment obligations of Client for Products or Services provided pursuant to this MSA or incorporated Addendum, no action or other proceeding may be commenced by either party more than one (1) year after the date of the breach or event giving rise to the claim; failure to make such a claim within such one- (1) year period shall forever bar the claim.

(i) *Cyber Insurance.* Client shall, at Client's expense, maintain cyber insurance covering Client's System with financially sound and reputable insurers. Client acknowledges that failure to obtain and maintain adequate cyber insurance may result in uncovered losses for which AccentLogic shall not be responsible. AccentLogic's liability for any cyber incident, breach or related loss shall be limited to the extent of its own insurance coverage and shall not extend to any losses that would have been covered had Client maintained appropriate cyber insurance as recommended. Upon request, Client will provide AccentLogic with a certificate of insurance from Client's insurer evidencing the insurance coverage. AccentLogic shall maintain professional liability insurance, including technology errors and omissions coverage, with limits of at least Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, and will provide Client with a certificate of insurance evidencing the insurance coverage.

(j) *No Third-Party Beneficiaries.* The Parties have entered into this MSA solely for their own benefit and intend no third party to be able to rely upon or enforce any part of this MSA.

(k) *Notices.* Generally, notices and communications may be exchanged between the parties by electronic mail ("email"), provided that the emails are sent by the sender to the last known email address of the recipient. Notwithstanding the foregoing, notices relating to a material breach or termination of this MSA or any Addendum, must be sent in writing. Email shall be deemed delivered one (1) business day after the email is sent to the recipient; written notice shall be deemed delivered three (3) business days after such notice is deposited in the United States Mail, first class and return receipt requested, or one (1) day following delivery when sent by FedEx to the address(es) as the parties may designate from time to time.

(l) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other. AccentLogic may subcontract part or all of the Services to one (1) or more third parties provided, however, that AccentLogic shall be responsible for, and shall guarantee, all work performed by any AccentLogic-designated subcontractor as if AccentLogic performed such work itself. Notwithstanding the foregoing, AccentLogic shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client in an Addendum.

(m) *Captions.* All captions, headings and subheadings in this MSA are included for reference only, and in no way define or otherwise modify the terms of this MSA.

(n) *Assent and Acceptance*. Client acknowledges and agrees that this MSA is incorporated by reference into each Quote or Proposal for Services issued by AccentLogic. By executing a Quote or Proposal, Client assents to and accepts all terms and conditions of this MSA as of the date of such execution, without the requirement of a separate signature on this MSA. A current version of this MSA is made available to Client via hyperlink on AccentLogic's website. AccentLogic reserves the right to update or amend this MSA in accordance with Section 14(c), and Client's continued use of Services following notice of any such amendment shall constitute Client's acceptance of the amended terms.