



# MASTER SERVICES AGREEMENT (MSA)

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between Renaissance Systems, Inc., 11149 Research Blvd, Suite 365, Austin, Texas 78759 (“us”, “our”, “we” or “RSI”), and you (“you”, “your”, “customer” or “Client”), the person or entity who signs the RSI Client Information form. This Agreement is effective as of the date shown on the Client Information form.

### 1. SCOPE OF SERVICES

This Agreement governs all services that we perform or provide to you (collectively, the “Services”). These Services may include turnkey projects, managed service agreements, and/or retainer agreements. Each agreement will be described in one or more Scopes of Work (“SOW”) documents that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

### 2. GENERAL REQUIREMENTS

- A. **System.** For the purposes of this Agreement, “System” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.
- B. **Requirements.** At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of RSI providing its Services to you. Additionally, any new computer, device, or software to be added to a client’s infrastructure or network that is supported maintained or managed by RSI, RSI must be given first right of refusal to quote and sell any new computer, server, networking device, mobile device or software that fit this description.
  - i) **Maintenance and Updates.** If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. RSI will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer’s or applicable vendor’s instructions.
- C. **Third Party Support.** If, in RSI’s discretion, a hardware or software issue requires vendor or Original Equipment Manufacturer (OEM) support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$150, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
- D. **Insurance.** If you are supplied with RSI-owned equipment or software (“RSI Equipment”), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. RSI must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to RSI. Upon RSI’s request, you agree to provide proof of insurance to RSI, including proof of payment of any applicable premiums or other amounts due under the insurance policy.
- E. **Advice and Instructions.** From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System (for example, our advice or directions may include increasing the System’s server or hard drive capacity or replacing obsolete equipment). You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. RSI will not be responsible for any System downtime caused by your failure to promptly follow RSI’s advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in RSI’s discretion, then RSI may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow RSI’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.
- F. **Prioritization.** Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as determined by RSI.
- G. **Authorization.** RSI will be entitled to rely on any directions or consent provided by your personnel or representative who are

authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify RSI of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

### 3. FEES & PAYMENT

You agree to pay the fees described in each executed quote and/or SOW. If the SOW and/or quote does not include a fee schedule for services rendered, then you agree to pay RSI on an hourly basis pursuant to RSI's standard hourly rate schedule.

- A. **Schedule.** Unless otherwise stated in a SOW and/or quote, all undisputed fees for services rendered will be due and payable upon completion of the services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
- B. **Nonpayment.** Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. RSI reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by RSI. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if RSI suspends the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- C. **Increases.** RSI may increase its fees at a rate of 5% annually to accommodate the increase in costs of third-party services, products, or resources used by RSI to provide its services. You will be provided with no less than thirty (30) days prior written notice of any increase that is ten percent (10%) or greater, you will have the option at that time to terminate the applicable SOW.

### 4. REMOTE ACCESS FOR MANAGED SERVICES (this section applies only to Client engaging in Managed Services with RSI)

For the purposes of performing managed services of network devices, servers, and PCs, you hereby grant to RSI the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System, on a 24 x 7 x 365 basis. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for RSI to provide Services to the System and, if applicable, at your designated premises. Proper and safe environmental conditions must be provided and assured by you at all times. RSI 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.

### 5. REMOTE ACCESS FOR SPECIFIC PROJECT OR PERIODIC MAINTENANCE

For the purposes of performing project or T&M work to complete a specific objective, you hereby grant to RSI the right to gain remote access to appropriate network devices, servers, and PCs as necessary. This remote access can be provided in the form of an encrypted SSL VPN connection, secure remote desktop, or other method as necessary and be granted via specific login credentials. RSI will perform due diligence to ensure that only necessary employees required to perform remote work have access to the necessary information required to gain access to Client's network. Security may be enhanced to allow access to Client network only from RSI's public IP range.

### 6. SECURITY

RSI maintains a secure network environment and makes a reasonable attempt to ensure that no unauthorized access is allowed to our network that could allow an attacker to gain access and subsequently launch an attack or gain access to a customer's network or confidential information. Specifically, Multifactor Authentication (MFA) is required in order to gain remote access to our network and servers using VPN or Virtual Desktops. Also, wireless access is allowed only via 802.1X authentication using domain credentials or sponsored guest access for visitors. Additional security-related tools are in place to monitor and defend against unauthorized access and malware. RSI leverages a combination of tools including but not limited to Firewalls, Advanced IPS/IDS, Threat Defense, Advanced Malware Protection, and DNS SECURITY. These tools may be changed or augmented depending on security needs driven by the current threat landscape. In the event of a security breach or discovered attack on our network, RSI will notify the client of the nature of the event and how (if any) it could affect the client.

### 7. DATA STORAGE

RSI maintains in-house servers and data storage for our own business practice management, including customer relationship management (CRM), accounting, and quoting applications. However, RSI does not store confidential client information such as network diagrams, remote access logins, network equipment and server login information on in-house servers. All such confidential client information is stored externally using secure applications that require Multi-factor Authentication (MFA) to access.

### 8. LIMITED WARRANTIES AND LIMITATIONS OF LIABILITY

- A. **Hardware/Software Purchased Through RSI.** RSI's return policy provides for a 15-day return of unopened equipment with a 20% restocking fee. Once a project has been completed and the deliverables of the agreed upon SOW have been fulfilled, all hardware, software, peripherals, or accessories purchased through RSI ("Third Party Products") are nonrefundable. 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. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever between RSI and you (including but not limited to implied warranties).
- B. **Warranty Application.** Notwithstanding any provision to the contrary in this agreement, any warranty provided by RSI shall be deemed null and void if the applicable hardware or product is (i) altered, modified or repaired by persons other than RSI, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by RSI; (ii) misused, abused, or not operated in accordance with the specifications of RSI or the applicable manufacturer or creator of the hardware or product, or; (iii) subjected to improper site preparation or maintenance by persons other than RSI or persons approved or designated by RSI.
- C. **Liability Limitations.** This paragraph limits the liabilities of RSI arising under this agreement or any SOW and is a material part of this agreement. You acknowledge and agree that RSI would not enter into this agreement unless it could rely on the limitations described in this paragraph. RSI shall not be liable for any indirect, special, exemplary, consequential, and/or punitive damages, including but not limited to, damages based on lost revenue, loss of profits, and other economic loss arising out of or related to this agreement, any sow or the services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing services under this agreement or any sow. The aggregate liability of RSI to the client for damages from any and all claims, regardless of the form of any such action, that arise out of or relating to this agreement, whether in contract, tort or indemnification, shall be limited solely to the amount of the client's actual damages, which shall not exceed the total amount of fees paid by the client to RSI for services under this agreement or any sow for the six (6) month period immediately preceding any claims.
- D. **Time Limitations.** The client agrees that the client shall commence any claim arising out of or related to this agreement or any sow within one (1) year after the cause of action accrues or the action is forever barred.

## 9. OWNERSHIP OF WORK PRODUCT

As used herein, the term "Work Product" means all materials, software, tools, RSI data, inventions, works of authorship and other innovations of any kind, including, without limitation, any deliverables under the Scope of Work and any improvements or modifications to Client's proprietary computer software programs and related materials, that RSI may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services or as a result of such Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection. Any customer-provided, generated, proprietary, or specific data used in the creation of the work product will remain property of the client. All processes, practices, and intellectual property developed will remain the property of RSI.

Client agrees that all Work Product shall be the property of RSI and hereby assigns all rights it may have in the Work Product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights to RSI. Client acknowledges that RSI in its sole discretion shall have the right to license the Work Product or any portion thereof, and/or incorporate the Work Product or any portion thereof into RSI products, for use by other licensees or Clients of RSI; and that doing so will not infringe on any rights of Client.

## 10. INDEMNIFICATION

The parties to this agreement, RSI and Client, agree to defend and hold harmless the other party from and against any and all losses, damages, costs, expenses, or liabilities, including reasonable attorneys' fees (collectively, "Damages") that arise out of or are related to claims by third parties. This indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights, and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Services. Both parties 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. No claim for which indemnity is sought will be settled without the other party's prior written consent, which shall not be unreasonably delayed or withheld.

## 11. TERM AND TERMINATION

This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) the status or progress of any other SOW between the parties.

- A. **Termination without Cause.** Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if RSI decides to



cease providing a service to all of its customers generally, then RSI may terminate an applicable SOW without cause by providing no less than sixty (60) days prior written notice to you. If you terminate a SOW without cause and without RSI's consent, then you will be responsible for paying the early termination fee described in the applicable SOW. If no early termination fee is listed, then prior to the effective date of termination of the SOW or this Agreement (as applicable) without cause, you agree to pay RSI an amount equal to (i) all expenses incurred by RSI in its preparation and provision of the Services to you, e.g., licensing fees incurred by RSI, non-mitigatable hard costs, etc. ("Hard Costs"), as well as (ii) fifty percent (50%) of all fees that would have been paid to RSI had the term not been terminated prematurely. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

- B. **Termination for Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within thirty (30) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If RSI terminates this Agreement or any SOW for cause, then RSI shall be entitled to receive, and you hereby agree to pay to RSI, (i) all amounts that would have been paid to RSI had this Agreement or SOW (as applicable) remained in effect; and (ii) all Hard Costs. If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were professionally delivered and accepted by you up to the effective date of termination.
- C. **Client Activity as a Basis for Termination.** In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction, consequently requiring remediation by RSI on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by RSI (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then RSI will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at RSI's discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- D. **Consent.** You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- E. **Equipment/Software Removal.** Upon termination of this Agreement or applicable SOW for any reason, you will provide RSI with access, during normal business hours, to your premises or any other locations at which RSI Equipment is located to enable RSI to remove all such equipment from the premises. If you fail or refuse to grant RSI access as described herein, or if any of the RSI Equipment is missing, broken or damaged (normal wear and tear excepted) or any of RSI-supplied software is missing, RSI will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- F. **Transition; Deletion of Data.** In the event that you request RSI's assistance to transition away from RSI's services, RSI will provide such assistance if (i) all fees due and owing to RSI are paid to RSI in full prior to RSI providing its assistance to you, and (ii) you agree to pay RSI its then-current hourly rate for such assistance, with up-front amounts to be paid to RSI as may be required by RSI. 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 in a SOW, RSI will have no obligation to store or maintain any Client data in RSI's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. RSI will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, RSI's deletion of your data beyond the time frames described in this Section.

## 12. RESPONSE

- A. **Response.** RSI warrants and represents that RSI will provide the Services, and respond to any notification received by RSI of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which RSI is required to suspend the Services to protect the security or integrity of your System or RSI's equipment or network, or (iv) delays caused by a force-majeure, including a pandemic event.
  - i) **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by RSI, but which will not occur between the hours of 8:00 a.m. and 5:00 p.m. CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time RSI will perform scheduled maintenance or adjustments to its network. RSI will use its best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
  - ii) **Client-Side Downtime.** RSI will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

- iii) **Vendor-Side Downtime.** RSI 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 service providers, third-party licensors, or “upstream” service or product vendors.
  - iv) **Remedies and Limitations.** Except for the Onboarding Exception below, if RSI fails to meet its service level commitment in a given calendar month and if, under such circumstances, RSI's failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, RSI will issue you a pro-rated credit for its Services in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to RSI, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for RSI's failure to meet any service level commitment during the term of this Agreement.
- B. **Onboarding Exception.** You acknowledge and agree that for the first seventy-five (75) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to RSI, it being understood that there may be unanticipated downtime or delays due to RSI's initial startup activities with you (the “Onboarding Exception”).

### 13. CONFIDENTIALITY

- A. **Defined.** For the purposes of this Agreement, Confidential Information means any and all non-public information provided to RSI by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of RSI, (ii) was developed independently by RSI, or (iii) is or was lawfully and independently provided to RSI prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- B. **Use.** RSI will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill RSI's obligations under this Agreement. If RSI is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then RSI will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 9.
- C. **Due Care.** RSI will exercise the same degree of care with respect to the Confidential Information it receives from you as RSI 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 RSI is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, RSI will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive RSI's compliance with the provisions of this Section 9. RSI will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, RSI may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that RSI has been advised by written opinion of counsel reasonably acceptable to RSI that it is legally compelled to disclose.

### 14. ADDITIONAL TERMS; THIRD-PARTY SERVICES

- A. **EULAs.** Portions of the Services may require you to accept the terms of one or more third-party End User License Agreements (“EULAs”). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, RSI is required to comply with a third-party EULA and the third-party EULA is modified or amended, RSI reserves the right to modify or amend any applicable SOW with you to ensure RSI's continued compliance with the terms of the third party EULA.
- B. **Third Party Services.** Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW and at all times RSI reserves the right to utilize the services of any third-party provider, or change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. RSI will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to RSI or to you.
- C. **Data Loss.** Under no circumstances will RSI be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) RSI's failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, RSI does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing

functionality will operate in an error-free manner.

- D. **Bring Your Own Device (“BYOD”).** You hereby represent and warrant that RSI is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smartphones, and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. RSI will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.

**15. 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 or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

**16. ARBITRATION**

Any dispute arising out of or related to this Agreement or any SOW, including the scope or applicability of arbitration, may be determined by arbitration in Limestone County, TX before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator shall 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, JAMS shall select the arbitrator. The filing fees for the arbitration shall be split evenly between the parties.

**17. ATTORNEYS’ FEES**

RSI shall be entitled to recover its attorneys’ fees, costs, and expenses if RSI prevails in arbitration or litigation of any dispute arising out of or related to this Agreement or any SOW.

**18. MISCELLANEOUS PROVISIONS**

- A. **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. Similarly, you represent that your business is not subject to the provisions of the Federal Acquisition Regulation (“FAR”), or any similar regulatory acquisition process or procedure. 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.
- B. **Assignment.** Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, RSI 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 RSI, or any other transaction in which ownership of more than fifty percent (50%) of RSI’s voting securities are transferred; provided, however, that such assignee expressly assumes RSI’s obligations hereunder.
- C. **Amendment.** Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by RSI, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.
- D. **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- E. **Other Terms.** RSI will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, 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. This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless RSI has expressly acknowledged the other terms and thereafter, expressly and specifically accepted such other terms in writing. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, The SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. RSI will not be bound by any agents’ or employees’ representations, promises or inducements not explicitly set forth herein.

- F. **Force Majeure.** RSI will not be liable to you for delays or failures to perform RSI's obligations under this Agreement or any SOW because of circumstances beyond RSI's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, an 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, pandemics, and acts of God.
- G. **Non-Solicitation.** You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of RSI's employees or subcontractors to discontinue or reduce the scope of their business relationship with RSI, or recruit, solicit or otherwise influence any employee or agent of RSI to discontinue such employment or agency relationship with RSI. You acknowledge and agree that the damages to RSI would be difficult or impracticable to determine, and you agree that in such event, as RSI's sole and exclusive remedy, you will pay RSI as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of RSI's employees by you will be deemed to be a material breach of this Agreement, in which event RSI shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately for cause.
- H. **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.
- I. **Insurance.** RSI and you will each maintain, at each party's own expense, all insurance required in connection with this Agreement or any SOW, including workers' compensation and general liability. RSI agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All insurance policies described herein will not be canceled, materially changed, or renewal refused until at least thirty calendar days' written notice has been given to the other party by certified mail.
- J. **Governing Law and Venue.** This Agreement and any SOW shall be governed by and construed according to the laws of Texas. You hereby consent to the jurisdiction and venue of the state and federal courts in Travis County, Texas as applicable, for all disputes arising from or related to this Agreement, including the enforcement of arbitrable claims and any litigation.
- K. **No Third-Party Beneficiaries.** The Parties entered this Agreement solely for their own benefit. They intend that no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- L. **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this agreement will be used to modify, interpret, supplement, or alter the terms of this Agreement.
- M. **Business Day.** If any time period set forth in this Agreement expires on a day other than a business day in Austin, TX in Travis County, such period will be extended to and through the next succeeding business day in Travis County, TX.
- N. **Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to RSI regarding any alleged breach of this Agreement by RSI, or any request for indemnification, or any notice of termination of this Agreement or any SOW, must be delivered to RSI either by U.S. mail or fax, unless such requirement is expressly and specifically waived by RSI in writing. All electronic documents and communications between the parties will satisfy any writing requirement under this Agreement.
- O. **Independent Contractor** - RSI is an independent contractor, and is not your employer, employee, partner, or affiliate.
- P. **Subcontractors.** Generally, RSI does not utilize subcontractors; however, should RSI elect to subcontract a portion of the Services, RSI shall guarantee all work performed by any RSI-designated subcontractor as if RSI performed the subcontracted work itself.
- Q. **Data Access/Storage.** Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.
- R. **Counterparts.** The parties intend to sign and deliver this Agreement and any SOW 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 and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.