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TECHNOLOGY PARTNERS

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Master Services Agreement



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into as of the last date of the signatures below (the “Effective Date”), by and between MUSA Technology Partners LLC, with a principal office located at 330 Bear Hill Road, Suite 205, Waltham, MA 02451 (“SERVICE PROVIDER”), and _____, with a principal place of business located at _____ (“Client”). SERVICE PROVIDER and the Client shall be referred to herein collectively as the “Parties” and each individually may be referred to herein as a “Party”.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto hereby agree as follows:

1. Basis of Agreement.

1.1 Services. Client hereby retains SERVICE PROVIDER to provide the services (“Services”) set forth in one or more Statements of Work. This Agreement (together with the Statement of Work and any subsequent Statement of Work that may be executed by the Parties) shall prescribe the terms and conditions under which SERVICE PROVIDER shall perform the Services for the Client. Each Statement of Work shall be subject to the terms and conditions of this Agreement.

1.2 Nature of the Services. SERVICE PROVIDER is not affiliated or associated with any computer software or hardware manufacturer, vendor or distributor. To the extent that SERVICE PROVIDER uses trade names in the furnishing of the Services hereunder, such identifications are made as a result of criteria and selection information furnished to SERVICE PROVIDER by Client and are not intended as an endorsement by SERVICE PROVIDER of any particular product. In providing the Services hereunder, SERVICE PROVIDER shall rely upon the completeness and accuracy of all information furnished to SERVICE PROVIDER by the Client regarding Client’s criteria, current operating environment and products. It is agreed and understood by the Parties that the Client shall be solely responsible for product selection and that SERVICE PROVIDER shall have no responsibility or liability in connection with any product(s) acquired by the Client.

1.3 Third Party Inspections and Audits. During the term of the Agreement, the Client will be entitled, upon at least thirty (30) days' prior written notice to SERVICE PROVIDER, to review or audit the invoices, vouchers, timesheets, reimbursable out-of-pocket expenses and payments (the “Financial Records”) of SERVICE PROVIDER which are specifically related to Client Services. SERVICE PROVIDER will assist Client when Client engages outside, third party contractors for such inspections or audits (“collectively, “Audit”). Such outside parties must execute written agreements protecting SERVICE PROVIDER’S confidential similar to the requirements of Section 3 hereunder. Such support may include assisting Client to prepare for an Audit, supervising compliance and security, reviewing the findings of an Audit and advising Client as to the requirements for responding to an Audit. Such support shall be billed to Client on a time and materials basis as mutually agreed upon by the Parties and be subject to the provisions of Section 2 of this Agreement.

1.4 Third Party Vendors. Upon Client's advance written notice, SERVICE PROVIDER will assist Client when a third party vendor problem is identified and requires a solution which is beyond the Scope of SERVICE PROVIDER's Services. Such solution shall be subject to compliance by Client with any third party vendor restrictions (such as copying, modifying, disclosing technical features, etc.) which may require prior written consent from such third party vendor. Such assistance shall be billed to Client on a time and materials basis and be subject to the provisions of Section 2 of this Agreement.

1.5 Third Party Oversight. In the event that Client assigns oversight of this Agreement and/or any Statement of Work to an outside, third party contractor, notwithstanding anything herein to the contrary, Client hereby authorizes and agrees that SERVICE PROVIDER shall continue to report directly to Client and continue to accept instructions directly from internal Client Contacts as set forth herein or in any Statement of Work.

1.6 Client Responsibilities. Client agrees to immediately notify SERVICE PROVIDER if an act or omission of a Client employee or third party vendor performing other services for Client causes a problem or delay in the internal operating environment. SERVICE PROVIDER agrees to work with Client to prevent or circumvent such problem or delays, but does not assume any responsibility or liability for such employee or third party actions. Such support may be billed to Client, at SERVICE PROVIDER'S sole discretion, on a time and materials basis.

2. Compensation and Payment.

2.1 Compensation. The Parties agree that SERVICE PROVIDER will be compensated by the Client for its professional fees actually performed in connection with the Services as provided in the Statement of Work. In addition, Client will reimburse SERVICE PROVIDER for mutually agreed upon expenses actually incurred, which expenses may include reasonable external costs such as travel, courier and parking, and other costs such as administrative support, report reproduction and computer support, among others. SERVICE PROVIDER shall invoice the Client at the rates specified in the Statement of Work for the Services to be performed hereunder. SERVICE PROVIDER reserves the right to change its fees for Services provided on the later of (i) the expiration of any term specified in a Statement of Work or (ii) the 12-month anniversaries of the commencement date of any Statement of Work by sending notice to the Client sixty (60) days in advance of such change becoming effective, with each individual fee increase not exceeding seven percent (7%). Third party vendor license fees will change upon notice from such third party vendor and SERVICE PROVIDER will use commercially reasonable efforts to provide advance notice of such changes to Client. Payment shall be required in accordance with the time frame set forth in the Statement of Work. The Client shall make payment to SERVICE PROVIDER no later than thirty (30) days from the date of receipt of the invoice. Invoices shall be sent via email and deemed received upon sending. The Client shall be responsible for all fees and expenses associated with any collection activity including, but not limited to, reasonable attorney fees.

2.2 Change Orders for Additional Services. In addition to the foregoing Services, SERVICE PROVIDER may provide certain additional services ("Additional Services") to the Client on an as-requested basis. SERVICE PROVIDER will use reasonable efforts to provide to Client within ten (10) business days after receiving or providing a notice for

a written change order containing a description of the required modifications and their effect on the Scope (as defined in a Statement of Work), fees and timelines specified in the Statement of Work (each, a “Change Order”). No Change Order will be effective unless and until it has been signed by an authorized representative of each Party. The charges for such Additional Services will be due when billed and shall be paid no later than thirty (30) days from the date of the invoice. When such Additional Services require SERVICE PROVIDER to procure services of a third-party outside provider, the Client shall be responsible for payment of all charges, fees and costs associated with such third-party provider services; provided, that Client has received prior notice of such fees and costs before any such procurement. Services provided pursuant to a Change Order are included in the definition of “Services” for purposes of this Agreement.

3. Confidential Information.

3.1 Confidential Information. Each Party shall retain in confidence during the term of this Agreement and thereafter all information transmitted to it by the other Party, in writing or orally, that such Party designates as proprietary and/or confidential, and will make no use of such information, except as permitted under this Agreement and to accomplish the purposes of this Agreement. The obligations of this Section 3 shall not apply to any information: (i) that is independently developed by a Party or lawfully acquired or received without violating any of its obligations under this Agreement (ii) that is, or becomes, generally available to the public without breach of this Agreement (iii) that at the time of disclosure was known to such Party to be free of restriction as evidenced by documentation of such Party or (iv) that such Party agrees in writing is free of restrictions. In the event that the receiving Party receives a request to disclose all or any part of any of the disclosing Party’s confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the receiving Party shall not constitute a violation of this Agreement. In such event the receiving Party shall (a) promptly notify the disclosing Party of the request, (b) allow the disclosing Party to consult with its counsel on the advisability of disclosing Party taking available legal steps to resist or narrow such request, and (c) if disclosure of such confidential information is required or deemed advisable, cooperate with the disclosing Party, at disclosing Party’s sole cost and expense, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the confidential information to be disclosed which disclosing Party designates.

3.2 Nonuse and Nondisclosure. Neither Party will, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance or acceptance of the Services or (ii) disclose the Confidential Information to any third party. Each Party agrees that all Confidential Information will remain the sole property of the disclosing Party. Each Party also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

3.3 Return of Materials. Upon the termination of this Agreement, or upon a Party’s earlier written request, the receiving Party will deliver to the disclosing Party all of the disclosing Party’s Confidential Information that is then in such Party’s possession.

3.4 Security of Electronic Confidential Information. Without limiting the generality of this Section 3, SERVICE PROVIDER will ensure that all Confidential Information in electronic form that is received, accessed, handled or stored by SERVICE PROVIDER, its approved subcontractors or agents:

(a) resides on a secure managed server with a dedicated IP address and URL, behind an appropriate firewall apparatus, which shall maintain and enforce safety and physical security procedures with respect to access and maintenance of Confidential Information that (i) are at least equal to industry best practices for such types of locations, and (ii) prevent accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Confidential Information; and

(b) is copied at regular intervals on a schedule determined by SERVICE PROVIDER and guided by industry best practices, and backup of Client's Confidential Information occurs daily or otherwise on a date or dates to be agreed in advance between Client and SERVICE PROVIDER, where Client has subscribed to a backup service provided by SERVICE PROVIDER. Backup media will be retained for a ninety (90) day period during the term of this Agreement.

4. Ownership.

(a) Client Ownership. SERVICE PROVIDER agrees that all deliverables, copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by SERVICE PROVIDER, solely or in collaboration with others, during the term of this Agreement that are conceived in connection with the Services under this Agreement (collectively, "Client Property"), are the sole property of the Client. SERVICE PROVIDER also agrees to assign (or cause to be assigned) and hereby assigns fully to the Client all Client Property and any copyrights, patents, mask work rights or other intellectual property rights which SERVICE PROVIDER may have specifically relating to all Client Property.

(b) SERVICE PROVIDER Ownership. Client agrees that SERVICE PROVIDER will own all rights, title and interest to all Underlying SERVICE PROVIDER Intellectual Property developed by SERVICE PROVIDER in the course of providing Services. "Underlying SERVICE PROVIDER Intellectual Property" shall mean all materials, products, processes, techniques or know-how, or software owned or licensed by SERVICE PROVIDER as of the Effective Date hereof, and also including any derivatives, improvements, enhancements or extensions of such Underlying SERVICE PROVIDER Intellectual Property conceived, reduced to practice, or developed during the term of this Agreement, to the extent they do not include any Client Confidential Information or it is not considered a work made for hire.

Notwithstanding anything herein to the contrary, SERVICE PROVIDER shall retain ownership of the documents and materials listed below ("Core Documents") created by SERVICE PROVIDER as work product during the term of the Agreement. SERVICE PROVIDER will grant and does grant to the Client a perpetual, non-exclusive exclusive (exclusive, if Core Documents contain any Client Confidential Information)

fully paid-up, worldwide, sublicensable license to use Underlying SERVICE PROVIDER Intellectual Property as required for the Client to use the Services.

For purposes of clarification, during the term of the Agreement, SERVICE PROVIDER will provide the following Core Documents:

- Full access to all systems and applications required to support the partner infrastructure, systems and applications
- Transition of responsibility for software licenses and vendor relationships (limited, in some cases, by ability for vendors to accept non-MSPs/non-VARs to work directly with that vendor)
- Export of all managed partner-specific passwords and credentials
- Export of all managed partner-specific process and support documentation
- Upon partner request, export of managed partner hardware as known by our RMM agent
- Upon partner request, export of ticket information recorded since SERVICE PROVIDER has been responsible for managing partner IT.

SERVICE PROVIDER will not provide:

- SERVICE PROVIDER-proprietary documentation or processes
- SERVICE PROVIDER-proprietary scripts or code for automation or any services that SERVICE PROVIDER provides

5. Use of SERVICE PROVIDER's Name and Work Products. In connection with the Services and any Additional Services to be provided by SERVICE PROVIDER under the Statement of Work and otherwise in this Agreement, SERVICE PROVIDER may furnish the Client with reports, analyses or other such materials (the "Materials"). The Client understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its directors, officers and employees without the prior written consent of SERVICE PROVIDER.

6. Restriction in Hiring. The Parties agree that while this Agreement is in effect and for a period of twelve (12) months following its termination, neither Party shall, either for that Party's own account or for the account of another, as agent, stockholder, director, employer, employee, officer, consultant, partner, investor or otherwise, whether alone or with any other person, business or entity, hire, engage, solicit or take away, or attempt to hire, engage, solicit or take away, any employee of the other Party; provided this provision shall not apply in the event an employee of a Party responds to a general public solicitation for employment by the other Party. If an employee of either Party accepts employment with the other Party in violation of this Agreement, the hiring Party will pay to the Party from which the employee was hired a nominal placement fee of 40% of that employee's new starting annual gross salary, payable within thirty (30) days of the date of the invoice for the placement fee from the Party from which the employee was hired to the hiring Party, which the parties hereby agree is a reasonable estimate of actual damages in lost revenues, recruiting fees and productivity costs associated with a replacement.

7. Warranty. SERVICE PROVIDER represents and warrants that all Services performed under this Agreement shall be performed in a professional and workmanlike manner, consistent with industry standards for similarly situated companies and in accordance with the terms of this Agreement. SERVICE PROVIDER further represents and warrants that SERVICE PROVIDER will perform all Services in accordance with all applicable laws, rules and regulations. SERVICE PROVIDER does not warrant perfection or particular results.

8. EXCLUSION OF WARRANTIES. EXCEPT AS PROVIDED IN SECTION 7 ABOVE, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF SUCH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS BE LIABLE UNDER THIS AGREEMENT, TO THE OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, INTERRUPTION, LOSS OF DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES RESULT FROM ANY MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE. EXCEPT FOR DAMAGES RESULTING FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FROM SUCH PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY OR FOR SUCH PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY IN SECTION 10 BELOW, EACH PARTY'S LIABILITY TO THE OTHER FOR DAMAGES, ARISING OUT OF OR FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY ASSERTED, WHETHER BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED TWO TIMES (2X) THE AMOUNTS ACTUALLY PAID BY CLIENT TO SERVICE PROVIDER FOR THE ACTUAL SERVICES PERFORMED UNDER THE STATEMENT OF WORK THEN IN EFFECT THAT ARE ALLEGED TO HAVE CAUSED THE DAMAGE.

Basis of the Bargain. Client acknowledges that SERVICE PROVIDER has set its fees and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties

10. Indemnification.

10.1 Mutual Indemnification. Each Party (the “Indemnifying Party”) agrees to indemnify, defend, release and hold harmless the other Party (the “Indemnified Party”), and/or its affiliates and their respective officers, directors, employees and agents against any liabilities, claims, losses, judgments, settlements, penalties, awards, costs, expenses and damages (including reasonable attorneys’ fees and costs) brought by a third party (“Claims”) to the extent that such Claims result from (i) the negligent acts, errors or omissions of the Indemnifying Party in the performance or use of the Services under this Agreement or any Statement of Work, (ii) injury to, or death of, persons or damage to real and tangible personal property which may be caused by the Indemnifying Party due to the performance of its obligations under this Agreement or any Statement of Work, or (iii) the violation of applicable law, or failure to comply with applicable law, by the Indemnifying Party.

10.2 Infringement. SERVICE PROVIDER shall, at its own expense defend Client and its officers, directors, employees and agents from and against any and all Claims alleging that the Services as used in accordance with this Agreement, infringes such third party’s copyrights or trademarks, or misappropriates such third party’s trade secrets, and shall indemnify Client from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys’ fees) to the extent based upon such Claim(s).

10.3 Indemnification Procedure. The Indemnified Party agrees to give the Indemnifying Party prompt notice of such claim and to permit the Indemnifying Party to control the defense or settlement thereof. However, the Indemnified Party reserves the right to participate in the defense of any such claim through its own counsel and at its own expense.

11. Term and Termination.

11.1 Term. The term of this Agreement shall expire on the later of (a) five (5) years from the Effective Date or (b) twelve (12) months from the date when there is no active Statement of Work outstanding, unless sooner terminated in accordance with the terms hereof, provided, however, that this Agreement will remain in effect after such date for the sole purpose of, and until the completion of, all Statements of Work and the performance of all of SERVICE PROVIDER’s duties under all Statements of Work being performed pursuant to this Agreement or any amendment hereto entered into by the parties during the term of this Agreement. If there are no active Statements of Work outstanding for a period of twelve (12) months, this Agreement shall automatically terminate and the parties shall have no financial obligations to each other.

11.2 Renewal. This Agreement may be renewed by mutual written agreement of the Parties.

11.3 Termination With Cause. Either Party may terminate this Agreement if the other Party shall default in the performance of any of its material obligations of this Agreement

upon thirty (30) days' prior written notice to the other specifying the nature of the default, unless such other Party shall cure that default within the thirty (30) day notice period.

11.4 Termination Without Cause. Client may terminate this Agreement or any outstanding Statement of Work at any time without cause upon not less than sixty (60) days' prior written notice to SERVICE PROVIDER, and payment of the Early Termination Fee set forth in any SOW.

11.5 Responsibilities. In the event of termination of this Agreement by either Party, Client shall remain responsible for payment for any expenses and fees for Services that remain unpaid which were performed by SERVICE PROVIDER prior to the effective date of any such termination.

12. Independent Contractor. Nothing in this Agreement or in the course of business between the Parties shall be deemed or construed to create a partnership, joint venture, agency, or otherwise as participants in a joint or common undertaking, or to make or constitute either party a representative or agent of the other. Neither party shall have any authority to direct or control any activities of the other, or any power to legally bind, obligate or commit the other in any way whatsoever. In all of its performance hereunder SERVICE PROVIDER is acting solely as an independent contractor.

13. Permitted Use. Client agrees to permit SERVICE PROVIDER to list Client's name and display Client's logo on SERVICE PROVIDER web sites as a current or former client of SERVICE PROVIDER, should SERVICE PROVIDER so choose to do. The Client acknowledges and agrees that SERVICE PROVIDER shall be entitled to identify the Client in any marketing publications or materials or information, or to disclose to other parties the fact that SERVICE PROVIDER provides or has provided services to the Client. Excepting that permitted use, neither of the Parties shall use the name, any trademark, or any other identifier of the other Party for any other purpose, without the prior written consent of the Party whose name is proposed to be used, nor shall either Party disclose the existence or substance of this Agreement or any Statement of Work except as required by law or legal process.

14. Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to the Agreement, or the breach, termination or invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. The senior management of each Party is committed to assist in any such consultation between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of a Dispute is delivered by either Party, then either Party may pursue all of its remedies available pursuant to the Agreement. The Parties agree to attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner.

15. Absence of Debarment. Neither SERVICE PROVIDER nor any of its employees performing Services under this Agreement (i) have been debarred, and to the best of the SERVICE PROVIDER'S knowledge, are not under consideration to be debarred, by the Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of

1992; or (ii) have been excluded, debarred, suspended or are otherwise ineligible to participate in federal healthcare programs or in federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal healthcare programs.

16. Insurance. During the term of this Agreement and for one (1) year after the expiration or earlier termination of this Agreement or any Statement of Work hereunder, whichever is later, SERVICE PROVIDER shall maintain insurance coverage to cover its obligations under this Agreement and any Statement of Work hereunder as follows: (a) professional liability insurance coverage in an amount of at least \$5,000,000 and (b) general liability in an amount of at least \$1,000,000. SERVICE PROVIDER shall provide Client with a certificate of insurance upon request. SERVICE PROVIDER shall provide Client with at least thirty (30) days prior written notice of any cancellation or expiration of the above-required insurance or any material change to such insurance that causes it to no longer comply with the provisions above.

17. Miscellaneous.

17.1 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given when sent by overnight courier, or by certified mail, postage prepaid, with an informational copy in all instances via email, to the Parties set forth below. Notice shall be effective upon being deposited with an overnight courier or upon being deposited in the United States Mail as aforesaid. The time period in which a response to such notice must be given or any action taken with respect thereto (if any), however, shall commence to run from the date of receipt if sent by overnight courier or, if so deposited in the United States Mail, the earlier of three (3) business days following such deposit and the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice sent. The addresses and/or contact persons may be changed by either Party by providing notice to the other in the manner set forth herein. Notices shall be addressed as follows:

a) In the case of SERVICE PROVIDER, to:
MUSA Technology Partners LLC
Attention: Legal
330 Bear Hill Road, Suite 205
Waltham, MA 02451
Contact Name: Joshua Campbell
Email address: legal@musatechnology.com

In the case of Client, to:

Attention: _____

Contact Name: _____

Email Address: _____

17.2 Governing Law; Jurisdiction; Venue. This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would require the application of the law of another jurisdiction. Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, or any related matters shall be subject to the exclusive jurisdiction of the state and federal courts located within the Commonwealth of Massachusetts. All parties irrevocably consent to the exclusive jurisdiction of such courts and waive any objection to the propriety or convenience of such venues.

17.3 No Waiver. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a Party on any one occasion is effective only in that instance and will not be construed as a bar to or a waiver of any right on any other occasion.

17.4 Validity. Should any part of this Agreement be declared or determined by any court having jurisdiction to be illegal or invalid, the validity of the remaining parts shall not be affected by said illegal or invalid portion, and said illegal or invalid portion shall not be deemed to be part of this Agreement.

17.5 Entire Agreement. This Agreement and any attached Schedule(s) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings in connection therewith. This Agreement may only be amended, modified or revoked in writing signed by both Parties hereto.

17.6 Assignment. This Agreement and any portion thereof may not be assigned or transferred without the prior written consent of both Parties; notwithstanding anything herein to the contrary, either Party may, upon thirty (30) days' advance written notice, assign this Agreement (i) to an affiliate of the transferring Party or another entity owned or controlled by the transferring Party, or (ii) as part of a transfer of all or substantially all of the assets of the transferring Party to any party (so long as such transferee acknowledges and accepts responsibility for all obligations of such transferring Party hereunder), by providing written notice of any such assignment to the other Party.

17.7 Headings. The headings and titles of the various sections of this Agreement are intended solely for convenience of reference and are not intended to define, limit, explain, expand, modify or place any construction on any of the provisions of this Agreement.

17.8 Multiple Copies or Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same

Agreement. Signatures to this Agreement transmitted by fax, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

17.9 Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any Services hereunder (other than payment obligations) by reasons of restrictive government or judicial orders or decrees, riots, insurrection, domestic or foreign terrorism, war, Acts of God, national or global viruses or pandemics, warnings or advisories given by the Centers for Disease Control and Prevention, elements of nature, flood, earthquake, inclement weather or other similar reason or a cause beyond such Party’s reasonable control (an “Affected Party”), and such nonperformance, hindrance or delay could not have been prevented by reasonable precautions, then performance of such Services shall be excused for the period of such delay, provided that the Affected Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay, provided that, should any delay continue for more than thirty (30) days, either Party may terminate this Agreement upon written notice and shall not be responsible for any termination expenses or increased costs other than payment for Services rendered by one Party to the other Party prior to the effective date of such termination notice. Notice of the start and stop of any such force majeure shall be provided to the other Party.

17.10 Modification. This Agreement may be modified only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the Party against whom enforcement of the purported modification is sought.

17.11 Survival and Succession. The rights and obligations of Client and SERVICE PROVIDER, which by intent or meaning have validity beyond termination of this Agreement (including, but not limited to, rights with respect to intellectual property, confidentiality and indemnification), shall survive the termination of this Agreement. Further, this Agreement, in its entirety, shall inure to the benefit of and be binding on the successors and assigns of the Client and SERVICE PROVIDER.

17.12 Incorporation by Reference; Conflict

The provisions of this Agreement are hereby expressly incorporated by reference into and made a part of each Statement of Work. In the event of a conflict between the terms and conditions of this Agreement and a Statement of Work, the terms of this Agreement shall take precedence and control over those of the Statement of Work unless the Statement of Work explicitly states otherwise. In the event of a conflict between the terms and conditions of the Statement of Work and any related exhibits, attachments, or proposals, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise agreed to in writing by all parties. Any terms and conditions in a Client purchase order or any other document, either executed by the parties simultaneously herewith or in the future, which are in addition to, or conflict or are inconsistent with, the terms and conditions of this Agreement are hereby rejected and superseded by the terms and conditions contained herein.

MUSA Technology Partners LLC

This Agreement has been executed by the Parties hereto through their duly authorized officers as of the Effective Date.

MUSA TECHNOLOGY
PARTNERS LLC

("CLIENT")

(Signed)

(Signed)

(Print name)

(Print name)

(Title)

(Title)

(Date)

(Date)