

HIRECREDIT MASTER SERVICES AGREEMENT

1. **Parties.** This HIRECREDIT MASTER SERVICES AGREEMENT (this "MSA") is entered into by and between ""HIRECREDIT, LLC, an Indiana limited liability company (the "Company") and the client (the "Client") identified on an Order Form incorporating this MSA, each of which may be referred individually as a "Party" or together, collectively, as the "Parties."

2. **The Agreement.** The Parties shall execute an "Order Form" incorporating the terms of this MSA. The Order Form shall be signed by authorized representatives of Company and Client, and shall identify the Services to be provided by Company, the fees to be paid by Client, any Affiliates of Client that also will receive Services, and other terms and conditions applicable to the Services of that Order Form. An "Affiliate" is any entity directly or indirectly controlling, controlled by, or under common control with Client. An Order Form along with the terms and conditions of this MSA and those of any other document referenced in an Order Form or this MSA constitute the agreement between Client and Company (the "Agreement"). Client will be responsible for and liable for the acts and omissions of each Affiliate. Any breach of this Agreement by an Affiliate shall be deemed to be a breach of this Agreement by Client.

3. **Services.**

(a) **The Services.** Client hereby authorizes and engages Company to provide the Services set forth on the Order Form during the Term (collectively, "Services").

(b) **Provider Agreements.** To the extent required by Company and/or any third-party software platform vendor utilized by Client with which Company must interface in order to provide the Services (each a "Provider" or, collectively, the "Providers"), the Client shall execute any and all agreements, documents, or instruments necessary for the Provider to provide the Client access to the Provider's services (collectively, "Provider Agreements"), and Client shall adhere to all terms and conditions of the Provider Agreements and timely discharge all of its obligations thereunder, including but not limited to, payment obligations. To the extent a Provider requires data to be input into Provider's platform in connection with the provision of such Provider's products and/or services, Client acknowledges that it shall, at all times, be solely responsible for timely input and review of all such data in the respective Provider's platform (and ensure accuracy thereof).

(c) **Client Responsibilities.** Client shall be responsible for procuring and maintaining, at its sole cost, all hardware, software and data communication, security and connectivity required to connect to and to use the Services. Client shall permit the Company to access data in a manner and format as required by Company to perform the Services. Client shall enable the Company's API via its Provider if necessary. Client shall configure and load, and permit Company to configure and load, Client Data and other information onto the Services as required by Company in order for Company to perform the Services. Client will provide reasonable assistance and information as necessary to complete configuration and loading. Except as to functions, responsibilities, activities or tasks directly related to Services, all other functions, responsibilities, activities, or tasks not part of Services but necessary to provide and perform the Services shall remain the sole obligation of the Client and Client shall cooperate with Company to provide and facilitate provision of all information necessary to perform the Services. Client shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data and other information provided to Company through Company's provision of the Services; (ii) prevent unauthorized access to, or use of, the Services, and notify Company promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Services.

(d) **Provider Integration and Account Access.** **THE SERVICES DO NOT ALLOW FOR THE TRANSFER OF PERMISSIONS OR ACCOUNT ACCESS RESTRICTIONS FROM PROVIDER PLATFORMS. ADMINISTRATIVE ACCOUNT LEVEL USERS OF THE SERVICES HAVE FULL ACCESS TO ALL DATA WITHIN THE PROVIDER SERVICE. PLEASE DO NOT PROVIDE ADMINISTRATIVE ACCOUNT ACCESS TO ANY INDIVIDUAL YOU DO NOT WISH TO HAVE FULL ACCESS TO ALL DATA WITHIN A PROVIDER SERVICE.**

(e) **Services Disclaimers.** Company shall be entitled to rely on the information, authorizations, representations and warranties provided by Client or Client's authorized representatives pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof nor be responsible for any consequences, losses, damage or other harm that may arise therefrom. The Parties acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement which may be required for the proper performance and provision of the Services and may be necessary, customary or inherent part of the Services. Such functions, responsibilities, activities and tasks shall be deemed to be implied and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. The Parties recognize that it may not be possible in all cases to determine clearly whether a given function, responsibility, activity or task should be performed by Company as an inherent part of the Services or instead should be retained by Client as a responsibility that has not been transferred to Company. The Parties agree to work together in good faith in such cases to appropriately assign responsibility for the performance of such function, responsibility, activity or task, including those described in the Order Form. While the Parties will endeavor to update, modify and amend this Agreement and the Exhibits as necessary or appropriate from time to time to reflect various adjustments in the arrangements contemplated by this Agreement (including the increase or decrease in fees related to the Services as more specifically set forth in the

Order Form), the Parties acknowledge that such adjustments may not always be documented with specificity. Therefore, the Parties agree to deal with each other in good faith to resolve all issues presented by each Party to the other and any disputes that may arise.

4. Term and Termination.

(a) **Term.** This Agreement will become effective when the Order Form is signed by Client (the "Effective Date"). The initial term of this Agreement will commence on the Effective Date and continue for the term set forth in Order Form (the "Initial Term"), unless earlier terminated by either Party. The Agreement shall thereafter renew for additional one (1) year periods (each a "Renewal Term" and the Initial Term as extended by any subsequent Renewal Term, collectively, the "Term").

(b) **Nonrenewal.** Either Party may terminate this Agreement for any reason by providing the other Party written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term. Improper or untimely notice of non-renewal hereunder shall be invalid, non-effective, and void.

(c) **Termination.** Either Party may terminate this Agreement prior to the expiration of the Term: (i) upon sixty (60) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(d) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) Company's obligation to provide the Services will terminate; (b) all charges for Services performed prior to the date of termination will become immediately due and payable; and (c) Company will truncate all data from Company's operational data system and data warehouse and remove all Client authentication rights to the Services without additional notice to Client of same, which action Company will typically perform thirty (30) or more days after termination, but Company reserves the right to perform these actions in more or less than thirty (30) days in its sole discretion. In the event the Agreement is terminated or expires for any reason, then all fees and expenses payable by Client pursuant to this Agreement through the effective date of such termination or expiration or that relate to Services performed or provided prior to the effective date of such termination or expiration shall, in each case, be deemed to be due and payable in full by Client on the effective date thereof. Clients utilizing WOTC services with applications submitted to state agencies but not yet certified at the time of termination will be billed \$200 per application upon effective date of such termination so long as Client has not previously been invoiced for such submissions.

(e) **Disposition of Data.** Company will have no obligation to save or maintain Client Data or continue to service Client's account in any way past thirty (30) days after termination. Company may maintain certain data, such as previous Company database backups or information Company is required to maintain as needed after termination. Client's rights to data shall be limited to Client Data and Client shall have no rights during or past the moment of termination of the Agreement to data collected and/or created by Company resulting from Client's use of the Services. Client shall reimburse Company for the costs of producing any information in Company's possession or control relating to Client's business or employees that the Company is obligated to produce in response to a Client request or court order. Nothing in this section shall limit Company's ability to utilize Client Data in an aggregated, anonymized, and/or de-identified form for Company's business purposes after the Term, as set forth in Section 9(b) herein.

(f) **Survival.** All provisions of this Agreement, which by their nature should survive termination shall survive the termination of this Agreement, including, without limitation, provisions regarding fees and payments, ownership, warranty disclaimers, indemnity, and limitations of liability.

5. Fees and Payments.

(a) **Fees.** Client will pay the fees set forth in the Order Form including any applicable Taxes (as defined below), pursuant to the payment schedule identified therewith. The Company may charge a late payment fee for delinquent payments made by Client at the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum interest rate allowed by law, including for any payments which become delinquent due to insufficient funds or otherwise. In any action arising from or related to Client's failure to timely pay any amount due to Company, Company shall be entitled to recover its full costs and expenses related to such action, including but not limited to its reasonable attorneys' fees and legal expenses. The Company shall not be obligated to provide Services if Client fails to timely remit payments to Company (excepting only charges then under reasonable, good faith dispute to which the Client shall have provided prior or concurrent written notice as to such charges underlying the dispute stating in particularity the nature of such dispute and evidence supporting Client's non-payment thereof). If Client's account is fifteen (15) days or more overdue, the Company may, in addition to any of its other rights or remedies, suspend its provision of Services until such amounts owed by Client to the Company are paid in full. The Company shall not be obligated to provide any such Services suspended by the Company due to such failure to pay at any time, including, without limitation, after the resumption of Services or otherwise, and such Services shall be deemed satisfied in full. The Company reserves the right to increase prices annually with at least thirty (30) days prior written notice to Client; provided that Client may terminate this Agreement by providing written notice of termination to Company prior to the date that the price increase takes effect.

(b) **Taxes.** Unless otherwise stated, the Company's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on the Company's net

income or property. If the Company has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition, if Client has an obligation under any law or tax regime to withhold any amount from the payments required to be made to the Company hereunder, then the Client shall gross up the amount of such payments so that the net amount actually paid to and received by the Company is equal to the amount of the applicable fee or other payment required to be paid to the Company hereunder.

6. **Changes.** In the event of a change in federal or state laws or regulations affecting the Services provided under the terms of this Agreement ("**Uncontrollable Changes**"), for example changes to or the withdrawal of hiring-based tax programs, the Company may terminate or make changes to this Agreement relating to such Uncontrollable Changes upon reasonable written notice to Client and without liability of any kind or nature to Client.

7. **End-User Functions and Downtime.** Providers, and not the Company, are largely responsible for the uptime and availability of data for the Services. The Company cannot always control the uptime of the Services, and therefore the Company does not guarantee the availability of end-user functions and is not responsible for any downtime outside of Company's control. Client hereby waives and forever disclaims all claims that it now has or may have in the future arising out of downtime occurring outside of Company's control.

8. **Confidentiality and Privacy; Non-Solicitation.**

(a) **Confidential Information.** Neither Party shall disclose Confidential Information of the other Party except as required to fulfill its obligations hereunder, except that the Company may transfer Client's Confidential Information to a Provider, a governmental agency, or other third parties to the extent necessary for the Company to perform its obligations under this Agreement, or if Client has given the Company authorization to do so. "**Confidential Information**" shall mean any information identified by either Party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's business, employees, service methods, software, documentation, financial information, prices, and product plans. The receiving Party shall use the same degree of care it uses to protect its own Confidential Information of like nature, but not less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, or (iii) is required to be disclosed by law, subpoena or other process.

(b) **Injunctive Relief.** Each Party acknowledges and agrees that any breach or threatened breach of any of the Confidentiality and Intellectual Property provisions of this Agreement by the other Party will result in immediate and irreparable harm and that any remedies at law in such event will be inadequate. The Parties therefore agree that, in addition to any and all other remedies available at law or in equity, the claimant Party shall be entitled to seek injunctive and other equitable relief, without posting bond.

(c) **Non-Solicitation.** During the Term and for a period of one year from the date of termination of this Agreement (the "**Non-Solicitation Period**"), Client will not solicit or cause to be solicited for employment or contract, directly or indirectly, any person who is employed or contracted by Company and directly involved in providing Services hereunder without Company's prior written consent. If Company does not give its consent to Client and an employee/contractor of Company is employed or contracted by, Client at any time during the Non-Solicitation Period, then Client shall pay Company a fee in the amount of one times (1x) the annual salary (or equivalent of one year contractor payments) of such employee/contractor. Notwithstanding the foregoing, Client may (a) solicit and hire such person through general public advertisements that are not primarily targeted at such person; and/or (b) hire such person that Client can prove was engaged in employment discussions with Client prior to the Effective Date.

9. **Intellectual Property & Client Data.**

(a) **Company Technology.** Client acknowledges that, except as otherwise explicitly set forth in writing and agreed upon by the Parties, all right, title and interest in and to all patents, copyrights, trade secrets, trademarks, logos, displays and other intellectual property rights in the Services, whether now known or later arising, together with all modifications, improvements, enhancements, updates, localizations and translations thereof (collectively, "**Company Technology**"), are, and at all times will remain, the sole and exclusive property of Company. Nothing contained in this Agreement may directly or indirectly be construed to assign or grant to Client or any third party any license, right, title or interest in or to the Company Technology except as necessary to use the Services, or as otherwise expressly provided in this Agreement.

(b) **Client Data, Anonymization, and Aggregation.** Client hereby grants Company a perpetual, nonexclusive license to (i) store, copy and use all data provided by or on behalf of Client to Company under this Agreement and in the course of providing the Services, including but not limited to source transaction system data ("**Client Data**") to the extent necessary to perform its obligations under this Agreement and comply with applicable law; (ii) retain Client Data for a commercially reasonable time for backup, archival, and/or audit purposes; and (iii) use and disclose Client Data in an aggregated, anonymized, and/or de-identified form for Company's business purposes, during and after the Term, such as, but not limited to, for benchmarking and industry analysis.

(c) **Acknowledgment of Trade Secrets.** Client acknowledges that the Services contain valuable trade secrets and confidential information owned by Company, which may include but are not limited to the development and status of the Services and

related software, the functionality of the Services, the appearance, content and flow of the Services' software screens, the method and pattern of user interaction with the Services, and the content of the Services documentation ("Trade Secrets"). Trade Secrets shall be treated as Confidential Information under this Agreement. The Company reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing Services under this Agreement.

(d) **Materials.** All materials furnished by the Company to Client ("Materials"), including but not limited to Company proprietary documents and forms, are provided under a personal, non-transferable, limited, revocable and nonexclusive license to Client to use Materials solely for the Client's own business use in connection with this Agreement. Client does not have the right to copy, distribute, reproduce, alter, display, or use these Materials any Company trademarks for any other purpose. Client agrees that (a) it will keep Materials as Confidential Information and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Client shall destroy the Materials or, if requested by the Company, return them to the Company. All right, title, and interest in, to, and under the Materials is and shall remain the sole property of the Company, subject to the rights expressly granted to Client in this Agreement. Client may not reverse engineer, decompile, or disassemble the Materials. All right, title, and interest, including copyright, patent, and other intellectual property right, in and to any improvements or enhancements made to the Materials shall automatically vest in the Company and be the sole property of the Company without any further action by Client or Company.

(e) **Publicity and Trademarks.** Neither Party may issue press releases or any other public announcement of any kind relating to this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, during the Term, either Party may include the name and logo of the other Party in lists (including on its website) of customers or vendors in accordance with the other Party's standard logo and/or trademark usage guidelines. Except as set forth herein, neither Party may use the trademarks and trade names of the other Party without the prior written consent of the other Party.

10. **Restrictions & Use.**

(a) **Restrictions and Use Guidelines.** Client shall use the Services solely for its internal business purposes as contemplated by this Agreement, and Client will not itself, nor shall Client permit or enable any third party to: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party for any unauthorized purpose or in any unauthorized manner; (ii) make any modifications of any type to any Services; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein, or otherwise disrupt, corrupt, or alter Services data or information from its intended state; (iv) attempt to gain unauthorized access to the Services or Company, or their related systems or networks; (v) decompile, disassemble, decode, reproduce, redesign, or reverse engineer the Services or its component parts, or attempt to do the same; (vi) send via, upload to, or store within the Services any malicious code; (vii) send via or store within the Services any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (viii) otherwise violate or hinder the Services or Company's rights in or to the Services.

(b) **Unauthorized Access.** Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and will notify Company immediately if it becomes aware of any unauthorized access to or use of the Services by any person.

(c) **Analytics & Monitoring.** Client agrees Company may monitor the use of the Services by Client to assess the quality of the Services, analyze users' use of the Services, and confirm Client's compliance with this Agreement. Client shall comply with all applicable laws and regulations in using the Services, will not use or require Company to use the Services for any unlawful purpose, and will not engage in any activity that interferes with or disrupts the Services. Company reserves the right to suspend the Services if Client violates any obligation set forth in this Section.

(d) **Encryption & Protection of Client Data.** Company employs commercially reasonable security measures that are designed to protect Client Data, including encrypting Client Data at various points in connection with the provision of the Services and while Client Data is in transit and at rest within the Services-related platform (the "Services Platform"). Client acknowledges that when Client Data is transferred or exported outside of the Services Platform, such Client Data is no longer encrypted and may be viewable. Client explicitly acknowledges and agrees that Client alone is solely responsible for the use and security of all Client Data outside of the Services Platform. In the event that Company must perform additional services with respect to a security breach or unauthorized access affecting Client Data caused by an act or omission of Client or a Provider, Company shall be compensated by Client at Company's then-current rates for such services.

11. **Data Security.** Each of the Parties is solely responsible for the security and integrity of its systems, software, equipment, and data centers that it uses in its business or in connection with the Services. Each of the Parties shall at all times be in material compliance with all applicable laws, regulations, and requirements relating to data security and privacy.

12. **Limitation of Remedies.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY

OF ITS ESSENTIAL PURPOSE. THE MAXIMUM AGGREGATE LIABILITY OF COMPANY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID TO COMPANY BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY. THE COMPANY WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE OR CONDITION BEYOND THE REASONABLE CONTROL OF COMPANY.

13. **Mutual Warranties.** Each Party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization (and in the case of Client, the authority to bind all Affiliates); and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

14. **No Other Warranty; General Warranty Disclaimer.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES NOT OTHERWISE SPECIFICALLY PROVIDED HEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES OF QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY THE COMPANY. COMPANY DOES NOT WARRANT THAT THE SERVICES OR HARDWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CLIENT'S USE OF THE SERVICES IS AT ITS OWN RISK.

COMPANY MAKES NO WARRANTIES AND ASSUMES NO RISK OR ANY LIABILITY RESULTING FROM CLIENT'S RELIANCE ON THE SERVICES, CLIENT'S USE OF THE SERVICES, OR OTHERWISE. CLIENT SHOULD NOT MAKE DECISIONS, INCLUDING HIRING AND TAX DECISIONS, SOLELY BASED ON THE SERVICES OR THE DATA OR INFORMATION PROVIDED THEREBY. COMPANY CANNOT AND DOES NOT PROVIDE HIRING, TAX, OR LEGAL ADVICE, INCLUDING BUT NOT LIMITED TO HIRING, TAX, OR LEGAL ADVICE PERTAINING TO HIRING-BASED TAX CREDIT PROGRAMS. COMPANY STRONGLY ADVISES CLIENT TO UTILIZE ADDITIONAL INFORMATION AND PROCESSES TO SUPPLEMENT THE SERVICES, INCLUDING, FOR EXAMPLE, ENGAGING WITH HUMAN RESOURCES, TAX, AND LEGAL PROFESSIONALS TO PROVIDE ADVICE AND COUNSEL TO MATTERS RELATING TO HIRING, HUMAN RESOURCES, TAX, AND LEGAL MATTERS AND ISSUES.

15. **Indemnification.**

(a) **By Company.** Subject to the Limitation of Remedies provisions herein, Company shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought by a third party against Client resulting from Company's gross negligence or willful misconduct in the provision of Services; provided, however, that Company shall have no such indemnification obligation to the extent such Claim arises from Client's negligence or willful misconduct.

(b) **By Client.** Client shall defend, indemnify, and hold Company harmless against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with the breach of any warranty or representation made by Client in this Agreement or in connection with a Claim made or brought by a third party against Company resulting from Client's gross negligence or willful misconduct with respect to its obligations hereunder or herein; provided, however, that Client shall have no such indemnification obligation to the extent such Claim arises from Company's negligence or willful misconduct.

(c) **Procedure.** As an express condition to the indemnifying Party's obligation under this Section, the Party seeking indemnification must: (a) promptly notify the indemnifying Party in writing of the applicable Claim for which indemnification is sought, provided that a delay or failure to provide such notice shall not relieve the indemnifying Party of its indemnification obligations under this Agreement except to the extent that the indemnifying Party has been prejudiced or otherwise harmed by such delay or failure; and (b) provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. The indemnifying Party may select counsel for defense of the Claim and direct the course of any litigation or other disputed proceedings concerning the Claim. The indemnified Party may select its own counsel and direct its own defense of a Claim if it chooses to do so, but it must bear the costs of its own counsel and any activities in any disputed proceeding conducted by counsel of its choosing. The indemnifying Party may settle any Claim, to the extent it seeks a money payment, with or without the consent of the indemnified Party. The indemnifying Party must obtain the indemnified Party's consent to any settlement to the extent it consents to injunctive relief or contains contract terms governing future activities that would materially affect the indemnified Party's business or interests, said consent not to be unreasonably withheld, conditioned or delayed.

16. **Notices.** All notices, requests and communications to the Parties shall be in writing and shall be given to the Parties at their respective address or email address as identified on the Order Form or to such other address or email address as either Party may hereafter specify by notice to the other Party. Each such notice, request, or communication shall be effective upon confirmed receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

17. **Force Majeure.** If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, that Party shall give to the other Party prompt written notice of the Force Majeure with reasonably full particulars concerning it. Thereupon the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure" shall without limitation mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, failure of utilities, failure of Internet Collocation Facilities or other Internet failure, any unauthorized server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

18. **General Provisions.** Except as otherwise agreed, there are no third-party beneficiaries to this Agreement. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. The provisions of this Agreement are severable and the unenforceability of any provision shall not affect the validity or enforceability of such other provisions. Client may not assign this Agreement except with the Company's prior written approval. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. This Agreement shall be governed exclusively by the internal laws of the State of Indiana, without regard to its conflicts of laws rules. Any claims relating to this Agreement shall be brought in state or federal courts located in Marion County, Indiana and each Party hereby consents to the exclusive personal and subject matter jurisdiction of such courts. Each Party also waives any right to jury trial in connection with this Agreement. If the Company resorts to legal action for the redress of a breach of this Agreement, it shall be entitled to an award of all costs and reasonable attorneys' fees. This Agreement constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Company. Electronic transmissions of signatures shall be allowed hereunder and shall be effective as delivery of a manually executed signature page of this Agreement. No action under this Agreement may be brought by Client more than one (1) year after the cause of action has accrued. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile, email, or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.