Word of Mouth Computers and Electronics, LLC

Master Service Agreement

This Master Service Agreement (hereinafter referred to as "MSA" or "Agreement") is entered into by and between Word of Mouth Computers and Electronics, LLC ("Consultant"), located at 8942 SE Bridge Road, Hobe Sound, FL 33455, and the clients ("Company") who engage Consultant to provide services as described in each Statement of Work and/or Service Schedule entered by the Parties, which incorporates this MSA by reference. Each Statement of Work and/or Service Schedule will set forth the specific services, compensation, and other terms and conditions applicable to that engagement (collectively, the "Services Agreement").

RECITALS

WHEREAS Consultant is in the business of cyber security solutions management and business information systems management.

WHEREAS, Company desires to have Consultant provide cyber security and technology management services ("Services") as purchased by Company from time to time by way of a service schedule ("Service Schedule"), service agreement, pricing appendix, purchase or service order, or other approved method of purchasing products or services from Consultant ("Service Order"), in exchange for the Compensation specified in this Agreement or any applicable Service Schedule, Service Order or Invoice prepared by Consultant; and

WHEREAS Consultant is willing and qualified to provide such Services to Company as defined in this Agreement.

NOW, THEREFORE, Company agrees to hire Consultant and the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – GENERAL

1.1 Term and Termination. This Agreement shall remain in effect in accordance with the terms of the applicable Statement of Work or Service Schedule. Each Statement of Work or Service Schedule shall have its own term provisions. Unless otherwise provided in the Statement of Work or Service Schedule, the provisions set forth in this MSA are in effect, unless and until it is terminated by either Party by providing the other Party with sixty (60) days' notice in accordance with the notice provisions of this Agreement.

1.1.1 This Agreement may be terminated by the Client upon sixty (60) day's written notice if:

1.1.1.1 The Service Provider fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.

1.1.1.2 The Service Provider breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.

1.1.1.3 The Service Provider terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

1.1.2 This Agreement may be terminated by the Service Provider upon thirty (60) days written notice to the Client.

1.1.3 If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

1.2 Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, Consultant is serving as an independent contractor, and is neither an employee nor a partner, joint venturer, or agent of the Company. Neither party shall bind or attempt to bind the other to any contract, and any such contracts entered in violation of this provision shall be void and unenforceable. Company will not provide fringe benefits of any kind to Consultant or its members, employees, agents, and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers' compensation insurance.

As an Independent Contractor, unless this Agreement or an applicable Service Schedule or Service Order specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Consultant or its employees, contractors, and affiliates, shall be determined by Consultant.

It is further understood that as an independent contractor, Consultant may have other clients and may provide any services to any third party during the term of this Agreement.

ARTICLE 2 – SERVICES AND SERVICE ORDERS

2.1 Scope of Services. Beginning on the Effective Date Consultant agrees to undertake and provide the Services described in the Statements of Work attached to this agreement and any subsequent Schedules or Service Orders approved by Consultant (hereinafter collectively referred to as the "Services").

2.2 Service Orders. Orders for specific services shall be placed by filing a Service Order. When placing an order for a specific service, Company acknowledges that it is solely responsible for the accuracy of all information provided to Consultant. Each Service Order shall be subject to and shall incorporate by reference the provisions of this Agreement and shall clearly set forth the type of Services to be provided; the term; pricing; location(s); any monthly recurring charges ("MRC"); non-recurring charges ("NRC"); additional software, equipment and other costs or expenses payable by the Company; and any additional specific terms applicable to the performance of the Services. All Service Orders shall be subject to availability and acceptance by Consultant. A Service Order will be deemed accepted by Consultant once the Service has been scheduled with or delivered to Company.

2.3 Service Order Term. The term of each Service Order will commence on the service activation date for each new service, as specified by Consultant when accepting the Service Order ("Service Activation Date") and shall continue for the period of time specified in that Service Order or until the Service Order has been renewed or terminated as specified herein. If the Service Order is for an ongoing or recurring Service and, upon expiry of the initial term the Service Order has not been renewed, the Service Order shall automatically renew for one (1) year periods (collectively, the "Service Term") until Services are terminated by either Party at least sixty (60) days' written notice prior to the end of the Service Term. Company shall continue to be responsible for payment to Consultant for the Services to be terminated through the end of the notice period. Following the initial Service Term stated in any Service Order, Consultant reserves the right to increase rates for any Services provided thereunder upon at least sixty (60) days' written notice.

2.4 Service Termination. Unless otherwise specified in the Service Order, if the Company terminates a Service Order without good cause, or if Consultant terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiration of the Service Term, the Company shall pay Consultant an amount equal to the MRC for the Service(s) for the balance of the Service Term, plus any additional NRC or other Charges incurred by Consultant pursuant to the Service Order including any and all software, equipment, subscription, installation and special construction costs, and any and all other costs and fees incurred by Consultant in connection with providing the Service.

Company acknowledges that the actual damages likely to result from an early termination are difficult to estimate on the Effective Date. Therefore, if Company cancels a Service or Service Order before the Service Activation Date, it will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs, and any and all other costs and fees incurred by Consultant, whether previously waived or not, and any third-party charges incurred by Consultant with respect to such cancelled Service.

2.5 Assignment and Outside Contractors. Consultant may, with the prior consent of the Company, engage such persons, corporations, or other entities as it reasonably deems necessary for the purpose of performing Services under this Agreement; provided, however, that Consultant shall remain responsible for the performance of all such Services and shall be considered to engage with any third-party persons, corporations or other entities on its own behalf.

2.6. Exclusions. While Consultant will always make the best possible efforts to provide support and troubleshoot issues as requested, this agreement only applies to the systems and services listed in the Service Schedule and applicable Service Orders. In addition, this Agreement does not cover a) issues caused by using equipment, software or service(s) in a way that is not recommended; b) issues resulting from unauthorized changes made by Company to the configuration or setup of equipment, software or Services; c) issues caused by Company's actions that have prevented or hindered Consultant in performing required and recommended maintenance upgrades; d) issues resulting from work performed by Company or any of its contractors other than Consultant on the systems, software and equipment that falls under this Agreement.

2.7 Company Responsibilities. Company will use the assets such as software, equipment, IT systems, etc. covered under this Agreement or any Service Schedule or Service Orders as intended. Additionally, Company will a) notify Consultant of any issues or problems with said assets in a timely manner; b) provide Consultant with access to the assets for the purposes of maintenance, updates, and fault prevention; c) keep Consultant informed about potential changes to its IT system; and d) maintain good communication with Consultant at all times.

ARTICLE 3 – BILLING AND PAYMENTS

3.1 Charges and Billing. Company shall pay all monthly recurring charges ("MRC") in advance and all other Charges monthly in arrears. All Charges shall be payable in U.S. Dollars, no later than ten (10) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes.

"Charges" means the fees, rates, and charges for the Services, as specified in the applicable Service Order or as otherwise invoiced by Consultant pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue on the date the Service is provisioned by Consultant. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Consultant.

3.2 Late Payments. If Company is late in making payment, it shall pay a late fee on any late payments at the higher of one and a half percent (1.5%) per month or the maximum rate allowed by applicable law. If Consultant uses a collection agency or attorney to collect a late payment or returned payment, Company agrees to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Consultant under the Agreement, at law or in equity.

3.3 Suspension of Services for Non-Payment. If Company fails to make any payment due to Consultant under this Agreement, Consultant may suspend performance of the Services without liability to Company until such payment is made. Any suspension of Services under this Section shall not relieve Company of its obligation to pay any outstanding fees or charges payable to Consultant under this Agreement.

3.4 Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Company shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

3.5 Invoice Disputes. To the extent that Company disputes any portion of an invoice in good faith, it shall notify Consultant in writing and provide detailed documentation supporting its dispute within ten (10) days of the invoice date or the Company's right to any billing adjustment shall be waived. In the event of a billing dispute, Company shall timely pay all undisputed amounts. If the dispute is resolved against Company, Company shall pay such amounts due plus interest from the original Due Date. Company may not offset disputed amounts from one invoice against payments due on the same or another account.

3.7 Payment Approval as Acknowledgement of Services Rendered. and include the following language. Company acknowledges that every payment made to Consultant under this Agreement is a reaffirmation and explicit approval of the services being provided by Consultant. By making such payment, Company affirms that Consultant has performed its obligations under this Agreement in accordance with the terms and conditions set forth herein.

3.8 Changes and Fee Estimates. Fees shall be subject to change by Consultant upon no less than thirty (30) days' written notice to Client. Any fee estimates provided by Consultant at Company's request are for informational purposes only and may differ from the rate(s) ultimately payable by Company pursuant to a subsequent invoice, Service Order or Service Schedule.

3.9 Refunds and Cancellations. The fees charged under this Agreement are non-refundable. No refunds will be given after Consultant has commenced work pursuant to this Agreement or any Service Order or Service Schedule. Partial refunds requested prior to commencement of Consultant's work may be given at Consultant's discretion, subject to an administrative and cancellation fee of 30% of the fees already paid, or up to $5,000 whichever is greater.

ARTICLE 4 – LIMITED WARRANTY

4.1 Limited Warranty. Consultant warrants, for a period of thirty (30) days following delivery of any services hereunder (the "Warranty Period") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Consultant's sole liability (and Client's exclusive remedy) for any breach of this Warranty shall be for Consultant to re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within fifteen (15) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to any Warranty claim if (1) it is notified of such claim after the Warranty Period or (2) the claim is the result of third-party hardware of software, the actions of Client, or the actions or omissions of some other party or is otherwise caused by factors outside the reasonable control of Consultant.

THIS SECTION IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY CONSULTANT. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY CONSULTANT. COMPANY MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

Consultant will pass along to the Company any third-party warranties relating to any goods purchased and/or installed by Consultant on Client's premises and/or equipment.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 Aggregate Limit of Liability. The Consultant's liability under this Agreement shall be limited to the equivalent of one month of Monthly Recurring Charges (MRC) for the specific service(s) provided by the Consultant.

In no event shall the Consultant be liable for any indirect, incidental, special, or consequential damages, including but not limited to damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use incurred by the Company or any third party, whether in an action in contract, warranty, tort (including negligence), or strict liability, even if the Consultant has been advised of the possibility of such damages.

The Consultant shall not be responsible for any problems that may occur as a result of the use of any third-party software or hardware.

The aggregate amount of liability the Company may recover from the Consultant under this Agreement for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to the services and/or this Agreement, from any cause or causes, including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty ("Company's Claims"), shall not exceed the total payments made to the Consultant by the Company pursuant to this Agreement in the immediately preceding month. This limitation represents the Consultant's total liability for all of the Company's Claims.

The limitations set forth in this section shall not apply to personal injury or damage to tangible property caused by the willful misconduct or gross negligence of the Consultant.

The limitations of liability and exclusions of damages set forth in this section shall apply to the fullest extent permitted by applicable law and shall survive the termination or expiration of this Agreement.

ARTICLE 6 – INSURANCE

6.1 General Liability Insurance. Each Party agrees to maintain, through a reputable carrier licensed to do business in the State of Florida, comprehensive liability insurance including general liability. It is also strongly recommended that each party maintains insurance for contractual liability and property damage.

6.2 Cyber Liability/Other Insurance. Company agrees to maintain, through a reputable carrier licensed to do business in the State data security, data breach liability and cyber liability coverage.

Each Party agrees to maintain insurances in commercially reasonable amounts, calculated to protect itself and the other party to this Agreement from the consequences of claims that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by that Party, its employees, agents, or anyone directly or indirectly engaged or employed by that Party or its agents.

ARTICLE 7 – INDEMNITY

7.1 Release and Indemnification. Each Party agrees to release, indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Consultant is not obligated to indemnify Company, and Company shall defend and indemnify Consultant hereunder, for any claims by any third party, including any clients and/or customers of Company, arising from services provided by Company that incorporate any of the Services being provided by Consultant hereunder, including but not limited to (a) the violation of any applicable law by the Company or the Company's clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Company's clients and/or customers; (c) termination or suspension of Services of Company or Company's clients and/or customers due to a Company Default; or (d) claims by any third party, including without limitation Company's clients and/or customers, arising out of or related to the use or misuse of any Service. In all claims for Indemnity under this paragraph, the Indemnifying Party's obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party's own negligence.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 – CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality. Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of his section, such information shall not be disclosed by the Party receiving the information to any third party and shall not be used by either Party for purposes other than those contemplated by this Agreement.

8.2 Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

8.2.1 Any materials regardless of form furnished by either Party to the other for use.
8.2.2 Any information furnished by any Party that is stamped "confidential," "proprietary," or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret.
8.2.3 Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data, and knowledge of either Party.
8.2.4 Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party.
8.2.5 Any non-public inventions the rights to which have not been assigned to the Party receiving the information.
8.2.6 Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information.
8.2.7 Any information shared within the context of business-related discussions in any medium of communication.

and other proprietary information owned by either Party, (collectively "Confidential Information"), which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes, or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes.

Consultant shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

8.3 Non-Disclosure. Neither Company nor Consultant will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any such Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose, or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this paragraph shall be a material violation of this Agreement.

8.4 Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "Agents") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.

8.5 Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven.

The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8.6 Data Protection. The Parties acknowledge that Consultant may have access to certain of Company's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to Company's business or financial affairs, or to Company's projects, transactions, clients, customers, partners, vendors or any other person or entity, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or Service Order. Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for Company. Consultant will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of Company's personnel, clients, customers, and contractors.

ARTICLE 9 – DEFAULT

9.1 Default by Company. Company is in default of this MSA if it (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Consultant; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Consultant; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Company Default").

In the event of a Company Default, Consultant may suspend Services to Company until Company remedies the Company Default, or Consultant may terminate this Agreement and/or any or all of the Services being provided hereunder. Consultant may at its sole option, but without any obligation, cure a non-monetary breach at Company's expense at any point and invoice Company for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Consultant at law or in equity.

9.2 Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that Service-related failure or degradation in performance is not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth in under the Limited Warranty and Limitation of Liability sections of this Agreement. In the event of a Consultant Default, Company may terminate the Services and this Agreement upon written notice to Consultant. Any termination shall not relieve Company of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 – NON-SOLITICATION

10.1 Non-Solicitation of Personnel. The Company acknowledges that, for as long as this Agreement is in effect and for twelve (12) months following its termination, the Company shall not, directly or indirectly, individually or on behalf of any person or entity, solicit or contact any employee, contractor, vendor, supplier, affiliate, or business partner of the Consultant ("Business Personnel") in an attempt to induce or encourage them to discontinue, reduce, or refrain from engaging in any business relationship with the Consultant. The Company further agrees not to request, advise, induce, aid, endeavor, or influence any of the Consultant's established Business Personnel to withdraw, curtail, or terminate their business with the Consultant.

10.2 Exceptions; Permitted Hirings. The Consultant may employ or accept the business of any Business Personnel who independently approach the Consultant on their own initiative, without any direct or indirect solicitation or encouragement by the Consultant. This also includes Business Personnel whose business relationship with the Company has ended without any inducement or involvement from the Consultant.

10.3 Injunctive Relief. The Company hereby acknowledges the following: 1) a breach of any of its duties under this Agreement by the Company may cause irreparable damage to the Consultant, and 2) monetary damages would be an insufficient remedy to compensate the Consultant for such harm resulting from the breach. Therefore, in the event of a breach, the Consultant shall be entitled to seek injunctive relief and/or preliminary injunction against the Company, without the need to post a bond, in addition to any other remedies available at law or equity, to enforce such provisions.

ARTICLE 11 – MISCELLANEOUS

11.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when personally delivered, sent by e-mail, or forty-eight hours after being deposited in the United States mail as certified or registered U.S. mail with postage prepaid, addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address or e-mail address as such party last provided to the other by written notice conforming to the requirements of this paragraph.

11.2 Entire Agreement. This Agreement, together with all attachments, schedules, exhibits and other documents that are incorporated by reference herein, constitute the entire agreement between the Parties, represent the final expression of the Parties' intent and agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties and shall be effective upon being signed by both Parties.

11.3 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed, and enforced as so limited.

11.4 Successors and Assigns. Company shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Consultant. This Agreement may be assigned by Consultant (i) pursuant to a merger or change of control of Consultant, or (ii) to an assignee of all or substantially all of Consultant's assets. Any purported assignment in violation of this section shall be void.

11.5 Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

11.6. No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements, or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

11.7 Declined Services. Consultant may recommend certain products, services, and/or managed IT/security solutions designed to enhance the Company's overall IT network and security platform or address specific risks and advancements in the field of information technology or cybersecurity. While the Company always retains the freedom to choose whether or not to follow Consultant's recommendations, if the Company refuses a recommended product or service for any reason, it agrees that by doing so, it fully accepts all risks associated with not following Consultant's recommendations. The Company further agrees to release, indemnify, and hold Consultant harmless from and against any and all liabilities, claims, causes of action, lawsuits, and/or demands of any kind or nature, whether in law or equity. This includes all direct, indirect, incidental, special, or consequential damages (including, but not limited to, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expenses incurred by the Company or any third party), as well as any and all other claims arising from any hardware or software that Consultant advised the Company to change or upgrade, or any other decision by the Company to not follow Consultant's recommendations in improving its IT network. In the event of a cybersecurity/data breach, data loss, or other damage involving any hardware, software, or equipment that Consultant recommended to be upgraded or replaced, the Company acknowledges that handling and remediation of such breach is beyond the scope of this Agreement, and it accepts full responsibility for any such loss, breach, or damage. The Company agrees not to hold Consultant responsible or legally liable for its decision to not follow Consultant's recommendations and/or any future consequences relating to or arising from that decision.

11.8. Force Majeure. Either Party who fails to timely perform their obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below.

For purposes of this Agreement, "Force Majeure Event" means any event, circumstance, occurrence, or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other labor disputes; riots; explosions; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

11.9 Mediation and Arbitration. If a dispute arises under this Agreement, the Parties hereby agree to first attempt to resolve said dispute by submitting the matter to a mutually agreed-upon mediator in the State of Florida. The Parties agree to share any mediation costs and fees, other than their respective attorney fees, equally.

If the dispute is not resolved through mediation, the Parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association, and each Party hereby consents to any such disputes being so resolved. Judgment on the award so rendered in any such arbitration may be entered in any court having jurisdiction thereof.

11.10 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Florida, excluding that State's choice-of-law principles.

11.11 Choice of Forum. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings, including any arbitration, mediation and/or litigation between the parties, to the extent permitted under this Agreement and arising out of same, shall be filed, initiated, and conducted in the State of Florida. Unless the provisions of this Agreement exclude litigation as a remedy in a dispute by the Parties, it is hereby agreed that any litigation arising out of this Agreement must be filed and litigated in a state or federal court located in the State of Florida. In connection with the foregoing, to the extent that litigation is a permissible method of dispute resolution under this Agreement, each Party hereby consents and submits to the exclusive jurisdiction of those courts for purposes of any such proceeding and waive any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

11.12 Attorney Fees. In the event that any arbitration, suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

11.13 Fee Recovery and Collection Costs. In the event that the Company fails to make timely payments for the services rendered by the Consultant as per the terms of this Master IT Services Agreement, the Consultant shall be entitled to collect any outstanding amounts, including all fees, costs, and expenses incurred in the process of collection.

The Consultant reserves the right to charge the Company for any reasonable collection costs incurred, which may include, but are not limited to, attorney fees, court costs, collection agency fees, and other related expenses. These costs shall be in addition to any outstanding amounts owed by the Company.

The Consultant may choose to engage a third-party collection agency to facilitate the collection process. In such cases, the Company shall be responsible for reimbursing the Consultant for any fees or commissions payable to the collection agency.

The Consultant's right to collect costs and fees for collections shall not prejudice any other rights or remedies available to the Consultant under this Agreement or at law. The Consultant's exercise of this right shall be without prejudice to its right to terminate the Agreement or pursue any other legal remedies available in the event of non-payment by the Company.

This Fee Recovery and Collection Costs clause shall survive the termination or expiration of this Agreement until all outstanding amounts, including any applicable collection costs, have been fully settled by the Company.

11.14 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

11.15 Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore, this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement.