

Master Service Agreement

WHEREAS, the Company desires to obtain the professional services of Service Provider; and

WHEREAS, the Service Provider and Company desire to enter into this Agreement to define the respective rights and duties as to all services to be performed.

NOW, THEREFORE, in consideration of covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions.

1.1. **"Deliverables"** means any tangible works produced as a result of the Services and delivered to Company including, without limitation, those identified as deliverables in an applicable SOW.

1.2. **"Improvement"** means any extensions, enhancements, derivative works (as defined in 17 U.S.C. § 101), improvements, or further developments to any Independent Materials or Intellectual Property Rights (to the extent any of the foregoing is protectable under applicable laws), whether conceived or developed alone by either Party or jointly by the Parties, in its performance hereunder, along with all associated Intellectual Property Rights. For the avoidance of doubt, and without limiting the foregoing, Improvements include any of the foregoing resulting at least in part from feedback, suggestions, or recommendations provided by the other Party.

1.3. **"Independent Materials"** means any programs, compilers, interpreters, linkers, routines, subroutines, hardware, devices, systems, products, materials or methodologies, reports, studies, data, diagrams, charts, specifications, works or materials created and/or developed by a Party prior to or independently of the activities contemplated herein, along with all associated Intellectual Property Rights.

1.4. **"Innovations"** means, to the extent conceived or developed, whether alone by either Party or jointly by the Parties, in its performance hereunder: all discoveries,

concepts, and ideas, whether able to be patented or copyrighted or not, including without limitation, apparatus, processes, compositions of matter, techniques and formulae, as well as derivative works and improvements thereof or know-how related thereto, and further includes flow charts and computer program source code and object code, regardless of the medium in which it is fixed, notes, drawings, memoranda, correspondence, records, and notebooks, in each case of the foregoing.

1.5. **“Intellectual Property Rights”** means, collectively, any and all rights and interest in and to: all current and future worldwide patents, patent applications, copyright and trademark registrations and applications therefore, moral rights, inventions, discoveries, utility models, industrial designs, know-how, data, metadata, databases, models, code, software, drawings, mask works, works of visual art and any other work that may be the subject matter of copyright protection, flowcharts, composition of any matter and all intellectual property and/or industrial property rights of the United States or any other state, country or jurisdiction, whether registrable or not.

1.6. **“Services”** means the services provided by Service Provider to Company pursuant to and as described in an applicable Engagement Introduction and SOW(s).

2. Scope of Services.

2.1. Services. During the Term, Service Provider shall provide Company the Services and deliver the Deliverables described in an applicable Engagement Introduction and/or one or more written statements of work that incorporate this Agreement by reference (each, a **“Statement of Work”** or **“SOW”**). For ease of reference, Engagement Introduction and SOWs may be collectively referred to herein as Statements of Work or SOWs. Each Statement of Work will be effective only when signed by Service Provider and Company. In the event of a conflict between the body of this Agreement and any Statement of Work or schedule, the body of this Agreement will govern, unless such SOW or schedule makes specific reference to the section of this Agreement that is to be amended in the SOW or schedule. Any such exceptions expressly agreed upon in writing by Service Provider and Company pursuant to a particular SOW or schedule will apply only for purposes of that SOW or schedule and will not be deemed in any way to amend, modify, cancel, or waive the provisions of this Agreement for any other SOW or schedule. Any modifications

or changes to the Services following execution of a Statement of Work must be memorialized in a mutually agreed upon change order (a **"Change Order"**) signed by both parties. Service Provider shall ensure all project staff assigned to perform under this Agreement have experience with performing the tasks to which they will be assigned under this Agreement. Company agrees that Service Provider may assign, transfer, delegate, or subcontract any of the Services under this Agreement without the prior written consent of Company, unless otherwise indicated in an applicable Statement of Work.

2.2. Acceptance Procedures. Company will have a period of ten (10) business days (**"Acceptance Period"**) upon first access to the completed Services and Deliverables to examine and test the Services and Deliverables to determine whether, in Company's reasonable judgement, the Services and Deliverables provide the features, functionality, and performance characteristics described in a SOW hereof (**"Acceptance Criteria"**). Within three (3) business days of the expiration of the Acceptance Period, Company shall either: (a) notify Service Provider of its acceptance (**"Acceptance"**) of the respective Services and Deliverables (**"Notice of Acceptance"**); or (b) provide Service Provider with notice of any defects that cause the Services and/or Deliverables not to be in substantial accordance with the Acceptance Criteria. Service Provider shall use its best efforts to cure any defects described in such notification. Upon receipt of the corrected Services and/or Deliverable, Company shall have a new Acceptance Period to reexamine and retest the Services and/or Deliverables to determine whether Service Provider has cured the defects listed in Company's notice. In the event the Services and/or Deliverables are not cured within this time period, Company, at its sole discretion, shall have the right and option to: (i) extend the cure period for such defective Services and/or Deliverable(s), (ii) terminate this Agreement and receive a refund of all Fees paid under such SOW. The date of Acceptance shall be the date that Company provides a Notice of Acceptance to Service Provider (**"Acceptance Date"**). The Parties agree that no more than two (2) cycles of defect resolution and re-acceptance shall be permitted under this Section unless mutually agreed in writing. If Company does not provide written notice of acceptance or defects within the timelines set forth in this Section, the Services and Deliverables shall be deemed accepted as of the expiration of the Acceptance Period. Acceptance by this procedure or Company commencing use of deliverables as intended in SOW acknowledges completion and acceptance of any SOW.

2.3. Company Cooperation. Company shall cooperate fully and promptly with Service Provider in all matters relating to the Services. Company shall respond promptly to Service Provider's requests for information, approvals or authorizations, and access to facilities. Upon request Company will, at Company's expense, provide Service Provider with necessary credentials or licenses to access any electronic services or software. Service Provider shall not be held in default if performance of the Services is delayed by Company's failure to provide requested information or access to Company's resources.

2.4. Services Licenses. To the extent necessary for Service Provider to provide the Services, Company hereby grants to Service Provider during the Term a limited, non-exclusive, non-transferable (except as provided in Section 10.2), non-sublicensable (except in connection with subcontracting applicable Services) license under all Intellectual Property Rights therein and thereto, to use Company's relevant Independent Materials to provide the Services to Company, in all cases in strict accordance with the terms set forth in this Agreement.

3. Fees, Expenses, and Payment.

3.1. Company shall pay to Service Provider the amounts described in an applicable Statement of Work for the Services ("**Fees**") in accordance with the corresponding payment terms set forth therein. Unless otherwise set forth in an applicable Statement of Work, Company agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses necessary to perform the Services.

4. Term and Termination

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall end on the earlier of: (i) final completion of the Services, or (ii) termination pursuant to this Section 4.

4.2 Grounds for Termination.

4.2.1. Material Breach. In the event of a material breach of this Agreement by either Party hereto, the other Party shall provide written notice to the breaching Party (the "**Breach Notice**") specifying the nature of the breach. In the event such breach is not cured to the reasonable satisfaction of the non-defaulting Party within thirty (30) days after service of the Breach Notice the non-breaching Party may terminate the

applicable SOW(s) and/or this Agreement upon the giving of a written notice of termination to the breaching Party. Notwithstanding the foregoing, Service Provider may terminate this Agreement immediately without prior notice if Company fails to pay any invoice within forty-five (45) days of the invoice date.

4.2.2. Convenience. Either party may terminate this Agreement with thirty (30) days prior written notice.

4.2.3. Bankruptcy. If either Party hereto shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such Party to be bankrupt or insolvent, or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement upon ten (10) days prior written notice to such Party.

4.2.4. Force Majeure. Service Provider shall not be responsible for any failure to meet any obligations due to matters beyond its reasonable control provided the Service Provider makes reasonable efforts to perform. Without limitation, acts that may delay Service Provider's performance include acts of God, epidemics, shutdowns by civil or military authorities, terrorist acts, civil disturbances, war, strikes, fires, other catastrophes, labor disputes, parts shortages, telecommunication breakdowns, power outages or other events beyond Service Provider's control.

4.2.5. Otherwise. This Agreement may be terminated as otherwise expressly provided in this Agreement.

4.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason:

4.3.1. Services. Service Provider's obligation to provide the Services shall immediately terminate.

4.3.2. Remedies. Termination of this Agreement will not affect any amounts earned or owed prior to such termination. The effects of termination set forth in this Section 4.3 are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

4.3.3. Early Termination Fee. Company acknowledges and agrees that Service Provider may incur certain up-front expenses when performing the Services which it typically recoups via amortization over the course of the Term; accordingly, to the extent Company terminates a SOW or this Agreement for convenience under Section 4.2.2, Company hereby agrees to reimburse Service Provider for all such up-front expenses on a prorated basis including, without limitation, those expressly identified as “up-front expenses” in a corresponding SOW.

4.3.4. Surviving Rights. The expiration or termination of this Agreement will not release either Party from any liabilities or obligations set forth herein which (i) the Parties have expressly agreed herein will survive any such expiration or termination or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination including, without limitation, the rights and obligations set forth in Section 3 (Fees, Expenses, and Payment), Section 4.3 (Effects of Termination), Section 5 (Confidentiality), Section 6 (Proprietary Rights), Section 8 (Limitation of Liability), Section 9 (Indemnification), and Section 10 (General).

5. Confidentiality

5.1. Each Party agrees to keep confidential and not disclose to any person or entity not party to the Agreement, nor copy or use for its own personal benefit any of the other Party’s confidential or proprietary information (the “**Confidential Information**”), including, without limitation, the other Party’s technical, proprietary, or business information or the other Party’s, patients, patient information, customers or suppliers acquired during or as a result of the relationship between the parties. Each Party acknowledges that the other Party remains the sole and exclusive owner of all right, title and interest in and to the other Party’s Confidential Information. The above obligations of confidentiality do not extend to any information that: was in the possession (directly or indirectly) of the other party at the time of disclosure; is or shall become, through no fault of the parties, available to the general public; or is

given by a third party without an obligation of confidentiality, who has a right to do so; or is independently developed by the receiving party without use of the Confidential Information of the disclosing party. If Confidential Information of the disclosing Party is required to be disclosed by the recipient Party pursuant to applicable law, regulation, judicial order or other legal process, the recipient Party may disclose such Confidential Information as legally required provided; however, that to the extent the recipient Party is permitted to do so under applicable law, the recipient Party shall: (i) first provide the disclosing Party advance prompt written notice and an opportunity to seek confidential treatment thereof and/or obtain a protective order therefore, and (ii) cooperate with the disclosing Party to protect the disclosing Party's Confidential Information. Neither Party will disclose the contents of this Agreement without the prior written consent of the other Party. Neither Party shall disclose to the other Party hereto any information which is confidential and/or proprietary to a third party without first obtaining the written consent of such third party. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

6. Property Rights.

6.1. Independent Materials. Each Party shall retain full title and ownership of its respective Independent Materials. Title to and ownership of any and all Improvements created or developed in connection with performance under this Agreement, whether conceived or developed alone by either Party or jointly by the Parties, shall be the sole property of the Party whose Independent Materials were improved ("**Improved Party**"). The other Party shall irrevocably assign, and does hereby irrevocably assign, to the Improved Party any and all right, title, and interest it may have in such Improvements. To the extent Service Provider's Independent Materials are incorporated into any Deliverables, Service Provider hereby grants to Company a perpetual, irrevocable, fully paid up, royalty free, worldwide, non-exclusive, and non-transferable (except as provided under Section 10.2) license under all Intellectual Property Rights therein and thereto, now existing or hereafter arising, through all media now known or hereafter developed, to use, display, distribute, reproduce, copy, and to otherwise exploit such Independent Materials, including by making, having made, using, selling, offering for sale, or importing any technology in connection therewith. Notwithstanding the foregoing, Customer may not do any of the foregoing separate from enjoying its rights granted hereunder in connection with the Deliverables.

6.2. Deliverables. Provided that Company is current on its payment obligations for amounts due under the applicable SOW, and subject to Section 6.1 and Section 6.3, (a) Company shall be the sole and exclusive owner of all right, title, and interest in and to the Deliverables, along with all Intellectual Property Rights therein; (b) Service Provider agrees that the Deliverables constitute “works made for hire” for Company as defined in 17 U.S.C. § 101 and as such shall be the exclusive property of Company; and (c) to the extent that any of the Deliverables do not constitute a “work made for hire,” Service Provider hereby irrevocably assigns to Company any and all right, title and interest Service Provider may have in and to the Deliverables, along with all Intellectual Property Rights therein.

6.3. Third-Party Materials. Certain Deliverables may contain software components and libraries owned by third parties (“**Third-Party Components**”). To the extent applicable, such Third-Party Components have either been licensed to Service Provider for provision to Company or must be licensed directly to Company by the respective owner for use with the Services and/or Deliverables. The use of Third-Party Components by Company may be subject to additional terms and conditions. By accepting this Agreement, Company is also accepting the additional terms and conditions, if any, under which such third-party software is provided. Service Provider shall identify all such third-party software components for Company upon delivering the Deliverables to Company. An applicable SOW may include links to or copies of additional terms and conditions associated with certain Third-Party Components anticipated to be incorporated into the Services and/or Deliverables.

6.4. Innovations. As between the Parties, all title to and rights in Innovations not constituting Improvements to Company’s Independent Materials, including without limitation all associated Intellectual Property Rights, are the exclusive property of Service Provider. Company shall assign, and does hereby assign, to Service Provider any and all right, title, and interest Company and its personnel may have in such Innovations.

6.5. Further Assurances. Each Party agrees to cooperate with the other Party in executing and delivering such documents and other papers in a timely manner as are necessary or desirable to carry out their respective obligations and permit the filing and prosecution of any applications for patents, copyrights or other Intellectual Property Rights. Each Party shall cause its employees and agents to, sign, execute and acknowledge or caused to be signed, executed and acknowledged any and all

documents and to perform such acts as may be reasonably requested by the other Party for the purposes of perfecting the foregoing assignments and ownership rights, and enforcing and defending Intellectual Property Rights as set forth herein. Each Party further agrees that its obligation to sign, execute, and acknowledge, or cause to be signed, executed and acknowledged, when it is in its power to do so, any such documents will survive following the termination of this Agreement.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party that: (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (c) this Agreement constitutes a legal, valid and binding agreement of such Party, enforceable against such Party in accordance with its terms; and (d) its execution, delivery and performance of this Agreement throughout its duration does not and will not require consent from any third party and will not violate (with the lapse of time or giving of notice or both) rights granted by such Party to any third party or violate or otherwise interfere with the provisions of any agreement to which such Party is a party or otherwise bound, preclude such Party from complying with the provisions hereof, or violate any applicable law or regulation or judicial order.

7.2. Service Provider's Representations and Warranties. In performing its obligations under this Agreement, Service Provider represents and warrants that: (i) it will perform with the degree and skill ordinarily exercised by other members of the profession under similar circumstances; (ii) it shall use commercially reasonable efforts to prevent the introduction of any viruses, worms, or other harmful or destructive code into the Deliverables and Company's systems; and (iii) it has obtained all necessary governmental licenses required to perform the Services.

7.3. Company's Representations and Warranties. In performing its obligations under this Agreement, Company represents and warrants that Company has provided notifications to, obtained consents from, and otherwise has all rights necessary (and will continue to ensure the foregoing) to: (i) transmit, upload, permit access to, or otherwise provide any and all materials and data which it and/or users of the Services and Deliverables provide to Service Provider (including any personal information contained therein), whether directly, indirectly, or through the Services

or Deliverables; and (ii) for Service Provider and its subcontractors to use such materials and data in accordance with this Agreement.

7.4. Disclaimer of Representations, Warranties, and Covenants. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH IN THIS SECTION 7, SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS, AND SERVICE PROVIDER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

8. Limitation of Liability.

8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDER'S TOTAL CUMULATIVE LIABILITY TO COMPANY, INCLUDING PURSUANT TO ITS INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS HEREUNDER, FOR ANY ALLEGED DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION(S), SHALL BE LIMITED TO THE TOTAL FEES PAID BY COMPANY TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE SIX MONTHS PRIOR TO THE DATE THE EVENT FROM WHICH THE DAMAGES ARISE.

9. Indemnification.

9.1. Indemnification. Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and its respective officers, directors, employees, agents, advisers and representatives ("**Indemnified Parties**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments,

settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to any actual or alleged breach by the Party of its representations or warranties made under Section 7 of this Agreement.

9.2. Indemnification Procedure. Promptly after receipt by an Indemnified Party of notice of commencement of any action involving the subject matter of the foregoing indemnity provisions, such Indemnified Party will promptly notify the Indemnifying Party of the commencement thereof. Failure promptly to so notify the Indemnifying Party of any such claim shall not relieve Indemnifying Party of any such duty so to indemnify. Upon proper notification, the Indemnifying Party shall have the right, but not the obligation, to control the defense of the Indemnified Party against any such third-party claims, utilizing counsel chosen in Indemnifying Party's sole discretion, provided that the Indemnified Party may participate in any such defense, at its own expense, by separate counsel of its choice, and further provided that any such participation shall not limit Indemnifying Party's right to control such defense.

Notwithstanding anything contained in the foregoing sentence to the contrary, the Indemnifying Party (a) shall not be entitled to have sole control over any third party claim that seeks an order, injunction or other equitable relief against any Indemnified Party; or any action that is the subject of such third party indemnification claim in which both the Indemnifying Party and Indemnified Party are named as parties and either the Indemnifying Party or Indemnified Party determines with advice of counsel that there may be one or more legal defenses available to it that are different from or additional to those available to the other party or that a conflict of interest between such parties may exist in respect of such action, and (b) shall obtain the prior written approval of the Indemnified Party before ceasing to defend against any third party indemnification claim or entering into any settlement, adjustment or compromise of such claim involving injunctive or similar equitable relief being asserted against any Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in the provision of any such defense by providing to the Indemnifying Party all such information, assistance and authority as may reasonably be requested by the Indemnifying Party.

10. General.

10.1. Entire Agreement. This Agreement, including and together with any related SOWs, constitutes the entire understanding and agreement between the parties and supersedes all prior agreements, representations, and understandings of the parties, written or oral. No modification or amendment of any provision of this Agreement will be binding on any party unless in writing and signed by all parties. In the event of any conflict between the body of this Agreement and any SOW, the body of this Agreement shall govern unless such SOW makes specific reference to the section of this Agreement that is to be amended via such SOW.

10.2. Assignment. Except as otherwise provided herein, neither Party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party; provided, however, that: (i) Service Provider may delegate its duties to one or more subcontractors without the consent of Company, so long as such subcontractor(s) is subject to confidentiality obligations no less restrictive than those set forth in this Agreement; and (ii) either Party may assign its rights in connection with the sale of all or substantially all of the stock, assets or business of such Party, without the prior written consent of the other Party. Any unauthorized attempted assignment shall be null and void and of no force or effect.

10.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email, telecopy or facsimile transmission with notice effective immediately unless the sending party receives an automated message that the notice did not reach the other party; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the respective Party's address set forth above on page one of this Agreement or such other address as either Party may specify in writing.

For email notices, the notice individual and address for each party are per the details provided at the execution of the SOW or request for services.

10.4. Independent Contractor Status. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

10.5. Governing Law. This Agreement is entered into under and shall be governed by the laws of the state of Texas without regard to conflicts of law principles.

10.6. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement, shall be determined by arbitration in Austin, TX before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a state or federal court located in Austin, Texas.

10.7. Costs and Expenses. The prevailing party in any court judgment or arbitration award shall be entitled to receive its costs and expenses (including without limitation attorney fees and expert fees), from the non-prevailing party.

10.8. Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement. The remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by the law so as to give effect to the original intent of the parties hereto.

10.9. Waivers. The delay or failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Agreement shall not be deemed or construed to be a consent or waiver and shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default, unless such waiver be so expressed in writing and signed by both parties.

10.10. No Third-Party Beneficiaries. Except as set forth herein or in an applicable SOW, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever.

10.11. Counterpart Signatures. Service Provider and Company accept that this Agreement may be signed in counterparts and facsimile signatures shall be as effective as if originals. SERVICE PROVIDER AND COMPANY UNDERSTAND AND

ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT THEY ARE ENTERING
INTO A VALID AND BINDING CONTRACT.